



**AGENDA**  
**REGULAR CITY COUNCIL MEETING**  
**41ST CITY COUNCIL**  
**OAK PARK, MICHIGAN**  
**APRIL 6, 2026**  
**7:00 PM**

---

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**5. CONSENT AGENDA**

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

- A. Regular City Council Meeting Minutes for March 16, 2026
- B. Special City Council Meeting Minutes for March 16, 2026
- C. Approval of Pay Application No. 2 (Final) for the 2024 Fenceline Restoration Project, M-776 in the amount of \$1,330.02.
- D. Request to approve Invoice No. 2 for the 2025-26 Tree Survey Project, to Davey Resource Group, of Kent, OH in the amount of \$48,114.00.
- E. Payment of invoices from OHM Advisors for Engineering Services in the amount of \$3,065.25.
- F. Approval of the revised contract and letter of support for the Barton Malow Brownfield Reimbursement Agreement.
- G. 11 Mile Water Tower/Social District Final Mural Rendition
- H. Approval of Invoices No. 2 and No. 3 from Giffels Webster for Master Planning Services in the total amount of \$11,647.50.
- I. Approval of Payment No. 2 to Stantec for Professional Design Services for Tyler Park in the amount of \$1,998.00

J. New and Renewal Licenses for April 6, 2026

**6. RECOGNITION OF VISITING ELECTED OFFICIALS**

**7. SPECIAL RECOGNITION/PRESENTATIONS**

A. Recognition of Public Safety Contribution by Kenneth Sherman

B. Recognition of Rooted In Community Quilt Project

**8. PUBLIC HEARINGS**

A. Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of June 2, 2026 together with penalty of ten percent (10%) for Special Assessment Districts #731 Delinquent Utilities, #732 False Alarms, #733 Miscellaneous Concrete Replacement, and #734 Property Blight.

**9. SPECIAL LICENSES**

A. Request for a special event License submitted by Dog and Pony Show Brewing, 14461 W 11 Mile Rd. Suite #200, for the Angelfish Elementary PTA Cornhole Tournament Event to be held on April 26, 2026, from 10:00 am - 4:00 pm.

B. Request for a special event license submitted by Mother Handsome, 14461 W. 11 Mile Rd. Ste 500, for a Kentucky Derby party to be held May 2, 2026 from 3:00 pm - 9:00 pm.

C. Request for a special event license submitted by the Oak Park Corridor Improvement Authority for the Family Fun Fest event to be held June 6, 2026, from 1:00 p.m. - 4:00 p.m.

D. Request for a special event license submitted by Dog and Pony, Mother Handsome & Train Station Sports for a Vintage Flea Market to be held June 19, 2026 from 2:00 p.m. - 10:00 p.m.

E. Request for a special event license submitted by Oak Park Juneteenth Commission, for a Juneteenth Celebration to be held at the Oak Park Community Center on June 19, 2026 from 4:00 p.m. - 8:00 p.m.

**10. BIDS**

A. Request to award the bid for the 2026 Lawn Maintenance Contract to Parrott Landscaping of Clinton Township, MI, for a total amount, with alternates, of \$113,824.00.

- B. Request to award the bid for the 2026 Landscape Maintenance Contract to BrightView Landscape Services of Pontiac, MI, for a total amount of \$72,783.00.
- C. Request to award the bid for the 2026 Event Hub Access Control and Security Camera Project to Interstate Security for a total amount of \$49,675.00.
- D. Request to award the Professional Services Contract to HydroCorp for an ongoing Cross-Connection Control Program for a total cost of \$39,361.50.
- E. Request to award the Professional Services Contract for the Oak Park Event Hub Audio / Visual Project to Media Storage Group of Brighton, MI, for a total not-to-exceed amount of \$128,942.00

## **11. CITY ATTORNEY**

- A. Freedom of Information Act Appeals

## **12. CITY MANAGER**

### **A. Administration**

- 1. Approval of Change Order No. 1 to McCarthy & Smith Inc. for Tyler Park Drainage Modifications in the amount of \$24,430.89

### **B. Municipal Services**

- 1. Approval of Change Order No. 2 from Giffels Webster to include a retail market study as part of the Master Plan project, in the amount of \$20,750.00.
- 2. Approval of Change Order No. 1 for the 2025-2026 Miscellaneous Concrete Project, M-782 in the amount of \$99,776.40.
- 3. Approval of Change Order No. 1 for the 2026 Joint and Crack Sealing Project, M-788, in the amount of \$99,990.00.
- 4. Accept the Oakland County Transit Grant and enter into an agreement with Oakland County to fund Oak Park's Non-motorized Path on Nine Mile Road in the amount of \$100,000.

### **C. Recreation**

- 1. Request to Approve Farmers Market Vendor Fees

### **D. Public Safety**

1. Request to approve Traffic Control Order 160 Sec 1.41 allowing for temporary parking on the north side of Kingston between Gardner and Tulare starting April 9, 2026, through June 19, 2026.

E. Department of Public Works

1. Proposed one-year lease extension for Hatzalah of Michigan.
2. Approval of Pay Application No. 9 and Change Order No. 7 for the Event Hub Project in the amounts \$253,671.44 and \$0.00 respectively.

**13. CALL TO THE AUDIENCE**

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

**14. CALL TO THE COUNCIL**

**15. ADJOURNMENT**

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



**MINUTES  
REGULAR CITY COUNCIL MEETING  
41ST CITY COUNCIL  
OAK PARK, MICHIGAN  
MARCH 16, 2026  
7:00 PM**

---

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

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

**ABSENT:** None

**OTHERS**

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

**4. APPROVAL OF AGENDA**

Motion by Crawford, seconded by Radner, **CARRIED**, to approve the agenda as presented.

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

**5. CONSENT AGENDA**

Motion by Crawford, seconded by Radner, **CARRIED**, to approve the consent agenda consisting of the following items:

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

- A. Regular City Council Meeting Minutes for March 4, 2026  
**CM-03-97-2026**
- B. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of \$3,000.00.  
**CM-03-98-2026**

- C. Payment request from Neumann Smith Architecture for Architectural Services on the Community Center Project for the total amount of \$26,939.20.  
**CM-03-99-2026**
- D. Approval of Pay Application No. 1 to DVM Utilities of Sterling Heights, MI for the 2026 Sewer Lining Project, M-791 in the amount of \$9,270.00  
**CM-03-100-2026**
- E. Request to approve Pay Application No. 2 to Taplin Group, LLC of Kalamazoo, MI for the 2025 Sewer & Catch Basin Cleaning & TV Inspection Project, M-783 in the amount of \$63,088.24.  
**CM-03-101-2026**
- F. Payment request from MDOT for the 2025 Nine Mile Construction Project from Cloverlawn to Greenfield Road M-771 for the total amount of \$7,559.80.  
**CM-03-102-2026**
- G. Request to approve the 2026-2027 Liquor License Renewals.  
**CM-03-103-2026**
- H. New and Renewal Licenses for March 16, 2026  
**CM-03-104-2026**
- I. Payment request from Landscape Forms for outdoor furniture at the 11 Mile Road, Alleys, and Parking Lot Reconfiguration Project for the total amount of \$17,335.00.  
**CM-03-105-2026**
- J. Maintenance agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.  
**CM-03-106-2026**
- K. Request to approve Payment Application No. 5 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenosha, MI in the amount of \$4,125.00.  
**CM-03-107-2026**

## **6. RECOGNITION OF VISITING ELECTED OFFICIALS**

There were no elected officials present who wished to speak.

## **7. SPECIAL RECOGNITION/PRESENTATIONS**

- A. Youth Assistance Presentation - Xondra Clark

Ms. Clark invited council to attend the Youth Assistance Recognition event held April 29, 2026.

## **8. COMMUNICATIONS**

- A. Foreclosure Prevention Letter from Oakland County Treasurer Robert Wittenberg

City Manager Tungate read the following letter from Oakland County Treasurer Robert Wittenberg:

Oakland County Treasurer's Office Foreclosure Prevention

The Oakland County Treasurer's Office is in the final stretch of our foreclosure prevention efforts. The tax foreclosure deadline for the 2023 and/or prior year taxes is on March 31, 2026.

That means if these taxes aren't paid off by March 31st or any interested party hasn't entered into a repayment schedule with the Treasurer's office by then, the property will be foreclosed. Since December of 2025, the Treasurer's office has conducted over a thousand Taxpayer Assistance Meetings to assist taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. We are here to help and strongly encourage taxpayers to contact us before the tax foreclosure deadline if they have delinquent taxes for 2023 and/or prior tax years. Taxpayers interested in scheduling a Taxpayer Assistance Meeting may call us at 248-858-0611 or they may visit [www.oakgov.com/treasurer](http://www.oakgov.com/treasurer).

## 9. SPECIAL LICENSES

- A. Request for a Special Event License submitted by Train Station Sports LLC., 14661 W. 11 Mile Rd. Suite #700, for the Cub Day Family Social Event to be held on April 11, 2026, from 4:00 p.m. - 7:00 p.m.

**CM-03-108-2026**

Motion by Crawford, seconded by Edgar, CARRIED, to approve the request for a Special Event License submitted by Train Station Sports LLC., 14661 W. 11 Mile Rd. Suite #700, for the Cub Day Family Social Event to be held on April 11, 2026, from 4:00 p.m. - 7:00 p.m.

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

## 10. ACCOUNTING REPORTS

- A. Approval for payment of an invoice submitted by Shifman Fournier for legal service's retainer for April 1, 2026 – June 30, 2026, in the total amount of \$20,000.00

**CM-03-109-2026**

Motion by Radner, seconded by Whitehead, CARRIED, to approve payment of invoice #17000 submitted by Shifman Fournier for legal service's retainer for April 1, 2026 – June 30, 2026, in the total amount of \$20,000.00.

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

- B. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$15,874.76.

**CM-03-110-2026**

Motion by Radner, seconded by Whitehead, CARRIED, to approve payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$15,874.76.

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

## 11. BIDS

- A. Request to award the bid for the 2026 Water Main Replacement Project, M-785 to Eminent Excavating Local LLC of Dearborn, MI for the total amount of \$1,876,760.00

Motion by Radner, seconded by Crawford, CARRIED, to award the bid for the 2026 Water Main Replacement Project, M-785 to Eminent Excavating Local LLC of Dearborn, MI for the total amount of \$1,876,760.00.

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

At the January 20, 2026 regular meeting of the Oak Park City Council, the request to bid the 2026 Water Main Replacement Project, M-785, was approved. The project was advertised and one hundred twenty-nine (129) contractors viewed the documents. On February 23, 2026, twelve (12) bids were received and opened. The low bidder, Eminent Excavating Local LLC of Dearborn, MI submitted a bid of \$1,876,760.00 for the water main project. This project will replace the water mains in specific areas of the city. The city has recently worked with Eminent Excavating and has no issues with their work.

## 12. CITY ATTORNEY

- A. Resolution to approve request from MCImetro Access Transmission Services Corporation d/b/a Verizon Access Transmission Services (MCImetro) for extension of Metro Act Right of Way Permit

Motion by Edgar, seconded by Radner, CARRIED, to approve a request from MCImetro Access Transmission Services Corporation d/b/a Verizon Access Transmission Services (MCImetro) for the extension of Metro Act Right of Way Permit.

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

- B. Appeal of an Excessive Fee Assessed for processing Freedom of Information Act Request for Public Record from Joshua Hunter of Berkley, Michigan.

Motion by Radner, seconded by Crawford, CARRIED, to uphold the city's fee assessed for processing the Freedom of Information Act Request for Public Record from Joshua Hunter of Berkley, Michigan.

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

Appeal of an Excessive Fee Assessed for processing a February 22, 2026 Freedom of Information Act Request (R001134-022226) for Public Records. Joshua Hunter filed an appeal of what he deems to be an excess fee for his Freedom of Information Act Request.

C. Appeal of a Public Record Request Determination for Joshua Hunter of Berkley, Michigan.

Motion by Radner, seconded by Crawford, CARRIED, to uphold the city's public records request determination for Joshua Hunter of Berkley, Michigan.

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

On Sunday, February 22, 2026, Mr. Joshua Hunter of Berkley submitted a request (R001134-022226) under the Freedom of Information Act seeking all existing email communications (including attachments) sent or received since January 22, 2026 between City staff, City officers, or the City's contracted law firm, that concern or reference the city attorney.

**13. CITY MANAGER**

A. Administration

1. Public hearing to consider whether to submit a recommendation to the Michigan Liquor Control Commission for the non-renewal of the Class C Liquor License issued to Oak Park Social, LLC., 14691 W 11 Mile Rd.

A public hearing was held on March 16, 2026 to consider whether to recommend that the Liquor Control Commission not renew and/or revoke the Class C Liquor License issued to Oak Park Social, LLC. for failing to pay personal property taxes, real property taxes and utility charges due to the City in a timely manner. Oak Park Social, LLC had the opportunity to present evidence or any testimony that may refute or respond to reasons for the proposed action by the City at the public hearing.

Mayor McClellan opened the public hearing and Alex Bishai, owner of Oak Park Social pleaded his case for an extension to April 1, 2026, to pay his delinquent financial obligations to the city. Mayor McClellan then closed the public hearing and Council debated the matter.

Motion by Radner, seconded by Whitehead, FAILED, to allow until April 29, 2026, for outstanding financial obligations to be satisfied before recommending non-renewal of a Class C Liquor License to the Michigan Liquor Control Commission issued to Oak Park Social, LLC., 14691 W 11 Mile Rd.

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

The Council continued deliberation on the matter and the item was voted upon.

Motion by Edgar, seconded by Crawford, FAILED, to submit a recommendation to the Michigan Liquor Control Commission for the non-renewal of the Class C Liquor License issued to Oak Park Social, LLC., 14691 W 11 Mile Rd.

Roll Call Vote:   Yes:       Edgar, McClellan

No: Whitehead, Radner, Crawford  
Absent: None

B. Finance/Assessing

1. Resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - \$495,494.65; False Alarms - \$550.00; Miscellaneous Concrete Replacement - \$2,932.93; and Property Blight - \$24,334.17.

Motion by Edgar, seconded by Radner, CARRIED, to approve the following resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - \$495,494.65; False Alarms - \$550.00; Miscellaneous Concrete Replacement - \$2,932.93; and Property Blight - \$24,334.17:

PROPOSAL FOR  
SPECIAL ASSESSMENT DISTRICTS

WHEREAS, as required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, the Assessor of the City is hereby authorized and directed to make Special Assessment Rolls for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment Districts therefore according to the benefits derived in the sum of \$523,311.75:

Delinquent Utilities	\$495,494.65
False Alarms	\$550.00
Misc. Concrete	\$2,932.93
Property Blight	\$24,334.17

THAT, Said Special Assessment Rolls shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment rolls, shall report the same to the Council in the manner provided by the City Charter.

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

The Deputy Treasurer is submitting a list of properties that have outstanding charges for Delinquent Utilities, False Alarms, Miscellaneous Concrete Replacement, and Property Blight and is requesting that the City Assessor be authorized and directed to prepare Special Assessment Rolls; assessing unpaid charges, together with a penalty of ten percent (10%), to the real property tax roll.

2. Resolution receiving Special Assessment Rolls and establishing April 8, 2026 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #731, False Alarms #732, Miscellaneous Concrete Replacement #733, and Property Blight #734.

**CM-03-93-2025**

Motion by Edgar, seconded by Radner, CARRIED, to approve the following resolution receiving Special Assessment Rolls and establishing April 6, 2026 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #731, False Alarms #732, Miscellaneous Concrete Replacement #733, and Property Blight #734:

#### SPECIAL ASSESSMENT RESOLUTION 8

DISTRICT NO. 731, 732, 733, and 734

The Assessor reported Special Assessment Roll 731, 732, 733, and 734 to the City Council. Attached to said Special Assessment Rolls were the certificates of the City Assessor in form as required in Chapter XII of the City Charter.

BE IT RESOLVED, that Special Assessment Rolls 731, 732, 733, and 734 this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council and the City Assessor shall meet on the 6th day of April 2026 at 7:00 P.M. Eastern Standard Time, for the purpose of reviewing the assessments contained in said Special Assessment Rolls.

BE IT FURTHER RESOLVED, that the City Clerk is hereby ordered to cause notice of said review and of the filing of said Special Assessment Rolls to be published once prior to said hearing in a newspaper circulating in said City of Oak Park, the publication to be at least one week before such hearing, and that said notice shall be in form as provided in Chapter XII of the City Charter.

BE IT STILL FURTHER RESOLVED that the City Clerk be and is hereby instructed to serve notice of said Special Assessment Hearing to each owner of, or party of interest in, property to be assessed, whose name appears upon the last general tax assessment records by mailing the notice first class mail, addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of said hearing.

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

#### C. Elevate Oak Park

1. Event Hub - Monthly Report

Deputy City Manager Decoster provided an update on the Event Hub. The report is available with the City Clerk.

#### **14. CALL TO THE AUDIENCE**

Gregory Gunn, 21921 Beverly, thanked Mayor for second term as City Historian.

Michael Diskin, 15075 Lincoln, discussed his concerns with Oak Park Social and thanked Public Safety for the work they have done at his apartment building and their response to Temple Isreal. He spoke to the birth of Justice Ruth Bader Ginsberg and also thanked Council for being responsive to his comments. He spoke to his concerns with pedestrian traffic at 10 Mile Road and Greenfield.

Crystal Bailey,8646 Kenberton, spoke about her belief that taxes are too high as a homeowner and business owner.

Ken Sherman 23840 Jerome, spoke about his concern with Oak Park Social.

#### **15. CALL TO THE COUNCIL**

#### **16. ADJOURNMENT**

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:25 PM.

T. Edwin Norris, City Clerk



**MINUTES  
SPECIAL CITY COUNCIL MEETING  
41ST CITY COUNCIL  
OAK PARK, MICHIGAN  
MARCH 16, 2026  
5:30 PM**

---

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. SPECIAL BUSINESS**

A. Update from Municipal Services on the proposed Administrative Hearing Board.

Municipal Services Deputy Director Fairless presented information regarding a proposed Administrative Hearing Bureau (AHB) that would adjudicate tickets issued by the City's Code Enforcement division. He reported that Municipal Services staff visited the cities of Ypsilanti, Port Huron, and Sterling Heights to gather information on the structure and operation of their respective hearing bureaus. He noted that the proposal is supported by three primary benefits: increased efficiency through quicker enforcement of violations, reduced court time for code enforcement officers, and increased revenue.

City Council discussed the proposal and there was agreement to discuss the topic further at a future meeting.

B. Update and discussion on Solid Waste Services contract.

Deputy City Manager DeCoster provided an update on solid waste services and reminded those present that the City's contract with its current vendor, Priority Waste—administered through the Southeast Oakland County Resource Recovery Authority (SOCCRA)—is set to expire in 2027. Mr. DeCoster explained that, in preparation for the contract's expiration, the City will have two options: to extend the Priority Waste contract through SOCCRA or to seek proposals from alternate vendors. Discussion on this matter will continue at future meetings throughout the year.

- 4. CALL TO THE AUDIENCE**

There were no members of the audience who wished to speak.

- 5. ADJOURNMENT**

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:55 PM.

T. Edwin Norris, City Clerk



# CITY OF OAK PARK, MI STAFF REPORT

## 5.C

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Pay Application No. 2 (Final) for the 2024 Fenceline Restoration Project, M-776 in the amount of \$1,330.02.

**DEPARTMENT:** Municipal Services

**FROM:** Dan Samuel, Engineering Supervisor

**SUMMARY:** Attached is proposed Pay Application No. 2 (Final) for the 2024 Fenceline Restoration Project, M-776 by Premier Group Associates, LLC of Detroit, MI. This project included fence line restoration work at the Greenfield and West Nine Mile fence lines. The project is 100% complete.

### FINANCIAL STATEMENT:

Original Contract Amount:	\$35,830.00
Change Order No. 1:	(\$9,229.53)
<b>New Contract Amount:</b>	<b>\$26,600.47</b>
Total Earnings to Date:	\$26,600.47
Less Retainage:	\$0.00
Net Earned:	\$26,600.47
Deductions:	\$0.00
Balance:	\$26,600.47
Payments to Date:	\$25,270.45
<b>Amount Due Premier Group Associates, LLC.:</b>	<b>\$1,330.02</b>

**RECOMMENDED ACTION:** It is recommended that Pay Application No. 2 (Final) for the 2024 Fenceline Restoration Project to Premier Group Associates, LLC of Detroit, MI be approved for the amount of \$1,330.02. Funding is available in the Public Works, Other Parks, Capital Outlay (101-18.444-970) budget for this expenditure.

**EXHIBITS:**

1. Pay Application No. 2 (Final)

## PAYMENT APPLICATION

**PROJECT:** FENCELINE RESTORATION PROJECT  
**OWNER:** City of Oak Park, Michigan  
**CONTRACTOR:** Premier Group Associates, LLC  
 2221 Bellevue Street  
 Detroit, MI 48207

**JOB NUMBER:** M-776  
**APPLICATION NO.:** 2 (FINAL)  
**PERIOD ENDING:** 2/11/26  
**PAGE:** 1 of 1

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$1,700.00	0.00	\$0.00	1.00	\$1,700.00
2	Topsoil, Furnish and install	350	CYD	\$71.00	0.00	\$0.00	235.00	\$16,685.00
3	Seed and Mulch around City Fences	28,000	SFT	\$0.32	0.00	\$0.00	25,673.35	\$8,215.47
4	Inspection Crew Days	\$320	Day	1	0.00	\$0.00	0.00	\$0.00
<b>\$0.00</b>								<b>\$26,600.47</b>

Original Contract Amount: \$35,830.00  
 Proposed Change Order #1: (\$9,229.53)  
 Proposed New Contract Amount: \$26,600.47

Earnings This Period: \$0.00  
 Total Earnings to Date: \$26,600.47  
 Less Retainage: \$0.00  
 Net Earned: \$26,600.47  
 Deductions: \$0.00  
 Balance: \$26,600.47  
 Payments to Date: \$25,270.45

**Amount Due: \$1,330.02**

Accepted By: Sabrina McQueen  
 Premier Group Associates, LLC

Date: 03/11/2026

Dan Samuel  
 Dan Samuel, Engineering Supervisor  
 City of Oak Park, Michigan

Date: 03/11/2026



# CITY OF OAK PARK, MI STAFF REPORT

## 5.D

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to approve Invoice No. 2 for the 2025-26 Tree Survey Project, to Davey Resource Group, of Kent, OH in the amount of \$48,114.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** Request to approve Invoice No. 2 for the 2025-26 Tree Survey Project. This project includes the tree inventory of all street trees throughout the community. Once this project is complete, DPW will have all city tree data within our electronic portal. This project is currently 90% complete.

**FINANCIAL STATEMENT:** See below for a breakdown of the project costs. The city received a DNR Grant for this work and will be reimbursed 100% of the project costs.

<b><u>Task:</u></b>	<b><u>This Period:</u></b>	<b><u>Prior Billings:</u></b>	<b><u>Contract Amount:</u></b>
Tree Inventory	\$48,114.00	\$9,095.00	\$59,500.00
Analysis Plan and Maint. Strategy	\$0.00	\$0.00	\$4,500.00
<b>Totals:</b>	<b>\$48,114.00</b>	<b>\$9,050.00</b>	<b>\$64,000.00</b>

**RECOMMENDED ACTION:** It is recommended that Invoice No.2 for the 2025-26 Tree Survey Project, to Davey Resource Group, of Kent, OH be approved in the amount of \$48,114.00. Funding is available in the Local Streets (203-18.479-801) Fund.

**EXHIBITS:**

1. Davey\_Invoice 2



Davey Resource Group, Inc.  
 295 S Water St  
 Kent, OH 44240-3588  
 Phone: 330-673-5685  
 Fax: 330-673-0860

# Invoice

Customer Number: 15022414  
 Invoice Number: 9000204830  
 Invoice Date: 03/23/2026

TO: City of Oak Park Michigan  
 14000 Oak Park Blvd  
 Oak Park MI 48237-2082

Job: P.ENV0006346 Oak Park - Urban Tree Inventory

Payment Terms: Net 30

\*Email invoices to: ddecoaster@oakparkmi.gov; enock@oakparkmi.gov; gerritt.moeke@davey.com

Professional Services Rendered Through : 03/14/2026

<u>Task</u>	<u>Title</u>	<u>Contract Amount</u>	<u>Fee Earned</u>	<u>Prior Billed</u>	<u>Current Billing</u>
001	Tree Inventory (LS)	\$59,500.00	\$57,209.00	\$9,095.00	\$48,114.00
002	Tree Analysis and Maintenance Strategy (LS)	\$4,500.00	\$0.00	\$0.00	\$0.00
		<b>\$64,000.00</b>	<b>\$57,209.00</b>	<b>\$9,095.00</b>	<b>\$48,114.00</b>
<b>Retention Amount</b>					<b>\$0.00</b>
<b>Tax Amount</b>					<b>\$0.00</b>
<b>Invoice Amount</b>					<b>\$48,114.00</b>

Aged Receivables						
	<u>Current</u>	<u>0-30</u>	<u>31-60</u>	<u>61-90</u>	<u>91-120</u>	<u>&gt;120 Days</u>
	\$48,114.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

REMIT TO: PO Box 773218, Detroit, MI 48277-3218  
 Payment Options: Check, ACH, or Credit Card via  
<https://secure.wetlandstudies.com/davey/invoice.asp>  
 Questions: DRGaccounting@davey.com or Phone: 703-679-5775

**Davey Resource Group, Inc.**  
**Detailed Invoice Backup**

**TO:** City of Oak Park Michigan  
14000 Oak Park Blvd  
Oak Park MI 48237-2082

Customer Number: 15022414  
Invoice Number: 9000204830  
Invoice Date: 03/23/2026

**Project: P.ENV0006346      Oak Park - Urban Tree Inventory**

---

Professional Services Rendered Through : 03/14/2026

---

**TASK 001      Tree Inventory (LS)**

	<u>\$48,114.00</u>
<b>Retention Amount</b>	<b>\$0.00</b>
<b>Tax Amount</b>	<b>\$0.00</b>
<b>Invoice Amount</b>	<u><b>\$48,114.00</b></u>



# CITY OF OAK PARK, MI STAFF REPORT

## 5.E

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Payment of invoices from OHM Advisors for Engineering Services in the amount of \$3,065.25.

**DEPARTMENT:** Municipal Services

**FROM:** Dan Samuel, Engineering Supervisor

**SUMMARY:** Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

**FINANCIAL STATEMENT:**

<u>Project</u>	<u>This Period</u>	<u>Prior Billings</u>	<u>To Date</u>	<u>Current Contract</u>	<u>Account Number</u>
Water Main Project PE	\$2,192.75	\$0.00	\$2,192.75	\$9,845.00	592-18.538-970
Nine Mile Road CE	\$872.50	\$176,005.85	\$176,878.35	\$198,000.00	202-18.479-970
<b>Totals</b>	<b>\$3,065.25</b>	<b>\$176,005.85</b>	<b>\$179,071.10</b>	<b>\$207,845.00</b>	

**RECOMMENDED ACTION:** It is recommended that the invoices from OHM Advisors for the above listed projects be approved in the total amount of \$3,065.25. Funding is available in the above listed accounts.

**EXHIBITS:**

1. 2026 Water Main Replacement Project M-785\_100314
2. Nine Mile Road - Greenfield to Cloverlawn\_100313

**REMIT TO:**

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
T 734.522.6711  
F 734.522.6427  
OHM-Advisors.com



**INVOICE**

**City of Oak Park**  
**Attn: Kimberly Marrone, Director of Municipal Services**  
**10600 Capital Ave.**  
**Oak Park, MI 48237**

Invoice Date: 03/18/2026  
Invoice #: 100314  
Project: 0037260001

**Project Name:** 2026 Water Main Replacement Project M-785  
Plans reviewed and submitted to EGLE for permitting.

**For Professional Services Rendered Through: March 07, 2026**

**Professional Services**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Fees	\$9,845.00	\$0.00	\$9,845.00	\$2,192.75
<b>Totals</b>	<b>\$9,845.00</b>	<b>\$0.00</b>	<b>\$9,845.00</b>	<b>\$2,192.75</b>

**Invoice Total** **\$2,192.75**

**REMIT TO:**

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
T 734.522.6711  
F 734.522.6427  
OHM-Advisors.com



**INVOICE**

**City of Oak Park**  
**Attn: Kimberly Marrone, Director of Municipal Services**  
**10600 Capital Ave.**  
**Oak Park, MI 48237**

Invoice Date: 03/18/2026  
Invoice #: 100314  
Project: 0037260001

**Project Name:** 2026 Water Main Replacement Project M-785

---

**Professional Fees**  
*Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Engineer II	12.25	179.00	\$2,192.75
<b>Professional Services Subtotal</b>	<b>12.25</b>		<b>\$2,192.75</b>
<b>Professional Fees Total:</b>	<b>12.25</b>		<b>\$2,192.75</b>
<b>Total Backup:</b>	<b>12.25</b>		<b>\$2,192.75</b>

**REMIT TO:**

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
T 734.522.6711  
F 734.522.6427  
OHM-Advisors.com



**INVOICE**

**City of Oak Park**  
**Attn: Kimberly Marrone, Director of Municipal Services**  
**10600 Capital Ave.**  
**Oak Park, MI 48237**

Invoice Date: 03/18/2026  
Invoice #: 100313  
Project: 0037240013

**Project Name:** CE - Nine Mile Road - Green. to Clover.

**For Professional Services Rendered Through: March 07, 2026**

**Professional Services**

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
CE - Nine Mile Road - Green. to Clover.	\$198,000.00	\$166,129.10	\$31,870.90	\$872.50

**Invoice Total \$872.50**

**REMIT TO:**

OHM Advisors  
34000 Plymouth Road  
Livonia, MI 48150  
T 734.522.6711  
F 734.522.6427  
OHM-Advisors.com



**INVOICE**

**City of Oak Park**  
**Attn: Kimberly Marrone, Director of Municipal Services**  
**10600 Capital Ave.**  
**Oak Park, MI 48237**

Invoice Date: 03/18/2026  
Invoice #: 100313  
Project: 0037240013

**Project Name:** CE - Nine Mile Road - Green. to Clover.

---

*Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Principal	.50	247.00	\$123.50
Professional Engineer IV	3.50	214.00	\$749.00
<b>Professional Services Subtotal</b>	<b>4.00</b>		<b>\$872.50</b>

<b>Total Backup:</b>	<b>4.00</b>		<b>\$872.50</b>
----------------------	-------------	--	-----------------



# CITY OF OAK PARK, MI STAFF REPORT

## 5.F

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of the revised contract and letter of support for the Barton Malow Brownfield Reimbursement Agreement.

**DEPARTMENT:** Municipal Services

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** At the December 15, 2025 City Council meeting, the original Barton Malow Brownfield Reimbursement Agreement was approved. Since then, multiple revisions were requested and reviewed by our City Attorney. The revised contract and letter of support are attached for approval to submit to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** It is recommended that the revised contract and letter of support be approved by City Council, for submission to EGLE.

**EXHIBITS:**

1. Barton Malow\_Revised Reimbursement Agreement 03312026
2. Letter of Support

CITY OF OAK PARK  
BROWNFIELD REDEVELOPMENT AUTHORITY

**REIMBURSEMENT AGREEMENT**

This Brownfield Reimbursement Agreement ("Agreement") for the BROWNFIELD PLAN FOR THE BARTON MALOW COMPANY REDEVELOPMENT PROJECT is made on April \_\_\_\_ 2026 ("Effective Date") between **Barton Malow Company**, a Michigan corporation (the "Owner") and the **City of Oak Park Brownfield Redevelopment Authority** (the "BRA"), a Michigan public body corporate.

PREMISES

A. The Owner is engaged in the development of the properties located at 12990, 12992, and 13000 W Eight Mile Road and a portion of the vacant right of way on Fern Street (with no address) (Parcel ID: 52-25-32-351-032) commonly known as the Barton Malow Company Oak Park Development (the "Project" or "Development"), to be located on the property described on the attached **Exhibit A** (the "Property").

B. The BRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et seq. ("Act 381"), to promote the revitalization of contaminated, blighted, or functionally obsolete properties. The BRA has approved a Brownfield Plan that includes the Development, the Eligible Property, and the Eligible Activities.

C. The BRA has determined in furtherance of its purposes and to accomplish its goals and Brownfield Plan to reimburse the cost of certain "Eligible Activities" as defined by Sec. 2(o) of Act 381 within Eligible Property on the site and as described in the Brownfield Plan and Act 381 Work Plan as the same may be amended or supplemented.

D. Pursuant to the Brownfield Plan, the BRA will capture 100% of the Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381 and the Brownfield Plan. Upon satisfaction of the conditions expressed in this Agreement, the BRA will use the Tax Increment Revenues as provided by law and as described in this Agreement for the reimbursement of Eligible Activities and as otherwise authorized under Act 381.

In consideration of the premises and the mutual covenants contained in this Agreement, the Owner and the BRA hereby enter into this Agreement and covenant and agree as follows:

**ARTICLE 1.**

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

(a) "Act 381" means the Brownfield Redevelopment Financing Act ("BRA"), Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.

(b) “Administration and Operating Costs” means the BRA’s costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the BRA’s obligations under this the Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application; amendments to the Brownfield Plan; approvals of the Brownfield Plan and this Agreement, and any subsequent amendments; printing costs; costs of reproducing documents; filing and recording fees; counsel fees; financial expenses; insurance fees and expenses; administration and accounting for TIR; oversight and review; and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan, and this Agreement, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(c) “Agreement” means this Reimbursement Agreement entered into between the BRA and the Owner.

(d) “BRA” means the City of Oak Park Brownfield Redevelopment Authority, established by the City Council on October 2, 2000, or its successors.

(e) “Brownfield Plan” means the Brownfield Plan, as defined under Act 381, and approved by the BRA on December 2, 2025, and by the City Council on December 15, 2025, and attached as **Exhibit B**.

(f) “Contractor” means any general or environmental contractor or subcontractor with whom the Owners contracts to complete work at the Eligible Property and/or Site.

(g) “City” means the City of Oak Park, Michigan.

(h) “Development” means the site work, building construction, utilities, and equipment relating to the Eligible Property.

(i) “Eligible Activities” means the activities as defined by Sec. 2(o) of Act 381 as set forth in the Brownfield Plan.

(j) “Eligible Property” means the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) upon which the Eligible Activities will be conducted, as described on attached Exhibit A.

(k) “Environmental Consultant” means any environmental consulting firm retained or hired by the Owner to fulfill all or part of its obligations under this Agreement, including the Eligible Activities set forth in the Brownfield Plan and Act 381 Work Plan, if applicable.

(l) “Event of Default” means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within twenty-eight (28) days after written notice thereof has been given by the other party. It also means any filing of bankruptcy or bankruptcy reorganization by the Owner.

(m) “Indemnified Persons” means the City, the BRA, and their members, officers, agents and employees.

(n) “Maximum Cost of Eligible Activities” means the BRA’s maximum obligation to reimburse the Owner for the Eligible Activities costs based on the not to exceed the amounts set forth in the Brownfield Plan.

(o) “Owner” or “Developer” means, Barton Malow Company, or a related entity.

(p) “Property” or “Site” has the same meaning as the term “Eligible Property.”

(q) “Tax Increment Revenues or TIR” means tax increment revenues, as defined by Section 2(eee) of Act 381, from all taxable real and personal property located on the during the life of the Brownfield Plan. Owner shall be reimbursed for its costs for Eligible Activities solely from TIR collected from real property taxes and personal property taxes on the portion of the Eligible Property representing property improvements in accordance with the Brownfield Plan and this Agreement. Subject to certain exceptions set forth in Act 381, the amount of taxes levied for school operating purposes is limited to the cost of Eligible Activities as approved by the Michigan Strategic Fund and/or the Michigan Department of Environment, Great Lakes, and Energy.

(r) “State Brownfield Redevelopment Fund” means the state brownfield redevelopment created under Section 8a of Act 381.

Section 1.2 Number and Gender. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

## ARTICLE 2.

### COVENANTS OF THE OWNER

Section 2.1 Construction of Development. Owner shall proceed with due care and diligence and commence and complete the Eligible Activities and the Development in accordance with this Agreement, the Brownfield Plan and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Covenant to Pay Financial Obligations. The Owner will incur costs to conduct the Eligible Activities under the Brownfield Plan. Subject to the Brownfield Plan and Act 381 Work Plan or MSF Work Plan, as applicable, Owner will receive reimbursement from the BRA related to the costs incurred by the Owner to conduct the Eligible Activities, to the extent that of available TIR is generated by the Project for payment of the Eligible Activities in accordance with the terms of this Agreement and the Brownfield Plan.

It is anticipated that there will be sufficient available TIR to meet the obligations of the BRA under this Agreement. However, if for any reason the Development does not result in sufficient TIR to satisfy such obligations, the Owner agrees and understands that it will have no claim or further recourse of any kind or nature against the BRA except from available captured TIR.

It is expressly understood and agreed that the reimbursement by BRA is subject to the following conditions:

- (a) The Owner shall provide proof of ownership of the Site if applicable, and shall provide the BRA with a list of any known potentially responsible party (PRP) for the contamination on the property, and shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement.
- (b) Owner shall provide written proof of waivers of liens by any Contractor providing services as described in this Agreement.
- (c) Owner shall pay all real estate tax obligations when last due without penalty or interest.
- (d) BRA shall only be obligated to reimburse the Owner for Eligible Activities expenditures that have been reviewed and approved by the BRA. Approval of the Brownfield Plan and subsequent approvals of brownfield plans, or any other determination of eligibility, in no way guarantees or establishes a right to reimbursement of expenditures through TIR prior to review or approval of invoices or other appropriate documentation for Eligible Activities. Expenditures must be documented to be reasonable for Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement for review and approval of invoices or other appropriate documentation (to the extent attached to this Agreement).
- (e) The TIR captured the BRA shall be distributed semi-annually in accordance in accordance with the Brownfield Plan and the requirements set forth in Article V, in the order of priority below, contingent upon Owner's submission of a detailed statement with each reimbursement request clearly delineating the proposed amounts for distribution of the funds in the Owners' reimbursement request:
  - (1) First, BRA shall retain and use five percent (5%) of the TIR generated that is attributable to the levies of Local Taxes for that year to pay for Administrative and Operating Costs of the BRA;
  - (2) Second, for payments to the State Brownfield Redevelopment Fund, if applicable, in accordance with the Brownfield Plan;
  - (3) Third, the BRA will distribute five percent (5%) of remaining available TIR generated by Local Taxes for that year to the City's Local Brownfield Revolving Fund in accordance with the Brownfield Plan;
  - (4) Fourth, to the extent that the BRA has approved reimbursement requests from the Owner subject to Section 5.1(a), the remaining available TIR will be distributed by the BRA to reimburse the Owner on a semi-annual basis for the expenditures for Eligible Activities or interest accrued under the Brownfield Plan.

- (f) The Brownfield Plan includes the payment of interest from Local Taxes and School Operating Taxes for Owner's expenditures for Eligible Activities. The BRA may use School Operating Taxes to pay interest only for expenditures as to which School Operating Taxes may be used only if the Eligible Activities are included in a work plan approved by the MSF or EGLE. Interest shall be calculated on the balance of unreimbursed Eligible Activities paid by Owner applying simple (not compounding) interest. Interest shall accrue monthly at a rate of five percent (5%) per annum, commencing on the first day of the month after the Owner pays the Eligible Activity cost, and shall not exceed the total amount of interest stated in the Brownfield Plan. For the avoidance of doubt, notwithstanding the approved interest rate for Eligible Activities described in this Agreement, the actual reimbursement to Developer for interest under this Agreement shall not exceed the amount for interest stated in the Brownfield Plan and the actual reimbursement to Developer for all Eligible Activities (including interest) under this Agreement shall under no circumstances exceed the total costs for Eligible Activities (including interest) described in the Brownfield Plan. Notwithstanding anything to the contrary in this section, reimbursement paid by the BRA shall be applied first to the principal balance of unreimbursed Eligible Activities before the payment of interest. The BRA may only use School Operating Taxes to pay interest for expenditures on the baseline environmental assessment, due care, and additional response activities so long as the EGLE has approved the EGLE Work Plan that included these activities.

Section 2.3 Indemnification of Indemnified Persons.

- (a) The Owner shall defend, indemnify, and hold the Indemnified Persons harmless from any loss, damages, costs, expenses (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, demands or claims which are asserted against, or are imposed upon or incurred by the BRA or an Indemnified person, and which are arising or resulting from the following:
- (1) Any activity undertaken pursuant to this Agreement or from injuries to persons or property as a result of the construction, environmental remediation, ownership or operation, use or maintenance of the Development or Property.
  - (2) Any material acts or omissions, negligent or otherwise, of the Environmental Consultant and/or Contractors their employees or agents in the performance of the work on the Property.
- (b) If any suit, action, or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Owner, and the Owner shall defend such Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Owner and the Owner shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Owner may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless

such Indemnified Person gives its consent. The Owner shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

- (c) The indemnity provisions shall survive the term of this Agreement.

Section 2.4 Site Access. Owner shall permit BRA and EGLE, or their designated agents, access to the Site on dates and times mutually agreed upon in advance, for the limited purpose of performing any final observations or verifications reasonably necessary to confirm project completion related to the Eligible Activities and Brownfield Plan.

### ARTICLE 3.

#### CONDITIONS PRECEDENT TO OWNER'S OBLIGATION

Section 3.1 Conditions Precedent to Owner's Obligations to Construct the Development. The obligations of Owner under this Agreement are subject to the following conditions precedent, which must be satisfied by the BRA as required herein, except as expressly provided in this Agreement or otherwise waived by the Owner:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the City or the BRA is a party, or threatened against the Owner, the City or the BRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or Act 381 Work Plan, which could result in an adverse decision which would have one or more of the following effects:
  - (1) A material adverse effect upon the ability of the BRA to collect and use Tax Increment Revenues to repay its obligations under this Agreement and the Financing Agreement.
  - (2) A material adverse effect on the Owner's or the BRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by the BRA and no action or inaction by the BRA, eventually, with the passage of time could become an Event of Default.
- (c) The BRA shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.

## ARTICLE 4.

### COVENANTS OF THE BRA

Section 4.1 Completion of Eligible Activities. The BRA shall reimburse the Owner subject to and in accordance with the terms set forth in this Agreement and the Brownfield Plan. The Owner shall have sole responsibility to pay the Owner's Environmental Consultant and/or Contractors for the conduct of such Eligible Activities and provide written waiver of any liens. If the Owner incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in the Brownfield Plan the Owner shall bear such costs without any obligation on the part of BRA. If the costs of Eligible Activities are less than such Maximum Cost, then the Owner shall have no further right of reimbursement beyond the actual costs approved for reimbursement by the BRA and payment of interest accrued under the Brownfield Plan.

Section 4.2 BRA or Contract Manager Oversight. The BRA may retain the services of a qualified contract manager to exercise oversight of the Owner and its Environmental Consultant and/or Contractors for purposes of assuring that the activities, invoices and accounting by the Owner are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Agreement, the Brownfield Plan, and Act 381, as amended. The Owner shall provide to the BRA Chairperson and the BRA's contract manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that BRA has no right to control or to exercise any control over the actual services or performance by the Owner of the Eligible Activities, except as to assure that the Owner has met the conditions and requirements of this Agreement.

## ARTICLE 5.

### CONDITIONS PRECEDENT TO BRA'S OBLIGATIONS

Section 5.1 Conditions Precedent to BRA's obligation to reimburse Eligible Activities expenses for the Owner's Development

The obligations of the BRA to reimbursement of costs to the Owner for Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent, which must be satisfied by the Owner as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the BRA. It is expressly agreed that the BRA makes or gives no assurance of payment to the Owner by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan, or as hereafter supplemented or amended, and that its designated contract manager shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any Environmental Consultant under this Agreement. However, so long as an Eligible Activity by the Owner has been approved by the BRA and is authorized by Act 381, as amended and has been conducted and approved in accordance with the following procedure and this Agreement, Owner shall be entitled to reimbursement of its Eligible Activities expenses to the extent TIR is sufficient to cover said costs.

- (a) The Owner shall submit invoices for its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the BRA for consideration. The invoices and corresponding written statement shall identify whether the Eligible Activities are: (1) Baseline Environmental Assessment Activities; (2) Due Care Activities; or (3) Additional Response Activities. Documentation of the costs incurred shall be included with the submission, including proof of payment. The submission shall be signed by a duly authorized representative of Owner and the representations, facts and documentation included therein shall be sworn to as accurate in the presence of a notary. Submissions shall be reviewed by the BRA within a reasonable time or as required under the Brownfield Redevelopment Financing Act, but in no event later than 30 days after submission by Owner. Owner shall cooperate in the review by the BRA by providing information and documentation to supplement the request as reasonably deemed necessary by the BRA.
- (b) All invoices for any Eligible Activities on the Site must be submitted to the BRA for its review within twelve (12) months from the date of payment of the invoice, with the exception of the pre-approved activities as defined under Sections 13(b)(8) or 13(b)(9) of Act 381. None of the costs which the BRA shall reimburse may represent costs that have been paid or reimbursed with proceeds of a grant. BRA shall review the invoice(s) to determine the reasonableness of the invoice and activity as eligible, and documentation to confirm that such activities qualify for reimbursement or payment under the Brownfield Plan and this Agreement. Following the meeting, the BRA shall advise the Owner in writing of its confirmation to approve activities, or if any activities do not qualify, the specific reasons why the BRA believes that such activities do not qualify. In the event that any activities are not approved, the BRA will promptly notify the Owner, and the Owner shall meet with the BRA and resolve or cure the objection, if feasible, at the next scheduled meeting of the BRA. If the BRA does not authorize the reimbursement of any portion of a request for reimbursement, then there shall be no obligation on the part of the BRA to utilize TIR to reimburse such costs that are not authorized by the BRA.
- (c) After the TIR is captured and collected, the BRA shall pay approved costs for Eligible Activities to the Owner from the taxes earmarked in accordance with the Plan to the extent that taxes have been captured and are available in that fiscal year (less BRA administrative expenses per the Plan) to reimburse approved costs of Eligible Activities. Reimbursement will be made at the next scheduled check processing date according to the schedule established by the City of Oak Park Finance Department. In the event that there are insufficient funds available from taxes captured from the sources identified herein to fully reimburse the Owner for approved costs at a particular time from taxes captured from the sources identified herein for the Owner, BRA's repayment obligation shall carry forward to the next period in which funds are available and repayment shall be made at that time but only to the extent captured property TIR is received by the BRA.
- (d) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Owner, the City or the BRA is a party, or

threatened against the Owner, the City or the BRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:

- (1) A material adverse effect upon the ability of the BRA to collect and use TIR to pay the obligations.
- (2) A material adverse effect upon the ability of the Owner to conduct Eligible Activities.
- (3) Any other material adverse effect on the Owner's or the BRA's ability to comply with the obligations and terms of this Agreement, or the Brownfield Plan.

(e) There shall have been no Event of Default by the Developer and no action or inaction by the Developer, eventually, which with the passage of time would likely become an Event of Default.

(f) The Developer shows it is owner of the Site or the Site is under land contract, and the Developer is not in default on any contract or other agreement relating to its ownership, development, or use of the Site.

(g) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses and Development have been secured.

(h) The Developer has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.

(i) There is no change in law which would have one or more of the effects described above.

(j) If for any reason, the Developer is unable to obtain title to the Site, the BRA is not obligated to perform any of the terms of this Agreement.

(k) During the term reimbursement, the Owners shall provide to the BRA an annual report of investment made; the amount, by square foot of new or rehabilitated residential, retail, commercial, or industrial space; and the number of new jobs created. The report for the preceding year shall be delivered to the BRA Chairperson no later than April 1 of each year.

## ARTICLE 6.

### OWNER'S ENVIRONMENTAL CONSULTANT OR THEIR CONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. The Owner covenants that it will contract with a competent and qualified Environmental Consultant and/or Contractors to conduct and complete the Eligible Activities set forth in this Agreement and as set forth in the Brownfield Plan, as amended or supplemented, and to meet any due care obligation under Sec. 20107a, Michigan Natural Resources and Environmental Protection Act, MCL 324.20107a, in accordance with any EGLE requirements and approval.

Section 6.2 Other Services Performed for Owner. It is expressly understood that BRA is not responsible for payment or reimbursement of any services for or expenses that are not Eligible Activities included within the Brownfield Plan. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Environmental Consultant or Contractors, or any third parties; specifically, this Agreement shall not be construed to create any third-party beneficiary contract or claim.

Section 6.3 Regulatory Liaison and Data and Reports. If applicable, the Environmental Consultant or Contractors will provide communication services and attend meetings with EGLE as it relates to those Eligible Activities performed by the Environmental Consultant or Contractors. Environmental Consultant or Contractor shall:

- (a) Submit reports and test results first to the Owner, and shall submit documents to BRA Chairperson within forty-five (45) days thereafter.
- (b) Make known the provisions of this subparagraph to all Environmental Consultants and Contractors, who shall be bound by the confidentiality provisions of this Agreement.
- (c) Submit any such written reports marked "DRAFT FOR DISCUSSION PURPOSES ONLY." To the extent BRA or its designated agent reviews or receives a document marked "confidential," it shall be kept confidential except as prohibited by the Freedom of Information Act or other law or regulation.
- (d) Disclose on request to BRA Chairperson all data, reports, and test results generated by the Environmental Consultant or Contractors within the scope of this Reimbursement Agreement.

Section 6.4 Non-Discrimination Clause. Neither the Owner, Environmental Consultant, nor Contractor shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this provision may be regarded as a material breach of this Agreement.

Section 6.5 Disposal of Hazardous Waste. In the event that samples or other materials contain substances classified as "hazardous waste" under state or federal law, the Owner shall, under a 75024236.1

manifest signed by the Owner or its agent, as the generator, have such samples transported for final disposal to a location selected by the Owner or its Environmental Consultant or Contractors. It is expressly understood that the BRA has no oversight or other control or authority over the Owner's obligation to properly dispose of Hazardous Waste under the terms of this Section.

Section 6.6 Compliance With Laws. While on the Site or Development, the Owner, the Environmental Consultant, and the Contractors shall impose work orders on their employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters.

Section 6.7 Environmental Consultant or Contractor Insurance. Throughout the construction period of the Development, the Owner shall assure that the Environmental Consultant and Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least \$1,000,000 per occurrence, which policy shall name the BRA and the City as additional insured to the extent of the indemnity provided in Section 2.3.
- (c) Pollution or Environmental Impairment Insurance in the amount of at least \$1,000,000 per occurrence.
- (c) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- (e) The Owner shall furnish to BRA proof of insurance within thirty (30) days of the date of the later of this Agreement or the commencement of the Eligible Activities by such Environmental Consultant or Contractor, and the period of coverage shall commence with the date of performance of the first Eligible Activity by such insured person or entity. The limits of insurance shall not be construed as a limitation on the Environmental Consultant's or Contractor's liability for damages, costs or expenses under this Agreement.
- (f) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific contractor or sub-contractor, the Owner may request in writing a reduction of the amount of coverage in Section 6.7(b) to \$500,000; upon the same showing, the Owner may also request as to a specific Environmental Consultant or Contractor a waiver of the Environmental Impairment Insurance required by Section 6.7(c). The BRA will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

## ARTICLE 7.

### REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of BRA. BRA represents and warrants to the Owner that:

- (a) BRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the BRA, and this Agreement constitutes a valid and binding agreement of the BRA enforceable in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 7.2 Representations and Warranties of the Owner. The Owner represents and warrants to the BRA that:

- (a) The Owner is a Michigan corporation with power under the laws of such state to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the Owner.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Owner, and this Agreement constitutes a valid and binding agreement of the Owner in accordance with its terms, except as enforce ability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.
- (c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, the Owner or its Contractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.
- (d) Owner warrants that it will comply with all obligations, covenants and conditions required of it under the terms of this Agreement.
- (e) Owner shall comply with all due care obligations under Sec. 7a of Part 201 of the Michigan Natural Resources and Environmental Protection Act.
- (f) Owner has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

## **ARTICLE 8.**

### OWNER FINANCIAL ASSURANCES

Section 8.1 Insurance. The Owner shall obtain and provide proof of the following current in-force insurance:

- (a) If applicable, Worker's Compensation in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability, including Umbrella Liability Insurance for any such underlying liability, and Automobile Insurance for bodily injury, death or loss or damage to property of third persons in the minimum amount of \$2,000,000 per occurrence.

The Owner shall furnish to BRA a certified copy of such policies within fourteen (14) days of the date of this Agreement, and the period of coverage shall commence with the date of this Agreement.

## **ARTICLE 9.**

### DEFAULT, REMEDIES, AND TERMINATION

Section 9.1 Remedies Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may provide written notice of default to the defaulting party, and the defaulting party shall have twenty-eight (28) days from the date of the notice to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to seek any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek a decree of specific performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorney fees.

Section 9.2. Adjustments. If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the BRA is required to reimburse any TIR to the City or any other tax levying unit of government, the BRA may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Owner. If all amounts due the Owner under this Agreement have been fully paid or the BRA is no longer obligated to make any further payments to Owner, the BRA shall invoice the Owner for the amount of such reimbursement and the Owner shall pay the BRA such invoiced amount within 30 days of the Owner's receipt of the invoice. Amounts invoiced and paid to the BRA by the Owner pursuant to this paragraph shall be reinstated as Eligible Costs for which the Owner shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of Owner to appeal any tax assessment.

**ARTICLE 10.**

**MISCELLANEOUS**

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of BRA's obligations to the Owner under this Agreement but in no event will the BRA's obligations exceed the term of the Brownfield Plan.

Section 10.2 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to BRA:

City of Oak Park Brownfield Redevelopment Authority  
14000 Oak Park Blvd., Oak Park MI 48237  
Attn: Erik Tungate, City Manager

With copies to:

City Council:  
Oak Park City Council  
c/o City Clerk  
14000 Oak Park Blvd., Oak Park MI 48237

and

City Attorney's Office  
14000 Oak Park Blvd. Oak Park, MI 48237

If to the Owner:

Barton Malow Company  
21090 Fern St.  
Oak Park, MI 48237  
Attn: Johannah Steinbrecher-Booker

With copies to:

Barton Malow Holdings LLC  
26500 American Drive  
Southfield, MI 48034  
Attn: Katie Long

or to such other address as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties concerning the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, with regard to the subject matter hereof among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Delivery of an executed counterpart of this Agreement by electronic transmission (including PDF) shall be effective as delivery of a manually executed counterpart.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Owner's lenders with respect to the Project to secure the Owner's financing from such lenders.

Section 10.11 No Waiver. No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 10.12 Survival of Covenants. Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 10.13 Disputes. The parties acknowledge and agree that any disputes arising under this Agreement shall be governed by Michigan law and resolved by a court of competent jurisdiction.

Section 10.14 Assignment. In the event of a proposed change of ownership in the Eligible Property subject to the Brownfield Plan covered by this Agreement, any assignment or transfer of any right or obligation hereunder shall be subject to approval by the BRA. Such assignment or transfer shall be subject to all provisions under this Agreement and BRA's consent to Owner's assignment shall release Owner from its obligations hereunder. This Agreement shall not be affected or altered in any way by any sale, lease, or other disposition or sale of all or a portion of the Property.

Section 10.15 Digital Signatures. The Parties acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, et seq. that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the Parties to this Agreement.

Section 10.16 Legislative Authorization. This Agreement is governed by and subject to the provisions of the Brownfield Redevelopment Financing Act and the Michigan General Property Tax Act. In the event that there is legislation enacted in the future which restricts or adversely affects the amount of TIR that may be captured, Eligible Properties, or Eligible Activities relating to already approved plans, then the rights or obligations of Owner and the BRA under this Agreement shall be modified accordingly.

IN WITNESS WHEREOF, the BRA and the Owner have caused this Agreement to be duly executed and delivered as of the date first written above.

Owner: **Barton Malow Company**

---

By: Brandon Booth  
Its: Secretary

**CITY OF OAK PARK BROWNFIELD  
REDEVELOPMENT AUTHORITY**

---

By: Joe Brown  
Its: Chairperson

Approved as to form:

---

By: Authorized agent  
Its: BRA/City Attorney

Exhibit A  
Legal Description of Eligible Property and Property

See Appendix B of the Brownfield Plan.

Exhibit B  
Brownfield Plan

See attached Brownfield Plan approved on December 15, 2025.



# CITY OF OAK PARK

## Department of Municipal Services

**Mayor**  
Marian McClellan  
**Mayor Pro Tem**  
Julie Edgar  
**Council Members**  
Solomon Radner  
Shaun Whitehead  
Stephanie Crawford  
**City Manager**  
Erik Tungate

March 18, 2026

Michelle Bishop  
Manager of Authorities – City of Oak Park  
Brownfield Redevelopment Authority  
Michigan Department of Environment, Great Lakes, and Energy

Re: The Barton Malow Oak Park Yard Expansion Project EGLE Brownfield Program Grant

Abigail Hanson:

The City of Oak Park and the Oak Park Brownfield Redevelopment Authority supports the EGLE Brownfield Redevelopment Program Grant application for The Barton Malow Oak Park Yard Expansion Project in Oak Park. The grant will greatly assist in the redevelopment of the properties which consists of approximately 9.3 acres of land previously developed with three industrial buildings that were constructed at varying times between the 1950s and 1980s.

This approximately \$25 million project consists of demolition of existing buildings at 12992 and 13000 West Eight Mile Road and the construction of a new, approximately 51,000 square-foot building with parking and stormwater detention. The new building is intended to be occupied by Barton Malow to support their expanding growth, which will include added office space, a laydown yard, and storage. 12990 West Eight Mile Road building will be renovated for storage. Known contamination is suspected to be related to off-site migration from properties to the north of the property and/or former industrial uses at the property. Perched groundwater is encountered at approximately 2 – 3 feet below ground surface. Fill material to approximately 8 feet below ground surface (bgs) was also encountered at the property during site assessment activities. The grant funds are anticipated to be utilized to offset significant costs of demolishing the existing buildings, the increased costs for collection, treatment and discharge of contaminated groundwater.

The project is in compliance with local zoning and planning ordinances and has site plan approval.

Please feel free to contact Kimberly Marrone, Municipal Services Director, Oak Park, with any questions you may have at (248) 691-7404 or [kmarrone@oakparkmi.gov](mailto:kmarrone@oakparkmi.gov).

Sincerely,

Mayor Marian McClellan, City of Oak Park



# CITY OF OAK PARK, MI STAFF REPORT

## 5.G

**AGENDA FOR:** April 6, 2026

**SUBJECT:** 11 Mile Water Tower/Social District Final Mural Rendition

**DEPARTMENT:** Economic and Community Development

**FROM:** Michelle Bishop, Manager of Authorities

**SUMMARY:** The 11 Mile Water Tower Social District mural has been finalized, and the artist is planning to begin the installation the week of 4/13. There were some minor design tweaks that the OPCIA board requested, but the look overall remained consistent with what was presented last fall. Desiree Kelly is the chosen artist, and she was the artist who completed the Library mural last year.

About the chosen artist: Desiree Kelly is an award-winning artist who spent time growing up in both Detroit and Oak Park. She attended Ferndale High School. She was introduced to oil painting while studying Graphic Design at Wayne State University. Raised on the eastside, she became inspired by the environment and developed a style of storytelling through portraits. She is known for her distinctive style of painting, which is mixture of "street art" & traditional oil technique. In 2019, she was named by Crain's Detroit Business as a "Twenty in their 20's" honoree, which highlights outstanding young leaders in business. Subsequently, she became the first Visual Artist (Painter) in history to be named to the list. Her work can be experienced and seen all over metro Detroit in permanent and temporary public collections like the Coleman A.Young Municipal Building, Kuzzo's Chicken & Waffles, Eastern Market & the historical Alger Theater in Detroit. She has been commissioned by a number of private collections and public corporations, which include: The Ellen DeGeneres Show, Pandora (jewelry), Detroit Pistons, Meijer, Converse, Jack Daniels, Kroger (stores), City of Royal Oak(MI), Beaumont Health, Carhartt, FootLocker, PUMA, and more! Most recently, she completed the mural on the Oak Park Public Library.

**FINANCIAL STATEMENT:** The mural will be funded out of the 11 Mile Road, Alleys, and Parking Lot Reconfiguration Project - 813-18.444-970.000.

**RECOMMENDED ACTION:** It is recommended that the City Council approve the final rendition of the 11 Mile Social District mural.

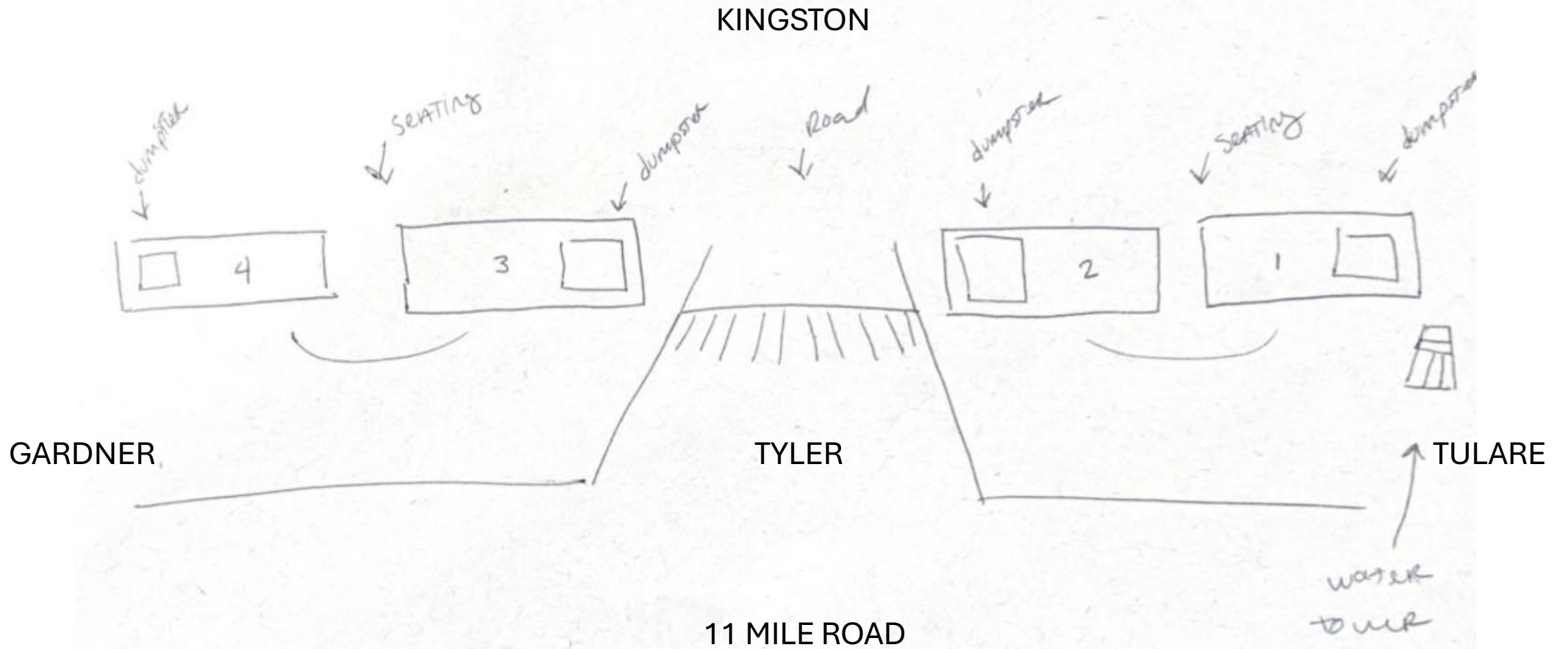
**EXHIBITS:**

1. Mural Update March 2026 3-26

# 11 Mile Social District Mural Design Final Update 3-26-26



# 11 Mile Social District Mural Wall overview



# 11 Mile Social District Mural Wall overview

Wall 1



Wall 2



Wall 3



Wall 4



# 11 Mile Social District Mural – Wall 1

BEFORE



AFTER



# 11 Mile Social District Mural – Wall 1



# 11 Mile Social District Mural – Wall 2



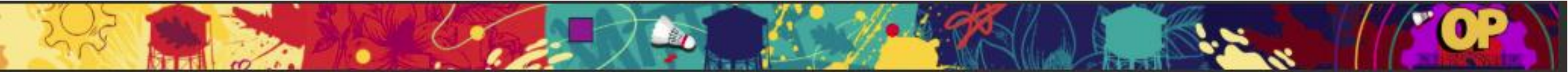
# 11 Mile Social District Mural – Wall 3



# 11 Mile Social District Mural - Wall 4



BEFORE



AFTER





# CITY OF OAK PARK, MI STAFF REPORT

## 5.H

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Invoices No. 2 and No. 3 from Giffels Webster for Master Planning Services in the total amount of \$11,647.50.

**DEPARTMENT:** Municipal Services

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** Attached are Invoices No. 2 and No. 3 from Giffels Webster for Master Planning Services as part of the 2026 Master Plan update project. This project is approximately 25% completed.

**FINANCIAL STATEMENT:**

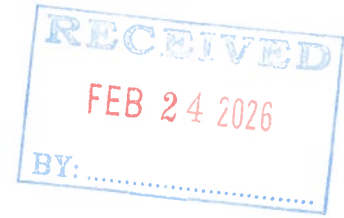
<u>Project</u>	<u>This Period</u>	<u>Prior Billings</u>	<u>To Date</u>	<u>Contract Amount</u>	<u>Account Number</u>
Master Plan Update	\$11,647.50	\$5,823.75	\$17,471.25	\$69,885.00	101-11.611-801.000

**RECOMMENDED ACTION:** It is recommended that invoices No. 2 and No. 3 from Giffels Webster for the 2026 Master Plan Services be approved for the total amount of \$11,647.50. Funding is available in the above listed account.

**EXHIBITS:**

1. Giffels Webster\_Invoice No. 2
2. Giffels Webster\_Invoice No. 3

# giffels webster



28 W. Adams, Suite 1200  
Detroit, MI 48226  
(313) 962-4442

CITY OF OAK PARK  
14000 OAK PARK BLVD  
OAK PARK, MI 48237  
KIM MARRONE

Invoice number      137013  
Date                    02/17/2026  
Project No.            2074300

Project:            OAK PARK MASTER PLAN

For professional services through January 31, 2026

Description	Due This Invoice
Existing Conditions	5,823.75
<b>Total</b>	<b>5,823.75</b>

Invoice total      5,823.75

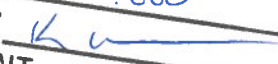
Payment 2 of 12: \$5,823.75

**Outstanding Invoices**

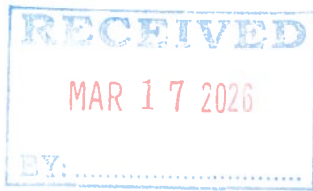
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
136801	01/21/2026	5,823.75	5,823.75				
137013	02/17/2026	5,823.75	5,823.75				
<b>Total</b>		<b>11,647.50</b>	<b>11,647.50</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

REVIEW DATE: 2-16-26

ACCOUNT NUMBER: 101-11-611-801.000

APPROVED: 

FOR PAYMENT



# giffels webster

28 W. Adams, Suite 1200  
Detroit, MI 48226  
(313) 962-4442

CITY OF OAK PARK  
14000 OAK PARK BLVD  
OAK PARK, MI 48237  
KIM MARRONE

Invoice number 137174  
Date 03/11/2026  
Project No. 2074300

Project: OAK PARK MASTER PLAN

For professional services through February 28, 2026

Description	Due This Invoice
Existing Conditions	5,823.75
<b>Total</b>	<b>5,823.75</b>

Invoice total 5,823.75

Payment 3 of 12: \$5,823.75

**Outstanding Invoices**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
137013	02/17/2026	5,823.75	5,823.75				
137174	03/11/2026	5,823.75	5,823.75				
	<b>Total</b>	<b>11,647.50</b>	<b>11,647.50</b>	0.00	0.00	0.00	0.00



# CITY OF OAK PARK, MI STAFF REPORT

## 5.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Payment No. 2 to Stantec for Professional Design Services for Tyler Park in the amount of \$1,998.00

**DEPARTMENT:** Administration

**FROM:** Adam Owczarzak, Deputy City Manager

**SUMMARY:** Administration is requesting council approval for a payment of \$1,998 to Stantec for professional design services related to improvements at Tyler Park. The contracted work includes planning, design development, and preparation of project documents to support upcoming park upgrades. This investment reflects the city's ongoing efforts to enhance local recreational spaces and provide improved amenities for residents.

**FINANCIAL STATEMENT:** The total contract for design services is \$42,150, with \$1,998 being requested for this period.

**RECOMMENDED ACTION:** It is recommended that council approve the Design Services Invoice from Stantec in the total amount of \$1,998. Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

**EXHIBITS:**

1. Stantec Payment #2

<b>Invoice Number</b>	2539210
<b>Invoice Date</b>	March 20, 2026
<b>Purchase Order</b>	214100730
<b>Customer Number</b>	1393099
<b>Project Number</b>	214100730

**Bill To**  
 City of Oak Park, MI  
 Erik Tungate  
 14000 Oak Park Boulevard  
 Oak Park MI 48237  
 United States

**EFT/ACH Remit To (Preferred)**  
 Stantec Architecture Inc.  
 Bank of America  
 ABA No. : 111000012  
 Account No: 4427136663  
 Email Remittance: eft@stantec.com

**Alternative Remit To**  
 Stantec Architecture Inc.  
 13980 Collections Center Drive  
 Chicago IL 60693  
 United States

<b>Project</b>	<b>Oak Park - Tyler Park Ballfields</b>			
	Project Manager	Calhoun, Patrick M	Contract Upset	42,150.00
	Current Invoice Total (USD)	1,998.00	Contract Billed to Date For Period Ending	32,553.00 <b>March 5, 2026</b>

Email invoice to: aowczarzak@oakparkmi.gov

<b>Top Task</b>	<b>100</b>	<b>Oak Park Tyler STN</b>			
			<b>Total Invoiced</b>	<b>Previously Invoiced</b>	<b>Current Invoice</b>
<b>Progress Charge</b>	9,990.00 x	70.00 % Complete	6,993.00	4,995.00	1,998.00
Top Task Subtotal	Oak Park Tyler STN				1,998.00
		<b>Total Fees &amp; Disbursements</b>			1,998.00
		<b>INVOICE TOTAL (USD)</b>			<b>1,998.00</b>

**Net Due in 28 Days or in accordance with terms of the contract**  
**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

## MERCHANT'S LICENSES - APRIL 06, 2026

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEE	BUSINESS TYPE
100 EATS 1 LLC / GUIDO'S PREMIUM PIZZA	25298 GREENFIELD RD	\$ 150.00	RESTAURANT
WHOLESALEERS LLC DBA MATTRESS BY APPOINTME	26038 GREENFIELD RD	\$ 150.00	RETAIL
LIFESTYLE ATHLETICS HEALTH FITNESS	10820 W NINE MILE RD	\$ 150.00	GYM

RENEWALS FOR 2026	ADDRESS	FEE	BUSINESS TYPE
SLOT SPEEDWAY USA INC	10200 CAPITAL AVE	\$ 150.00	RETAIL
AUTO METAL CRAFT, INC	10230 CAPITAL AVE	\$ 187.50	FABRICATOR
SFT FOODS LLC	12930 CAPITAL AVE	\$ 150.00	FOOD MANUFACTURING
CHEAT'S RENT-ALL	20800 COOLIDGE HWY	\$ 150.00	EQUIPMENT REPAIR
SCA OF MI, LLC	21430 COOLIDGE HWY	\$ 150.00	STREET SWEEPING
POE RESTORATION WATERPROOFING	21620 COOLIDGE HWY 200	\$ 225.00	CONTRACTOR
SPECIALTIES SHOWROOM	21750 COOLIDGE HWY	\$ 150.00	RETAIL
DOLLAR GENERAL	22100 COOLIDGE HWY	\$ 150.00	RETAIL
HAIR N THINGS BEAUTY SALON	22105 COOLIDGE HWY	\$ 225.00	SALON
GOLDEN BOWL INC	22120 COOLIDGE HWY	\$ 150.00	RESTAURANT
NOVA 9 LLC	22153 COOLIDGE HWY	\$ 225.00	RETAIL
SALON ULTIMO	22155 COOLIDGE HWY	\$ 187.50	SALON
BEAUTY HOUSE BUNDLES LLC	23140 COOLIDGE HWY	\$ 225.00	RETAIL
OAK PARK BARBERS	26003 COOLIDGE HWY	\$ 225.00	BARBERSHOP
GOLD CORP INC	21600 GREENFIELD RD # 100	\$ 150.00	JEWELRY
MAGIC DISCOUNT JEWELRY	21600 GREENFIELD RD # 108	\$ 150.00	JEWELRY
FITNESS SOLUTIONS (JDS TRAINING LLC)	21700 GREENFIELD RD # 144	\$ 225.00	FITNESS
ALLWELL PHYSICAL THERAPY AND REHABI	21700 GREENFIELD RD # 257	\$ 187.50	REHABILITATION
KEEPIFLY BRAIDING STUDIO	21900 GREENFIELD RD 204	\$ 225.00	SALON
EYECARE 4 YOU	23300 GREENFIELD RD # 114	\$ 225.00	RETAIL
BOBBI'S PLACE	23300 GREENFIELD RD # 117-119	\$ 150.00	SALON
CPR CELL PHONE REPAIR OAK PARK	24800 GREENFIELD RD	\$ 187.50	RETAIL
EKELMAN, RON	25900 GREENFIELD RD # 208	\$ 225.00	OFFICE
LAW OFFICES OF IVAN L LAND PC	25900 GREENFIELD RD # 210	\$ 187.50	OFFICE
CONSULTANTS IN OPHTHALMOLOGY DBA DR OTIS B	25900 GREENFIELD RD # 239	\$ 150.00	OFFICE
DTLR, INC	26130 GREENFIELD RD	\$ 150.00	RETAIL
LARA STOP & SHOP INC.	26700 GREENFIELD RD	\$ 150.00	GAS STATION
AVIS MANAGEMENT LLC	26640 HARDING AVE	\$ 150.00	OFFICE
NERD OUT, LLC	8106 W NINE MILE RD	\$ 187.50	RETAIL
OAK-FERN GALLERIA LLC	8520 W NINE MILE RD	\$ 150.00	OFFICE
NEIGHBOR OAK PARK	8600 W NINE MILE RD	\$ 150.00	GAS STATION
DREAMSCAPES FAMILY DENTISTRY	10300 W NINE MILE RD	\$ 187.50	DENTISTRY
EVOLVE SALON	12712 W NINE MILE RD	\$ 187.50	SALON
VIBRANT VIZIONZ LLC	12714 W NINE MILE RD	\$ 187.50	RETAIL
MY PLACE CENTER FOR WELLNESS	12718 W NINE MILE RD	\$ 150.00	MEDICAL
MANE EVENT	15405 W NINE MILE RD	\$ 187.50	BARBERSHOP
OAKLAND CABINET COATINGS	8800 NORTHEND AVE	\$ 150.00	MANUFACTURING
DISCOUNT OFFICE & EQUIPMENT	12780 NORTHEND AVE	\$ 150.00	RETAIL
SON SUN BEAUTY SUPPLY	13421 TEN MILE	\$ 225.00	RETAIL
MURRAY'S WORLDWIDE INC	21930 WYOMING	\$ 150.00	WAREHOUSE



# CITY OF OAK PARK, MI STAFF REPORT

## 8.A

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of June 2, 2026 together with penalty of ten percent (10%) for Special Assessment Districts #731 Delinquent Utilities, #732 False Alarms, #733 Miscellaneous Concrete Replacement, and #734 Property Blight.

**DEPARTMENT:** Finance/Assessing

**FROM:** Steve Lukasik, Deputy Treasurer

**SUMMARY:** At the council meeting of March 16, 2026, City Council adopted Special Assessment Resolution No. 8, establishing April 6, 2026, as the date for the public hearing on the rolls of Special Assessment Districts #731 - Delinquent Utilities, #732 - False Alarms, #733 - Miscellaneous Concrete Replacement and #734 - Property Blight.

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** To adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of June 2, 2026, together with penalty of ten percent (10%) for Special Assessment Districts #731 - Delinquent Utilities, #732 - False Alarms, #733 - Miscellaneous Concrete Replacement and #734 - Property Blight.

**EXHIBITS:**

1. Resolutions 9 and 10

**CITY OF OAK PARK  
MICHIGAN**

**SPECIAL ASSESSMENT RESOLUTION NO. 9**

Meeting of the City Council of April 6, 2026: The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for expenses incurred on private premises for Districts #731 - Delinquent Utilities, #732 - False Alarms, #733 – Miscellaneous Concrete Replacement and #734 - Property Blight.

The Clerk announced that the following written objections had been filed:

Objections were received at the public hearing as follows:

The following exceptions were made to Special Assessment Rolls:

The following resolution was offered by \_\_\_\_\_, and supported by \_\_\_\_\_:

BE IT RESOLVED that Special Assessment Rolls #731, #732, #733, and #734 as prepared and revised by the City Assessor, are hereby confirmed.

ROLL CALL VOTE:        Yes:  
                                  No:  
                                  Absent:

**MOTION DECLARED ADOPTED**

STATE OF MICHIGAN    )  
                                  ) §  
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on April 6, 2026, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 6<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
T. Edwin Norris, City Clerk

**CITY OF OAK PARK  
MICHIGAN**

**SPECIAL ASSESSMENT RESOLUTION NO. 10**

At a Regular Meeting of the City Council of the City of Oak Park, held the 6<sup>th</sup> day of April, 2026, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

The following preamble and resolution was offered by \_\_\_\_\_, and supported by \_\_\_\_\_:

WHEREAS, by resolution adopted April 6, 2026, Special Assessment Rolls #731, #732, #733 and #734 were confirmed by City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on June 2, 2026, in full, together with penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date June 2, 2026.

ROLL CALL VOTE:           Yes:  
                                  No:  
                                  Absent:

**MOTION DECLARED ADOPTED**

STATE OF MICHIGAN    )  
                                  )§  
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on April 6, 2026, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 6<sup>th</sup> day of April,  
2026

\_\_\_\_\_  
T. Edwin Norris, City Clerk





# CITY OF OAK PARK, MI STAFF REPORT

## 9.A

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request for a special event License submitted by Dog and Pony Show Brewing, 14461 W 11 Mile Rd. Suite #200, for the Angelfish Elementary PTA Cornhole Tournament Event to be held on April 26, 2026, from 10:00 am - 4:00 pm.

**DEPARTMENT:** City Clerk

**FROM:** Jo Lynn Williams-Elliott, Deputy City Clerk

**SUMMARY:** See attachments

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** Please Approve

**EXHIBITS:**

1. Special Event - PTA cornhole Tournament
2. Special Event Sign off -PTA cornhole tournament

**CITY OF OAK PARK  
MICHIGAN  
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: ~~3/11/26~~ 3/11/26

**Applicant Information**

Applicant/Business Name: Dog and Pony Show Brewing

Applicant/Business Address: 14661 W 11 Mile Rd Ste #200

Phone number: 2488508910 E-Mail Address: kyle.gierada@gmail.com

Relation of applicant to business: Owner

Has applicant ever been convicted of a felony?  Yes  No

**Owner Information**

Owner or manager of site: Kyle Gierada Phone: 2488508910

Names and addresses of partners or officers of corporation:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**Event Information**

Proposed date(s) of event: Sunday, April 26th 2026 Has this event been held previously?  Yes  No

Address or location of event: 14661 W 11 Mile Rd Ste #200 Oak Park, MI

Is this a City owned park? Yes (city parking lot)

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations?  Yes  No

Nature, purpose, and detailed description of event: Angelfish Elementary PTA Cornhole Tournament  
\_\_\_\_\_  
\_\_\_\_\_

Will the event be open to the public?  Yes  No

If yes, please describe how so: Non ticketed event, all are welcome. Entry fees benefit Berkley schools. Teams can register online.  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of people attending event? 250 Hours of Event: 10am to 4pm

Are you requesting to have a parade?  Yes  No **If yes, please attach a map of the parade route**

Where will the parade participants be walking?  Sidewalks  Streets

Will the parade require streets to be blocked off?  Yes  No

If yes, how many streets/intersections will need to be blocked : NA

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

**Food Services**

Will food or beverages be sold at event?  Yes  No, if yes please list type(s) of food to be sold:  
Beer will be sold from the taproom during the event and consumed only inside the designated area.

Will the food be prepackaged or prepared on site: Food truck will be at the event

**Please note:** *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

**Mechanical Amusement**

Will there be any mechanical rides at event?  Yes  No, if yes, please provide the name and the address of amusement operators: \_\_\_\_\_

Will the event have a moonwalk?  Yes  No, if yes, please provide the name and address of Company/Entity providing moonwalk: \_\_\_\_\_

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NA

**Please Note:** *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

**Technical/Support**

Will the event require use of electrical supply source?  Yes  No, if yes, please describe:

\_\_\_\_\_

Will sanitary facilities be required at event?  Yes  No

Will tent(s) be used at the event?  Yes  No, if yes, please state size(s) of tent:

Pop up tents for shade/weather protection will be setup in the parking lot

Will the event have banners displayed?  Yes  No, if so, please provide the number of signs and dimension(s): \_\_\_\_\_

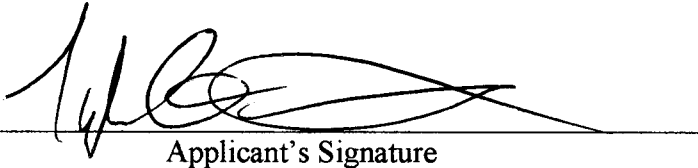
\_\_\_\_\_

**Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.***

***Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.***

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.



Applicant's Signature

State of Michigan

ss

County of \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by  
\_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public

CITY OF OAK PARK  
14000 OAK PARK BLVD  
OAK PARK, MI 48237  
WWW.OAKPARKMI.GOV

Received From:  
DOG AND PONY SHOW BREWING, L.L.C.  
Date: 03/11/2026 Time: 2:17:39 PM  
Posting Date: 03/11/2026  
Receipt: 743691 \*\*\* REPRINT \*\*\*  
Cashier: BJOHNS

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	\$100.00
Special Business Lic/Permits	\$100.00
TOTAL	\$100.00
CHECK 2230	\$100.00
Total Tendered:	\$100.00
Change:	\$0.00

**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**PTA Cornhole Tournament  
 14661 11 Mile - WTD Parking Lot  
 DATE: April 26, 2026 at 10:00 am – 4:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>MUNICIPAL SERVICES</b> <i>Kim Marrone</i> <i>*Dan Fairless</i>	Food trucks must be registered with the City of Oak Park	N/A	N/A
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrols	30 mins	NA
<b>RECREATION</b> <i>Laurie Stasiak</i>	N/A	N/A	N/A
<b>DPW</b> <i>Dave Decoster</i>	Drop off / Pick Up Barricades	2 Hours	N/A
<b>CITY ATTORNEY</b> <i>Courtney Krause</i>	The entity/individual needs to purchase special event insurance or add the City to a Commercial General Liability Policy as an additional insured for purposes of this event, only. Insurance certificates must be provided identifying the City as an additional insured for the event date as a condition for approval.	N/A	
<b>ADMINISTRATION</b> <i>Adam Owczarzak</i>	Recommend approval contingent upon applicant meeting the requirements listed.		\$100 fee paid



# CITY OF OAK PARK, MI STAFF REPORT

## 9.B

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request for a special event license submitted by Mother Handsome, 14461 W. 11 Mile Rd. Ste 500, for a Kentucky Derby party to be held May 2, 2026 from 3:00 pm - 9:00 pm.

**DEPARTMENT:** City Clerk

**FROM:** Jo Lynn Williams-Elliott, Deputy City Clerk

**SUMMARY:** See attachments

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** Please approve

**EXHIBITS:**

1. Special Event App- Kentucky Derby
2. Special Event Sign off -Kentucky Derby

**CITY OF OAK PARK, MICHIGAN  
APPLICATION FOR SPECIAL EVENT LICENSE**

*Special event* means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants.

Today's Date: 3/13/26

**Applicant Information**

Applicant/Business Name: MOTHER HANDSOME

Applicant/Business Address: 14661 W 11 MILE RD STE 500

Phone number: 248.939.3691 E-Mail Address: INFO@MOTHERHANDSOME.COM

Relation of applicant to business: OWNER

**Owner Information**

Owner or manager of site: RANDOLPH BUILDING VENTURES Phone: 947.366.0927

Names and addresses of partners or officers of corporation:  
ED HERSCH  
\_\_\_\_\_  
\_\_\_\_\_

**Event Information**

Proposed date(s) of event: 5/2/26 Has this event been held previously?  Yes  No

Address or location of event: 14661 W 11 MILE RD STE 500

Is this a city owned park?  Yes  No

Nature, purpose, and detailed description of event: KENTUCKY DERBY PARTY  
\_\_\_\_\_  
\_\_\_\_\_

Will the event be open to the public?  Yes  No

If yes, please describe how so: OPEN TO PUBLIC AT OUR RESTAURANT  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of people attending event? 200 Hours of Event: 3PM-9PM

**Street Closure**

Are you requesting to have a parade?  Yes  No **If yes, please attach a map of the parade route**

Where will the parade participants be walking?  Sidewalks  Streets

Will the parade require streets to be blocked off?  Yes  No

If yes, please describe. \_\_\_\_\_

Are you requesting a street to be closed or blocked off for your event?  Yes  No

**Please note: Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event. (Form attached)**

**Food Services**

Will food or beverages be sold at event?  Yes  No If yes please list type(s) of food to be sold:  
OUR HOUSE FOOD

Will the food be prepackaged or prepared on site:  Yes  No

**Please note: If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for an inspection. You will also need to provide temporary water services at the site where the food is prepared.**

**Mechanical Amusement**

Will there be a mechanical ride, bounce house or other special activity at the event?  Yes  No  
If yes, please describe and provide the name and address of the company/entity providing the amusement.

**Please Note: You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as "additional insured."**

**Technical/Support**

Will the event require use of electrical supply source?  Yes  No If yes, please describe:

\_\_\_\_\_

Will sanitary facilities be required at the event?  Yes  No

Will tent(s) be used at the event?  Yes  No If yes, please state size(s) and description:

\_\_\_\_\_

Will the event have banners displayed?  Yes  No, if so, please provide the number of signs and dimension(s):

\_\_\_\_\_

**Please Note:**

*If a temporary generator or electric supply source is provided, you must provide an Electrical permit from a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

*Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270 of the City Code.*

The fee for a Special Event application is \$100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and Municipal Services. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

I am requesting a waiver of the \$100 application fee.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request and grounds to revoke any prior approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

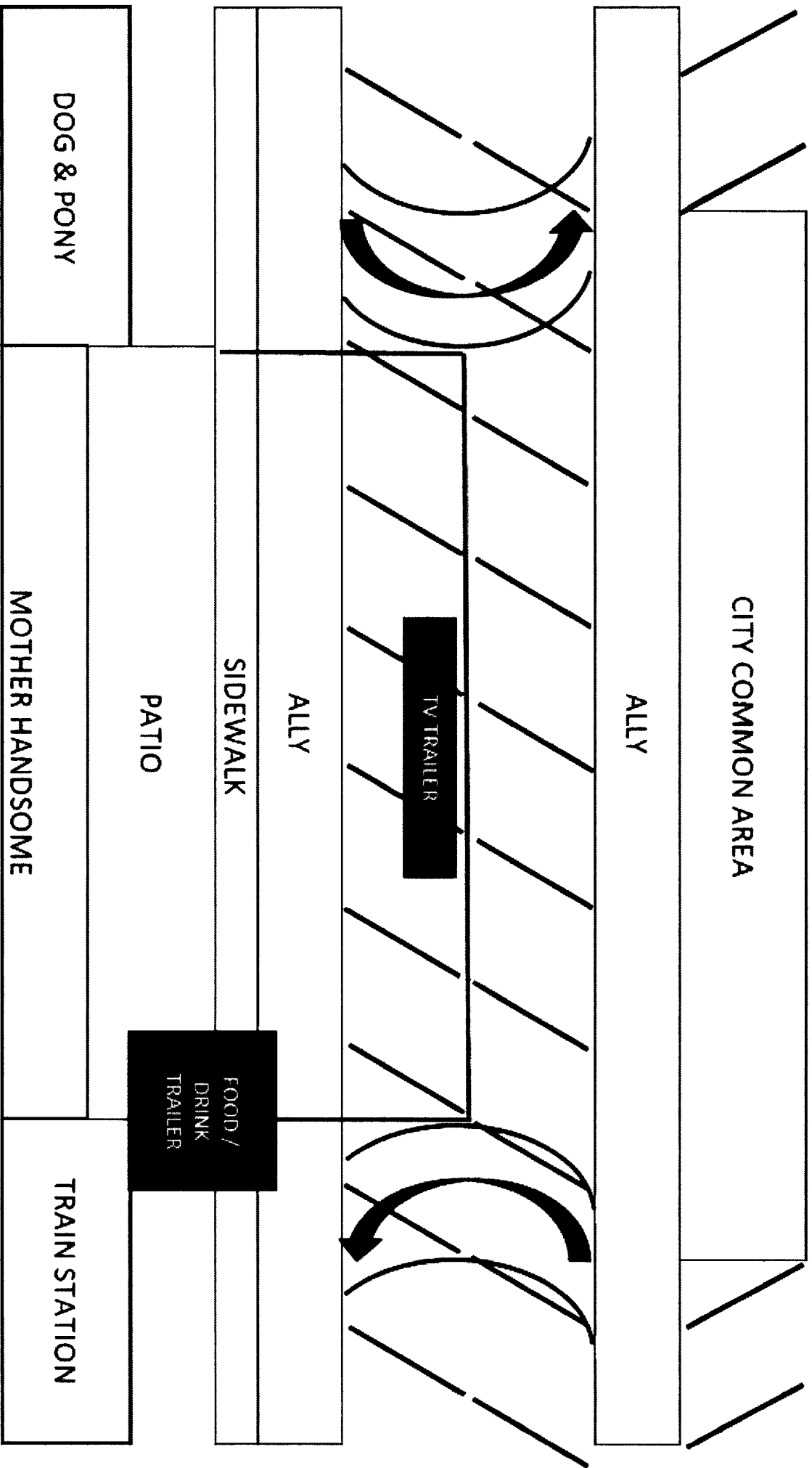
  
Applicant's Signature

3/13/26

Date

3/24





CITY OF OAK PARK  
 14000 OAK PARK BLVD  
 OAK PARK, MI 48237  
 WWW.OAKPARKMI.GOV

# CITY OF OAK PARK

## OFFICE OF THE CITY CLERK

Received From: TYE, AARON  
 ABV GROUP LLC  
 Date: 03/13/2026 Time: 10:24:06 AM  
 Posting Date: 03/13/2026  
 Receipt: 743969  
 Cashier: KBARBER

DATE: \_\_\_\_\_

ITEM REFERENCE	AMOUNT	
BUSI Special Business Lic/Permits		\$ 10.00
Special Business Lic/Permits	\$100.00	\$ 25.00
<hr/>		
SUB-TOTAL	\$100.00	\$ _____
<hr/>		
Total Tendered:	\$100.00	\$ 10.00
ORDER #: 193851169		\$ 10.00
Credit Card Type Visa		\$ 10.00
CC Processing Fee	\$3.00	\$ 25.00
DEBIT CARD XXXXXXXXXXXX0071	\$103.00	\$ 50.00
Grand Total:		\$ 100.00
Change:	\$0.00	\$ 10.00
<hr/>		
Signature		\$ 125.00
		\$ 5.00
		\$ 400.00
Precious Metals License		\$ 50.00
Sidewalk Sale		\$ 10.00
<del>Special Event Fee</del>		<del>\$ 100.00</del>
Liquor License –		
New On-Premises Consumption or		
transfer of owner		\$ 800.00
Adding additional owners (Per Owner)		\$ 200.00
Background Check (Per applicant)		\$ 75.00
Annual Renewal		\$ 250.00
Vendor License - Food		\$ 50.00
Vendor License Lawn Care/Snow Removal		\$ 50.00
Other: _____		\$ _____

**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**Kentucky Derby Party**

**Mother Handsome**

**14661 11 Mile STE 500**

**DATE: May 2, 2026 at 3:00 pm – 9:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>MUNICIPAL SERVICES</b> <i>Kim Marrone</i> <i>*Dan Fairless</i>	N/A	N/A	N/A
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrols	45 Min	N/A
<b>RECREATION</b> <i>Laurie Stasiak</i>	N/A	N/A	N/A
<b>DPW</b> <i>Dave Decoster</i>	Drop Off / Pick Up Barricades	2 Hours	N/A
<b>CITY ATTORNEY</b> <i>Courtney Krause</i>	The entity/individual needs to purchase special event insurance or add the City to a Commercial General Liability Policy as an additional insured for purposes of this event, only. Insurance certificates must be provided identifying the City as an additional insured for the event date as a condition for approval.	N/A	N/A
<b>ADMINISTRATION</b> <i>Adam Owczarzak</i>	Recommend approval contingent upon applicant meeting the requirements listed.		\$100 fee paid



# CITY OF OAK PARK, MI STAFF REPORT

## 9.C

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request for a special event license submitted by the Oak Park Corridor Improvement Authority for the Family Fun Fest event to be held June 6, 2026, from 1:00 p.m. - 4:00 p.m.

**DEPARTMENT:** Economic and Community Development

**FROM:** Michelle Bishop, Manager of Authorities

**SUMMARY:** Please see the attached application for relevant information

**FINANCIAL STATEMENT:** Money is available in the Professional Services - Marketing budget 251.00.000.801.018

**RECOMMENDED ACTION:** Request that City Council approve the special event permit for the 2026 Family Fun Fest and waive the \$100 application fee.

**EXHIBITS:**

1. Special Event Application 2026
2. Event Summary
3. Special Event Sign off -CIA Family Fun Day 26

**CITY OF OAK PARK, MICHIGAN  
APPLICATION FOR SPECIAL EVENT LICENSE**

*Special event* means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants.

Today's Date: 3/26/26

**Applicant Information**

Applicant/Business Name: OAK PARK CORRIDOR IMPROVEMENT AUTHORITY

Applicant/Business Address: 14300 OAK PARK BLVD, OAK PARK

Phone number: (248) 691-2350 E-Mail Address: MBISHOP@OAKPARKMI.GOV

Relation of applicant to business: OPCIA MANAGER

**Owner Information**

Owner or manager of site: MICHELLE BISHOP Phone: (248) 691-2350

Names and addresses of partners or officers of corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Event Information**

Proposed date(s) of event: 6/6/26 Has this event been held previously?  Yes  No

Address or location of event: ON 9 MILE BETWEEN SENECA & SHERMAN POCKET PARKS

Is this a city owned park?  Yes  No

Nature, purpose, and detailed description of event: SEE ATTACHED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will the event be open to the public?  Yes  No

If yes, please describe how so: SEE ATTACHED

\_\_\_\_\_  
\_\_\_\_\_

Estimated number of people attending event? 400-500 Hours of Event: 1-4PM

**Street Closure**

Are you requesting to have a parade?  Yes  No **If yes, please attach a map of the parade route**

Where will the parade participants be walking?  Sidewalks  Streets

Will the parade require streets to be blocked off?  Yes  No

If yes, please describe. \_\_\_\_\_

Are you requesting a street to be closed or blocked off for your event?  Yes  No

**Please note:** *Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event.* (Form attached)

**Food Services**

Will food or beverages be sold at event?  Yes  No If yes please list type(s) of food to be sold:  
THERE IS A POSSIBILITY WE MAY HAVE A COUPLE OF FOOD TRUCKS ON SITE. KONA ICE AND ANOTHER TBD. STILL WORKING THROUGH THE DETAILS

Will the food be prepackaged or prepared on site:  Yes  No

**Please note:** *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for an inspection. You will also need to provide temporary water services at the site where the food is prepared.*

**Mechanical Amusement**

Will there be a mechanical ride, bounce house or other special activity at the event?  Yes  No  
If yes, please describe and provide the name and address of the company/entity providing the amusement.  
WE WILL BE UTILIZING INFLATABLES IN THE ACE SCEERS PARKING LOT, COMPANY TBD

**Please Note:** *You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as “additional insured.”*

**Technical/Support**

Will the event require use of electrical supply source?  Yes  No If yes, please describe:  
PERFORMERS IN THE POCKET PARKS WILL UTILIZE ONSITE OUTLETS. INFLATABLES WILL UTILIZE POWER FROM SCHEERS ACE HARDWARE

Will sanitary facilities be required at the event?  Yes  No

Will tent(s) be used at the event?  Yes  No If yes, please state size(s) and description:  
10 X 10 TENTS WILL BE USED IN VARIOUS POCKET PARKS AND AT VARIOUS BUSINESSES

Will the event have banners displayed?  Yes  No, if so, please provide the number of signs and dimension(s): (3) 4 X 6 BANNERS WILL BE DISPLAYED 2 WEEKS BEFORE THE EVENT ALONG 9 MILE ROAD

**Please Note:**

*If a temporary generator or electric supply source is provided, you must provide an Electrical permit from a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

*Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270 of the City Code.*

The fee for a Special Event application is \$100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and Municipal Services. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

I am requesting a waiver of the \$100 application fee.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request and grounds to revoke any prior approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

*Michelle Bishop*

3/26/26

Applicant's Signature

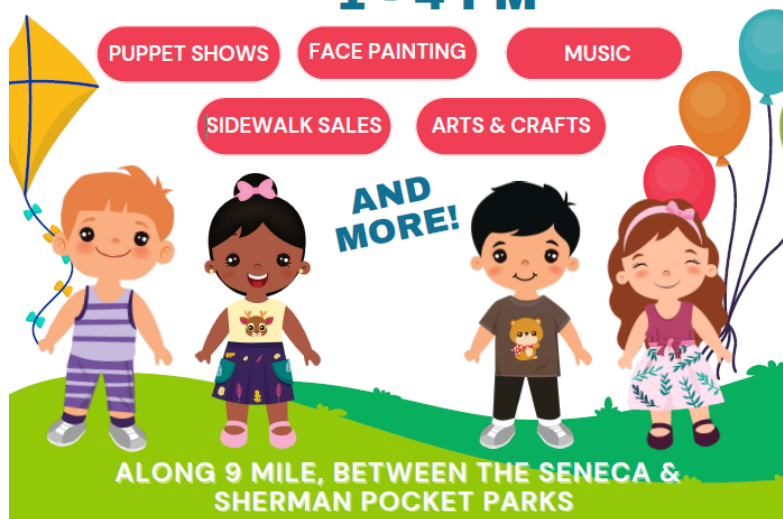
Date

PRESENTED BY THE OAK PARK CORRIDOR IMPROVEMENT AUTHORITY

GET READY FOR AN AFTERNOON OF FUN!!

# 9 Mile Family FUN FEST

SATURDAY, JUNE 6  
1 - 4 PM



The Oak Park Corridor Improvement Authority (CIA) is thrilled to host THE 3rd ANNUAL "9 Mile Family Fun Fest" event, on Saturday, June 6 from 1 - 4pm. This free, family-friendly event will showcase the best of Oak Park's 9 Mile corridor and offer an afternoon of engaging activities for all ages. Event highlights include:

**Engaging activities for families:** Local businesses will transform their spaces with interactive activities like petting zoos, crafting stations, touch a truck, and musical entertainment.

**Lively parks and sidewalks:** Linear and pocket parks will come alive with face painting, scavenger hunts, puppet shows, and characters!

**Thriving businesses:** Local businesses will showcase themselves through sidewalk sales and family-oriented activities, highlighting the vibrant commercial district. Businesses may set up a tent for a promotion, host a sidewalk sale, or offer sales within their business space.

**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**Family Fun Day  
OPCIA**

**9 Mile between Seneca & Sherman pocket parks**

**DATE: June 6, 2026 at 1:00 pm – 4:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>MUNICIPAL SERVICES</b> <i>Kim Marrone</i> <i>*Dan Fairless</i>	Food Trucks must be registered with the City of Oak Park. Inflatables must be properly anchored to the ground.	N/A	N/A
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Periodic patrol checks as part of normal patrol	20 Mins	NA
<b>RECREATION</b> <i>Laurie Stasiak</i>	N/A	NA	N/A
<b>DPW</b> <i>Dave Decoster</i>	N/A	N/A	N/A
<b>CITY ATTORNEY</b> <i>Courtney Krause</i>	Proof of insurance must be provided naming the City as additional insured for any carnival rides/bounce houses.	N/A	N/A
<b>ADMINISTRATION</b> <i>Adam Owczarzak</i>	Recommend approval contingent upon applicant meeting the requirements listed.		\$100 fee waived



# CITY OF OAK PARK, MI STAFF REPORT

## 9.D

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request for a special event license submitted by Dog and Pony, Mother Handsome & Train Station Sports for a Vintage Flea Market to be held June 19, 2026 from 2:00 p.m. - 10:00 p.m.

**DEPARTMENT:** City Clerk

**FROM:** Jo Lynn Williams-Elliott, Deputy City Clerk

**SUMMARY:** See attachments

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** Please Approve

**EXHIBITS:**

1. Special Event App - Vintage Flea Market WTD
2. Special Event Sign off - Vintage Flea Market (Water Tower District)

**CITY OF OAK PARK  
MICHIGAN  
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: 3-10-26

**Applicant Information**

Applicant/Business Name: Dog and Pony Show Brewing, Mother Handsome, & Train Station

Applicant/Business Address: 14661 W 11 Mile Rd Ste #200

Phone number: 2488508910 / 248-860-1465 E-Mail Address: kyle.gierada@gmail.com *100 Streets Vintage @ gmail.com*

Relation of applicant to business: Owner

Has applicant ever been convicted of a felony?  Yes  No

**Owner Information**

Owner or manager of site: Kyle Gierada Arielle Zupmore Phone: 2488508910

Names and addresses of partners or officers of corporation:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

**Event Information**

Proposed date(s) of event: Friday, June 19th Has this event been held previously?  Yes  No

Address or location of event: 14661 W 11 Mile Rd Ste #200 Oak Park, MI

Is this a City owned park? Yes (city parking lot)

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations?  Yes  No

Nature, purpose, and detailed description of event: Vintage Flea Market  
\_\_\_\_\_  
\_\_\_\_\_

Will the event be open to the public?  Yes  No

If yes, please describe how so: Free open to the public  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of people attending event? 250 - 500 Hours of Event: 2- 10 pm

Are you requesting to have a parade?  Yes  No **If yes, please attach a map of the parade route**

Where will the parade participants be walking?  Sidewalks  Streets

Will the parade require streets to be blocked off?  Yes  No

If yes, how many streets/intersections will need to be blocked : NA

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

**Food Services**

Will food or beverages be sold at event?  Yes  No, if yes please list type(s) of food to be sold:  
Both businesses will be selling food and beverages

Will the food be prepackaged or prepared on site: Food truck will be at the event. Mother handsome will be inside.

**Please note:** *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

**Mechanical Amusement**

Will there be any mechanical rides at event?  Yes  No, if yes, please provide the name and the address of amusement operators: \_\_\_\_\_

Will the event have a moonwalk?  Yes  No, if yes, please provide the name and address of Company/Entity providing moonwalk: \_\_\_\_\_

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NA

**Please Note:** *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

**Technical/Support**

Will the event require use of electrical supply source?  Yes  No, if yes, please describe:

---

---

Will sanitary facilities be required at event?  Yes  No

Will tent(s) be used at the event?  Yes  No, if yes, please state size(s) of tent:  
Pop up tents for shade/weather protection will be setup in the parking lot

---

Will the event have banners displayed?  Yes  No, if so, please provide the number of signs and dimension(s): Yard Sign (12")

---

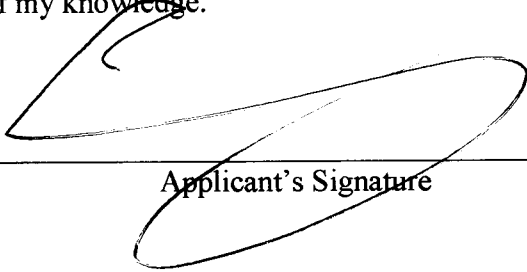
---

**Please Note:** *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

***Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.***

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.



Applicant's Signature

State of Michigan

ss

County of \_\_\_\_\_

Subscribed and sworn to before me, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

\_\_\_\_\_.

My Commission expires: \_\_\_\_\_  
Notary Public

CITY OF OAK PARK  
 14000 OAK PARK BLVD  
 OAK PARK, MI 48237  
 WWW.OAKPARKMI.GOV

# CITY OF OAK PARK

## OFFICE OF THE CITY CLERK

Received From: ZUPMORE, ARIELLE M  
 Date: 03/10/2026 Time: 11:22:29 AM  
 Posting Date: 03/10/2026  
 Receipt: 743516  
 Cashier: BJOHNS

DATE: \_\_\_\_\_

ITEM REFERENCE	AMOUNT	
		\$ 10.00
BUSI Special Business Lic/Permits		\$ 25.00
Special Business Lic/Permits	\$100.00	
TOTAL	\$100.00	\$ _____
CHECK CK53762	\$100.00	\$ 10.00
Total Tendered:	\$100.00	\$ 10.00
Change:	\$0.00	\$ 25.00
		\$ 50.00
		\$ 100.00
Handbill – name change		\$ 10.00
Massage Facility License		\$ 125.00
Notary Fee		\$ 5.00
Pawnbroker License		\$ 400.00
Precious Metals License		\$ 50.00
Sidewalk Sale		\$ 10.00
Special Event Fee		\$ 100.00
Liquor License –		
New On-Premises Consumption or		
transfer of owner		\$ 800.00
Adding additional owners (Per Owner)		\$ 200.00
Background Check (Per applicant)		\$ 75.00
Annual Renewal		\$ 250.00
Vendor License - Food		\$ 50.00
Vendor License Lawn Care/Snow Removal		\$ 50.00
Other: _____		\$ _____

**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**Vintage Flea Market  
 Dog and Pony, Mother Handsome & Train Station  
 14661 11 Mile WTD Parking Lot  
 DATE: June 19, 2026 at 2:00 pm – 10:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>MUNICIPAL SERVICES</b> <i>Kim Marrone</i> <i>*Dan Fairless</i>	Food trucks must be registered with the city of Oak Park. Signs must not create clear vision obstructions.	N/A	N/A
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Periodic Checks as part of normal patrol	1 hr	NA
<b>RECREATION</b> <i>Laurie Stasiak</i>	N/A	N/A	N/A
<b>DPW</b> <i>Dave Decoster</i>	Drop off / pick up barricades	2 hours	N/A
<b>CITY ATTORNEY</b> <i>Courtney Krause</i>	The entity/individual needs to purchase special event insurance or add the City to a Commercial General Liability Policy as an additional insured for purposes of this event, only. Insurance certificates must be provided identifying the City as an additional insured for the event date as a condition for approval		
<b>ADMINISTRATION</b> <i>Adam Owczarzak</i>	Recommend approval contingent upon applicant meeting the requirements listed		\$100 fee paid



# CITY OF OAK PARK, MI STAFF REPORT

## 9.E

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request for a special event license submitted by Oak Park Juneteenth Commission, for a Juneteenth Celebration to be held at the Oak Park Community Center on June 19, 2026 from 4:00 p.m. - 8:00 p.m.

**DEPARTMENT:** City Clerk

**FROM:** Adam Owczarzak, Deputy City Manager

**SUMMARY:** See Attachments

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** Please Approve

**EXHIBITS:**

1. Special Event App- Juneteenth Celebration
2. Special Event Sign off -Juneteenth Celebration

**CITY OF OAK PARK, MICHIGAN  
APPLICATION FOR SPECIAL EVENT LICENSE**

*Special event* means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants.

Today's Date: 3-30-26

**Applicant Information**

Applicant/Business Name: City of Oak Park Juneteenth Commission.

Applicant/Business Address: 14000 Oak Park Blvd.

Phone number: 248-691-7401 E-Mail Address: AOWERAZAK@oakparkmi.gov

Relation of applicant to business: STAFF LIASION.

**Owner Information**

Owner or manager of site: City of Oak Park Phone: 248-691-7401

Names and addresses of partners or officers of corporation:  
\_\_\_\_\_  
\_\_\_\_\_

**Event Information**

Proposed date(s) of event: June 19, 2026 Has this event been held previously?  Yes  No

Address or location of event: 14300 Oak Park Blvd. (Oak Park Recreation Center)

Is this a city owned park?  Yes  No

Nature, purpose, and detailed description of event: Juneteenth Celebration.  
\_\_\_\_\_  
\_\_\_\_\_

Will the event be open to the public?  Yes  No

If yes, please describe how so: Held on Public Property.  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of people attending event? 250 Hours of Event: 4PM - 8PM

**Street Closure**

Are you requesting to have a parade?  Yes  No **If yes, please attach a map of the parade route**

Where will the parade participants be walking?  Sidewalks  Streets

Will the parade require streets to be blocked off?  Yes  No

If yes, please describe. \_\_\_\_\_

Are you requesting a street to be closed or blocked off for your event?  Yes  No

**Please note:** Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event. (Form attached)

**Food Services**

Will food or beverages be sold at event?  Yes  No If yes please list type(s) of food to be sold:

FOOD TRUCKS TRSD.

Will the food be prepackaged or prepared on site:  Yes  No

**Please note:** If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for an inspection. You will also need to provide temporary water services at the site where the food is prepared.

**Mechanical Amusement**

Will there be a mechanical ride, bounce house or other special activity at the event?  Yes  No  
If yes, please describe and provide the name and address of the company/entity providing the amusement.

**Please Note:** You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as "additional insured."

**Technical/Support**

Will the event require use of electrical supply source?  Yes  No If yes, please describe:

\_\_\_\_\_

Will sanitary facilities be required at the event?  Yes  No

Will tent(s) be used at the event?  Yes  No If yes, please state size(s) and description:

\_\_\_\_\_

Will the event have banners displayed?  Yes  No, if so, please provide the number of signs and dimension(s): 10 SIGNS - LAWN SIGNS.

\_\_\_\_\_

**Please Note:**

*If a temporary generator or electric supply source is provided, you must provide an Electrical permit from a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

*Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270 of the City Code.*

The fee for a Special Event application is \$100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and Municipal Services. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

I am requesting a waiver of the \$100 application fee.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request and grounds to revoke any prior approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

Adam O'Connell  
Applicant's Signature

Date

3-30-26

3/24



**SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION**

**Juneteenth Celebration  
 OP Juneteenth Board  
 14300 Oak Park Blvd – Recreation Center  
 DATE: June 19, 2026 at 4:00 pm – 8:00 pm**

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
<b>MUNICIPAL SERVICES</b> <i>Kim Marrone</i> <i>*Dan Fairless</i>	Food trucks must be registered with the City of Oak Park.	N/A	N/A
<b>PUBLIC SAFETY</b> <i>Steve Cooper</i>	Periodic checks as part of normal patrols	35 mins	NA
<b>RECREATION</b> <i>Laurie Stasiak</i>	Staff required	5 hours	\$80.00
<b>DPW</b> <i>Dave Decoster</i>	<i>If Needed – Drop Off / Pick Up Barricades</i>	2 Hours	N/A
<b>CITY ATTORNEY</b> <i>Courtney Krause</i>	N/A	N/A	N/A
<b>ADMINISTRATION</b> <i>Adam Owczarzak</i>	Recommend approval contingent upon applicant meeting the requirements listed.		\$100 fee waived



# CITY OF OAK PARK, MI STAFF REPORT

## 10.A

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to award the bid for the 2026 Lawn Maintenance Contract to Parrott Landscaping of Clinton Township, MI, for a total amount, with alternates, of \$113,824.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** At the January 20, 2026 regular meeting of the Oak Park City Council, the request to bid the 2026 Lawn Maintenance Contract was approved. The project was advertised and sixty one (61) contractors viewed the documents. On March 27, 2026, six (6) bids were received and opened. The low bidder, Parrott Landscaping of Clinton Township, MI, submitted a total bid of \$113,824.00. References were checked and all had positive responses. This contract maintains the lawns in the City's parks, grounds, and rights of way.

**FINANCIAL STATEMENT:** Funding is available in the Major and Local Street funds, Water & Sewer Fund, and Public Works funds for this expenditure. Oak Park will be reimbursed \$15,113.00 from the RCOC and MDOT for the portion of this work done on their roads.

**RECOMMENDED ACTION:** It is recommended City Council award the bid for the 2026 Lawn Maintenance Contract to Parrott Landscaping of Clinton Township, MI, for a total amount, with alternates, of \$113,824.00. Funding is available in the Major and Local Street funds, Water & Sewer Fund, and Public Works funds for this expenditure.

**EXHIBITS:**

1. Bid Tab\_2026 Lawn

**BID TABULATION**

2026 Lawn Maintenance Contract

Bid Opening Date: March 27, 2026 @ 11:00am

Page 1 of 1

**Parrott Landscaping**  
34464 Kelly Rd Bldg D  
Clinton Twp, MI 48035  
(586) 684-5900

**Premier Group Associates, LC**  
2221 Bellevue St  
Detroit, MI 48207  
(313) 963-1700

**Allen's Landscape and Lawn Services, LLC**  
15001 Kercheval Ave, Suite #333  
Grosse Pointe Park, MI 48230  
(313) 318-2604

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
A	1	Kingston / Water tank / Gardens (behind parking)	4.20	Acres	\$151.00	\$180.60	\$190.32
	2	Harding Tot Lots (Dead end of Harding)	0.40	Acres	\$29.00	\$17.20	\$21.35
	3	Tyler Park (adjecent to Tyndall School)	8.00	Acres	\$288.00	\$344.00	\$361.20
	4	Lincoln Blvds. (Greenfield Rd. to Coolidge Hwy.)	1.30	Acres	\$88.00	\$55.90	\$66.12
	5	Rothstein / Victoria Parks	20.00	Acres	\$720.00	\$860.00	\$899.93
	6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	9.00	Acres	\$324.00	\$387.00	\$406.75
	7	10 Mile Pump Station area (13641 Ten Mile Rd.)	0.20	Acres	\$18.00	\$8.60	\$21.08
	8	Greenfield green belts (north and south of Oak Park Blvd.)	3.80	Acres	\$158.00	\$163.40	\$183.20
	9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	3.00	Acres	\$135.00	\$129.00	\$147.54
	10	City Complex (not including Shepherd Park)	8.75	Acres	\$315.00	\$376.25	\$392.55
	11	Nine Mile and Coolidge Intersection	2.00	Acres	\$129.00	\$86.00	\$98.20
	12	9 Mile Road green belts (McClain to Rosewood Ave.)	6.70	Acres	\$241.00	\$288.10	\$304.68
	13	9 Mile Road green belts (Greenfield to Church)	1.25	Acres	\$59.00	\$53.75	\$64.58
	14	Hubbell / Stratford / Greenbriar Green belts	5.40	Acres	\$205.00	\$232.20	\$243.02
	15	8 Mile Pump Station (20751 Coolidge Hwy.)	0.70	Acres	\$35.00	\$30.10	\$38.12
	16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	0.20	Acres	\$15.00	\$8.60	\$21.08
	17	Majestic Outlot (dead end of Majestic)	0.20	Acres	\$15.00	\$8.60	\$21.08
	18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	0.60	Acres	\$37.00	\$25.80	\$21.08
	19	McClain / Granzon	0.90	Acres	\$37.00	\$38.70	\$34.55
	20	Troy Avenue green belt	0.50	Acres	\$31.00	\$21.50	\$45.27
	21	Lessenger Park	2.60	Acres	\$98.00	\$111.80	\$24.42
	22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	10.10	Acres	\$363.00	\$434.30	\$456.11
	23	DPW Service Center (10600 Capital Ave.)	0.40	Acres	\$37.00	\$17.20	\$23.37
	24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	2.30	Acres	\$89.00	\$98.90	\$115.47
	25	Cul-de-Sacs (39 Locations around town)	1.20	Acres	\$185.00	\$51.60	\$62.54
<b>TOTAL BID AMOUNT PER WEEK (A) (Items 1-25)</b>					<b>\$3,802.00</b>	<b>\$4,029.10</b>	<b>\$4,263.61</b>

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
ALT-B	26	8 Mile Blvds. / Greenfield to Meyers (Mowing)	9.00	Acres	\$324.00	\$387.00	\$558.94
<b>TOTAL BID AMOUNT PER WEEK (ALT-B) (Item 26)</b>					<b>\$324.00</b>	<b>\$387.00</b>	<b>\$558.94</b>

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
ALT-C	27	8 Mile Blvds. / Greenfield to Meyers (Picking)	9.00	Acres	\$145.00	\$387.00	\$343.23
<b>TOTAL BID AMOUNT PER WEEK (ALT-C) (Item 27)</b>					<b>\$145.00</b>	<b>\$387.00</b>	<b>\$343.23</b>

<b>TOTAL GROUP A (ITEMS 1-25) x 28 WEEKS</b>					<b>\$106,456.00</b>	<b>\$112,814.80</b>	<b>\$119,381.08</b>
--	--	--	--	--	---------------------	---------------------	---------------------

<b>TOTAL GROUP ALT-B (ITEM 26) x 12 WEEKS</b>					<b>\$3,888.00</b>	<b>\$4,644.00</b>	<b>\$6,707.28</b>
---	--	--	--	--	-------------------	-------------------	-------------------

<b>TOTAL GROUP ALT-C (ITEM 27) x 24 WEEKS</b>					<b>\$3,480.00</b>	<b>\$9,288.00</b>	<b>\$8,237.52</b>
---	--	--	--	--	-------------------	-------------------	-------------------

<b>GRAND TOTAL:</b>					<b>\$113,824.00</b>	<b>\$126,746.80</b>	<b>\$134,325.88</b>
---------------------	--	--	--	--	---------------------	---------------------	---------------------

**Additional Bidders:**

- Xpert Lawn and Snow - \$167,484.00
- RNA Facilities Management - \$190,052.00
- Luxury Lawn and Snow LLC - \$232,900.00



# CITY OF OAK PARK, MI STAFF REPORT

## 10.B

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to award the bid for the 2026 Landscape Maintenance Contract to BrightView Landscape Services of Pontiac, MI, for a total amount of \$72,783.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** At the January 20, 2026 regular meeting of the Oak Park City Council, the request to bid the 2026 Landscape Maintenance Contract was approved. The project was advertised and forty six (46) contractors viewed the documents. On March 27, 2026, two (2) bids were received and opened. The low bidder, BrightView Landscape Services of Pontiac, MI, submitted a bid of \$72,783.00. References were checked and all had positive responses. This contract maintains the landscape beds along Nine Mile, Nine Mile and Coolidge, City Complex, DPW, as well as the city welcome signs.

**FINANCIAL STATEMENT:** Funding is available in the Major Streets, Local Street, and Public Works funds for this expenditure.

**RECOMMENDED ACTION:** It is recommended City Council award the bid for the 2026 Landscape Maintenance Contract to BrightView Landscape Services of Pontiac, MI, for a total amount of \$72,783.00. Funding is available in the Major Streets, Local Street, and Public Works funds for this expenditure.

**EXHIBITS:**

1. Bid Tab\_2026 Landscape

## BID TABULATION

2026 LANDSCAPE MAINTENANCE PROJECT				BrightView Landscape Services		Capital Landscapes	
Bid Opening: Friday, March 27, 2026 @ 11:00am				45790 Woodward Ave. Pontiac, MI 48341 (248) 494-1433		23133 Woodward Ave. #172 Ferndale, MI 48220 (248) 509-9109	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Bi-weekly maintenance at the City Complex (See Exhibit A)	14	Weeks	\$1,179.00	\$16,506.00 *	\$2,500.00	\$35,000.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	\$700.00	\$9,800.00	\$1,200.00	\$16,800.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	\$304.00	\$4,256.00 *	\$325.00	\$4,550.00
4	Bi-weekly maintenance at the Nine Mile Corridor (See Exhibit D)	14	Weeks	\$714.00	\$9,996.00 *	\$1,150.00	\$16,100.00
5	Fertilizer and Broadleaf application on all turf areas	4	Apps	\$2,325.00	\$9,300.00	\$3,080.00	\$12,320.00
6	Mulch placement (3" of Brown Double Shredded Hardwood)	170	CYD	\$75.00	\$12,750.00	\$75.25	\$12,792.50
7	Spring Clean up	1	Each	\$3,275.00	\$3,275.00	\$7,800.00	\$7,800.00
8	Fall Clean up	1	Each	\$6,900.00	\$6,900.00	\$9,800.00	\$9,800.00
<b>TOTAL COST:</b>				<b>\$72,783.00</b>	<b>*</b>	<b>\$115,162.50</b>	

**Additional Bidders**

None



# CITY OF OAK PARK, MI STAFF REPORT

## 10.C

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to award the bid for the 2026 Event Hub Access Control and Security Camera Project to Interstate Security for a total amount of \$49,675.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** At the November 4, 2024 regular meeting of the Oak Park City Council, the request to bid the Event Hub Construction Project was approved. This project was advertised and seventy-four (74) contractors viewed the documents. On April 1, 2026, two (2) bids were received and opened. After investigation, the low bidder was not a "Certified Partner" with the specified equipment, so they were disqualified. The second low bidder, Interstate Security of Shelby Twp., MI submitted a bid of \$48,675.00 and meets all the contract qualifications. This project will provide labor, equipment, and technical support for the new access control and camera system at the Event Hub. The city has worked with Interstate Security on projects in the past and are comfortable with their work.

**FINANCIAL STATEMENT:** Funding is available in the Event Hub Fund (405-18.447-970.204).

**RECOMMENDED ACTION:** It is recommended that City Council award the bid for the 2026 Event Hub Access Control and Security Camera Project to Interstate Security, the lowest qualified bidder, in the total amount of \$49,675.00. Funding is available in the Event Hub Fund (405-18.447-970.204).

**EXHIBITS:**

1. Bid Tab\_Event Hub Access Control

## BID TABULATION

2026 EVENT HUB ACCESS CONTROL AND CAMERA PROJECT Bid Opening: Wednesday, April 1, 2026 @ 9:00am				World Wide Technical Services 3686 Merriweather Lane Rochester Hills, MI 48306 (248) 672-7617		Interstate Security Inc. 51233 Oro Drive Shelby Township, MI 48315 (586) 412-1202	
ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Install new fixed exterior camera Digital Watchdog - 4MP vari-focal lens turret camera	5	Each	\$675.00	\$3,375.00	\$650.00	\$3,250.00
2	Install new fixed interior camera Digital Watchdog - 4MP vari-focal lens turret camera	5	Each	\$485.00	\$2,425.00	\$650.00	\$3,250.00
3	Install new multi sensor exterior camera Digital Watchdog - Exterior 20MP multi-sensor dome	2	Each	\$2,173.00	\$4,346.00	\$3,150.00	\$6,300.00
4	Install new camera switch TRENDnet - 28 Port Gigabit Web Smart PoE+ Switch	1	Each	\$875.00	\$875.00	\$875.00	\$875.00
5	Camera Server Work Labor (Setup and Programming)	40	Hours	\$90.00	\$3,600.00	\$115.00	\$4,600.00
6	Install new hardware / door controls Trove 16DR Controller	1	Each	\$9,725.00	\$9,725.00	\$10,000.00	\$10,000.00
7	Access Control Software Hartman Odyssey Software	1	Each	\$375.00	\$375.00	\$200.00	\$200.00
8	Install new card reader Wavelynx Ethos Reader	8	Each	\$475.00	\$3,800.00 *	\$975.00	\$7,800.00
9	Install new card reader / key pad Wavelynx Ethos Reader	2	Each	\$495.00	\$990.00 *	\$1,075.00	\$2,150.00
10	Access Control Server Work Labor (Setup and Programming)	40	Hours	\$115.00	\$4,600.00	\$115.00	\$4,600.00
11	Install new panic button Resideo Panic Button	2	Each	\$365.00	\$730.00	\$700.00	\$1,400.00
12	Install new data wiring West wall data / power boxes	1	Each	\$250.00	\$250.00	\$700.00	\$700.00
13	Install new data wiring East wall data / power boxes	4	Each	\$250.00	\$1,000.00	\$525.00	\$2,100.00
14	Install new data / audio wiring Event Hub floor box	1	Each	\$275.00	\$275.00	\$525.00	\$525.00
15	Bond Costs (all inclusive)	1	LSUM	\$1,400.00	\$1,400.00	\$1,925.00	\$1,925.00
<b>TOTAL COST:</b>				<b>\$37,766.00</b>	<b>*</b>	<b>\$49,675.00</b>	

**Additional Bidders**

None



# CITY OF OAK PARK, MI STAFF REPORT

## 10.D

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to award the Professional Services Contract to HydroCorp for an ongoing Cross-Connection Control Program for a total cost of \$39,361.50.

**DEPARTMENT:** Municipal Services

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** Attached is a professional services proposal from HydroCorp to provide cross-connection inspection services and related data on the non-residential water customers in the City. This proposal will cover the field / compliance inspections and re-inspections at our industrial, commercial, and institutional facilities as well as annual compliance reporting. The cross-connection program is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). This contract is for a two-year term. This award falls under the professional services exception to the sealed bidding requirements, Sec. 2-379.

**FINANCIAL STATEMENT:** This proposal includes an 6% increase from the previous two-year professional services contract. Funding is available in Water and Sewer Fund (592-18-537-818).

**RECOMMENDED ACTION:** It is recommended that City Council approve the attached proposal from HydroCorp to provide professional services for a total cost of \$39,361.50 over two years. The contract has been approved by the City Attorney. It is further recommended to allow the City Manager to execute the contract on behalf of the City.

**EXHIBITS:**

1. Hydrocorp Contract 2026



# RENEWAL SERVICE AGREEMENT

## DEVELOPED FOR

Kimberly Marrone  
City of Oak Park, MI






14300 Oak Park Blvd  
Oak Park, MI, 48237

2/13/2026

## PROTECTING PEOPLE, WATER, & CRITICAL PIPING INFRASTRUCTURE



For more than four decades, HydroCorp has been dedicated to advancing drinking water safety, compliance, and sustainability nationwide. Specializing in cross-connection control, backflow prevention, and detailed piping system schematics, HydroCorp integrates technology with deep industry expertise to streamline on-site activities, customer service, and data management.

### OUR SERVICES

-  Cross-Connection Control Programs
-  Backflow Preventer Test Tracking
-  Water Meter Replacement & Testing
-  Piping Schematics
-  Water Quality Management & Sampling



**Corporate Office**  
5700 Crooks Road, Suite 100  
Troy, MI 48098

844-493-7646  
 [info@hydrocorpinc.com](mailto:info@hydrocorpinc.com)  
 [hydrocorpinc.com](http://hydrocorpinc.com)



SCOPE OF WORK ..... 3-4

PROFESSIONAL SERVICE AGREEMENT ..... 5-9

APPENDIX - QUALIFICATIONS.....10



## Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Oak Park, MI (“Client”). This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Oak Park, MI with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Oak Park, MI and HydroCorp, you may expect completion of the following elements within a 24 month period. The continued components of the project include:

1.1. **Program Review and Program Start-up Meeting.** Company will conduct a Program Startup Meeting, if requested, for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice, Compliance Notice, Non-Compliance Notices 1-2, and Penalty Notices
  - Testing Notices 1,2, and 3, if applicable
- Special Program Notices and Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools, educational and public awareness brochures

1.2. **Inspections.** Company will perform Non-Residential Interior initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. **Inspection Schedule.** Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of completed inspections.

1.4. **Program Data.** Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client; however, Company’s Software Data Management program shall remain the property of Company. View only and report capabilities are granted to Client. Additional Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections and backflow device installation/testing requirements, if applicable
  - i. If applicable, Qualified Michigan Backflow Preventer Testers will register via HydroCorp Managed Software and be verified for current credentials prior to online test forms being accepted. Credential shall be maintained in HydroCorp Software and updated by HydroCorp staff.
  - ii. All testers are required to register & process results online
  - iii. Company does not accept test forms via fax, mail, or email from testers, water customers, or client
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations
- (e) Provide data management and program notices for all inspection and testing (if applicable) services throughout the term

1.5. **Account Listing Information.** Client shall provide the following information to Company during initial onboarding. Company will accept updates via standard account template no more often than once per month. **Any development work to enter facility listing in Company database will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.** Information to include:

- (a) Account Listing: City of Oak Park, MI to provide accurate account listing of active non-residential water customers with and without known backflow preventer assemblies.
- (b) Account Listing Format: Account listing to be provided in Excel format only; Required Account Information: Service Name, Service Street Address, Service City, Service State, Service Zip, Mailing Name, Mailing Street Address, Mailing City, Mailing State, Mailing Zip.
- (c) Required Device Information: Last Test Date, size, make, model, and serial number (if applicable)
  - i. All previous test data must be provided in excel format. Company will not accept paper tests for upload.

1.6. Cross Connection Control Plan and Review of Cross-Connection Control Ordinance. Company will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of Client. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format).

1.8. Support. Company will provide ongoing support via phone, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control survey (at the business owner’s expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 300.00 inspections over the Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$131.21. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.13. Annual Year-End Review. Company will conduct an annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.14. Vacuum Breakers. HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	\$1,607.87	\$19,294.50
Year 2	\$1,672.24	\$20,067.00
<b>Contract Total</b>		<b>\$39,361.50</b>

Contract Amount is based upon a 24 Months term and shall renew in 12-month increments after term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 4/1/2026.

**City of Oak Park, MI**

**HydroCorp**



By: Kimberly Marrone

Title:

By: Paul M. Patterson  
Its: Senior Vice President

**HYDROCORP, LLC**  
**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. **Applicability.** These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. **Performance of Services; Company Obligations.** Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. **Client Obligations.** Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. **Fees and Expenses.** In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this **Section 4** shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and expenses as set forth in this **Section 4**. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. **Intellectual Property; Ownership.**

(a) Except as set forth in **Section 5(c)**, Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely,

workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "**Term**"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable

Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and

signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

---

## Appendix

### Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



# CITY OF OAK PARK, MI STAFF REPORT

## 10.E

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to award the Professional Services Contract for the Oak Park Event Hub Audio / Visual Project to Media Storage Group of Brighton, MI, for a total not-to-exceed amount of \$128,942.00

**DEPARTMENT:** Administration

**FROM:** Adam Owczarzak, Deputy City Manager

**SUMMARY:**

Over the past few months, city staff has been collaborating with Jon Stilson, of Media Storage Group, to design an audio / visual system at the Event Hub that properly suits our unique needs. Media Storage Group has a strong understanding of the City's broadcasting and audio / visual requirements and has provided guidance and technical expertise to ensure a comprehensive and effective solution. We are finalizing a professional services contract outlining the scope of work for the Event Hub which will include the full installation and integration of the Event Hub's audio / visual infrastructure, encompassing cameras, televisions, Cablecast system, and speaker equipment. The proposed services are designed to deliver a cohesive, high-quality audio / visual environment that meets the City's operational and production needs while supporting future scalability and reliability. This award falls under the professional services exception to the sealed bidding requirements, Sec. 2-379.

**FINANCIAL STATEMENT:** Funding is available in the Parks and Recreation Improvement Fund (407-18.444-970) for this expenditure.

**RECOMMENDED ACTION:** It is recommended City Council award the Professional Services Contract for the Oak Park Event Hub Audio / Visual Project to Media Storage Group of Brighton MI, for a total not-to-exceed amount of \$128,942.00. The contract will require final approval by the City Attorney's office. Funding is available in the Parks and Recreation Improvement Fund (407-18.444-970) for this expenditure.

**EXHIBITS:**

1. Oak Park Event Hub AV Quote

# Quotation

**DATE** 3/28/2026  
**Quotation #** Budgetary Estimate

Jon Stilson (Michigan Office)  
 313-819-9485  
[jons@mediastoragegroup.com](mailto:jons@mediastoragegroup.com)

Quotation valid until: 4/27/2026  
 Prepared by:

**Sold To:**  
 City of Oak Park.

#	QTY	Manufacturer	Product	Description	Unit Price	Extended Price
<b>Presentation System</b>						
1	3	Vix RT	FG-003292-R001	Vizrt Viz Connect Solo HDMI	895.00	2,685.00
2	5	Connectronics	AOC-HDMI-030	Connectronics AOC-HDMI-030 30 Meter (98 Foot) 4K HDMI Cable - UltraHD 18Gbps - Active Optical Fiber	160.00	800.00
3	1	Kramer	KR-VM-2HDMIXL	1:2 HDMI Distribution Amplifier	235.00	235.00
4	1	Switchcraft	318BT	Switchcraft 318BT Phantom Powered Bluetooth Audio Receiver	199.00	199.00
<b>4 x 2 Monitor Wall</b>						
<b>****NOTE****</b>						
<b>With a 75" Monitor there will be a 1" Bezel Grid (.52" Per monitor)</b>						
5	4	Samsung	QM75C	Samsung QM75C 75" UHD 4K Commercial Monitor	2,350.00	9,400.00
6	4	Chief	LVS1U	LVS1U, ConnexSys™ Video Wall Landscape Mounting System with Rails	745.00	2,980.00
7	4	Chief	FCAV1U	Chief FCAV1U FUSION Mount Pull-Out Accessory	325.00	1,300.00
<b>Event Center Monitor</b>						
8	1	Samsung	QM98C	Samsung QM98C 98" UHD 4K Commercial Monitor	4,695.00	4,695.00
9	1	Chief	XTM1U	Chief XTM1U Extra Large Fusion Tilt Micro-Adjustable Wall Mount for 55-100" Displays	395.00	395.00
10	1	Chief	FHB5147	Chief Universal Flat Panel Mount Hardware Kit	18.00	18.00
<b>Outside Camera</b>						
11	1	BirdDog	BDO4GR	BirdDog O4 Outdoor PTZ Camera with 30x Optical Zoom (Gray)	5,800.00	5,800.00
<b>Event Center Camera</b>						
12	1	AIDA	PTZ4K12G-FNDI-X30W	AIDA Imaging 4K NDI HX3, 12G-SDI & SFP+ Auto-Tracking Broadcast/Conference PTZ Camera with 30x Optical Zoom (White)	3,900.00	3,900.00

13	1	AIDA	CCU-IP	AIDA Imaging AIDA-CCU-IP AIDA VISCA Serial and IP PTZ Camera Joystick Controller <b>Edit System</b>	495.00	495.00
14	1	VizRT	BDL-000000021	Vizrt TriCaster Mini X with Control Surface Bundle Included Vizrt TriCaster Mini X HDMI Keyboard Mouse 4 x Mini DisplayPort to HDMI Adapter Power Cable Limited 1-Year Manufacturer Warranty Vizrt Control Surface for TriCaster Mini with UHD 4K Support Limited 1-Year Manufacturer Warranty Custom Travel Case	9,950.00	9,950.00
15	1	Netgear	GSM4248UX-100NAS	Netgear AV Line M4250 GSM4248UX 40-Port Gigabit PoE++ Compliant Managed AV Switch with SFP+ (2880W)  <b>SILVER GOLD OPTIONAL/FUTURE NEEDS Kitchen Camera</b>	5,810.00	5,810.00
16	2	AIDA	PTZ4K-NDI-X12W	AIDA Imaging 4K NDI HX IP/HDMI Conference PTZ Camera with 12x Optical Zoom (White)  <b>Amphitheater Recommended for better Sound</b>	1,900.00	3,800.00
17	2	JBL	AW526	JBL AW526 High Power 2-Way All-Weather Loudspeaker with 15" LF (Gray)	5,400.00	10,800.00
		JBL	AWC159	JBL AWC159 15" All-Weather Compact 2-Way Coaxial Loudspeaker (Gray)	1,600.00	
18	1	Crown	DCI2600N	Crown Audio DCI 2 600N DriveCore Install 2-Channel 600W Network Amplifier with BLU Link  <b>Main Event Center/Patio Sound Main Event Center (Zone 1) Front of Event Center (Zone 2) Hallway (Zone 3) Patio (Zone 4)</b>	2,500.00	2,500.00
19	3	Audinate	ADP-DAI-AU-1X0	Audinate Dante AVIO 1-Channel Analog Input Adapter for Dante Audio Network	150.00	450.00
20	4	Behringer	ATDM-1012	Behringer Eurorack RX1202FX Premium 12-Input Mic/Line Rack Mixer with XENYX Mic Preamplifiers British EQ & Multi-FX	250.00	1,000.00
21	6	RDL	RU-ADA4D	Radio Design Labs RU-ADA4D 4 Channel Stereo Audio Distribution Amplifier	365.00	2,190.00
22	3	RDL	RU-MLD4	RDL RU-MLD4 Microphone / Line Distribution Amplifier - 1x4	375.00	1,125.00
23	9	RDL	PS-24AS	RDL PS-24AS 500mA AC/DC Power Supply For Stick-Ons & Rack Ups	35.00	315.00
24	1	Crown	DCI2600N	Crown Audio DCI 2 600N DriveCore Install 2-Channel 600W Network Amplifier with BLU Link	2,500.00	2,500.00
24a	2	JBL	JBL Control 29AV	8" commercial weather-resistant surface mount speaker (White) <b>Kramer AV Avoover IP Control 9 HDMI Sources to 5 Monitors Controls Monitor Power, Input selection and Video wall Source Selection. Includes Remote Programming and Commissioning from Kramer AV</b>	550.00	1,100.00
25	1	Kramer	AVoverIP		25,000.00	25,000.00
26	1			Supplies TBD	3,000.00	3,000.00
27	1			Installation Scissor Lift, Labor, Roughly 8 - 10 days	25,000.00	25,000.00

*** Prices are subject to change based on manufacturers programs ***								
						SUBTOTAL	\$ 127,442.00	
						TAX RATE	0.00%	
						SALES TAX	-	
						ESTIMATED SHIPPING	1,500.00	
						RECYCLE FEES		
						<b>TOTAL</b>	<b>\$ 128,942.00</b>	



# CITY OF OAK PARK, MI STAFF REPORT

## 11.A

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Freedom of Information Act Appeals

**DEPARTMENT:** Attorney

**FROM:**

**SUMMARY:**

**FINANCIAL STATEMENT:**

**RECOMMENDED ACTION:**

**EXHIBITS:**

None



# CITY OF OAK PARK, MI STAFF REPORT

## 12.A.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Change Order No. 1 to McCarthy & Smith Inc. for Tyler Park Drainage Modifications in the amount of \$24,430.89

**DEPARTMENT:** Administration

**FROM:** Adam Owczarzak, Deputy City Manager

**SUMMARY:** At the December 15, 2025 City Council meeting, council approved a contract with McCarthy & Smith Inc for Construction Services for Tyler Park Improvements. Due to the nature of the work and ongoing construction activities, temporary stone access was required to maintain operations. Additionally, a primary goal of this project is to improve the field drainage system. The original design included two drainage connection points—one serving the Berkley School District and one serving the City of Oak Park. During construction, it became apparent that both proposed storm connections conflict in elevation with an existing water main. As a result, either the storm system or the water main would need to be relocated. After consulting with our Civil Engineering Consultant, Spalding DeDecker, and Municipal Services Staff, the preferred and most cost-effective solution is to implement a leaching system to avoid impacting the existing water main.

**FINANCIAL STATEMENT:** This Change order will increase the project costs by \$24,430.89. Funding is available through the Tyler Park Enhancement Improvement Fund Account 407-18-448-970-000

**RECOMMENDED ACTION:** It is recommended that City Council approve Change Order No. 1 McCarthy & Smith Inc for Drainage Modifications In the amount of \$24,430.89. Funds are budgeted and available.

**EXHIBITS:**

1. McCarthy & Smith Change Order #1B
2. McCarthy & Smith Change Order #1A

# Berklev/Oak Park Tyler Park Project

## CONTRACTOR QUOTATION - WORK ITEMS DETAIL

= to be completed by Contractor  
 = predetermined or automatic calculation

Date: <b>March 24, 2026</b>	Project Name: <b>Berkley School District/Oak Park Tyler Park Project</b>
Contractor: <b>Jacklyn Contracting LLC</b> Check One	A/E / A/E Project #: <b></b>
	CM: <b>McCarthy &amp; Smith, Inc.</b>

BULLETIN NO: <b></b>	CE NO: <b></b>	ASI NO: <b></b>	Contractor CHANGE REQUEST NO: <b></b>
----------------------	----------------	-----------------	---------------------------------------

Description of Work:

**Oak Park - RFI 8.**

A. MATERIALS and PURCHASED EQUIPMENT	Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.		
Description	Quantity	Measure	Charge Price	Per	TOTAL
1 - Structure 1	1	ea	\$ 1,586.00	ea	\$1,586.00
2 - Core & Main Additional Pipe	1	ea	\$ 1,866.53	ea	\$1,866.53
3 - Core & Main Credit Pipe	-1	LS	\$ 246.60	LS	-\$246.60
4 - Class II Sand	250	ton	\$ 30.00	ton	\$7,500.00
5 - 6A	8	ton	\$ 40.00	ton	\$320.00
6 - Dirt Out	200	cyd	NO CHARGE	cyd	\$0.00
8 - Shipping/Freight (when applicable)	1	LS	\$ -	LS	\$0.00

*\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\**

Sub-Total Material Amount =	\$11,025.93
6% State Sales Tax Amount =	\$661.56
Sub-Total Material Amount =	\$11,687.49
10% Overhead & Profit Mark-up (0% if Credit) =	\$1,168.75
<b>Total Material Amount =</b>	<b>\$12,856.23</b>

B. LABOR							On first quotation provide breakdown of rate for review by McCarthy & Smith. Rate to included burden and 10% OH&P per contract.		
Craft/Trade: Classification:	Approved HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2 Time AMOUNT = c x d	TOTAL Double Time AMOUNT = e x f
							Craft/Trade: (1) Operator	\$ 100.00	6
Craft/Trade: (4) Laborer	\$ 75.00	24	\$ -		\$ -		\$ 1,800.00	\$ -	\$ -
Craft/Trade:	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -
Sub-Totals =							\$ 2,400.00	\$ -	\$ -

*\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\**  
*\*\* WHEN ADDING ROWS, LINK PROPERLY TO LABOR RATE SUMMARY TAB \*\**

Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =	\$2,400.00
If net credit, reduction in credit to omit 10% Overhead & Profit in labor rate =	not applicable
<b>Total Labor Amount =</b>	<b>\$2,400.00</b>

C. FIELD EQUIPMENT RENTALS	Enter negative quantity for deleted work items.				
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL
1 - Excavator (6HR x \$300/HR)	1	ea	\$ 1,200.00	ea	\$1,200.00
2 - Skid Steer (6HR x \$150/HR)	1	ea	\$ 600.00	ea	\$600.00
3 -					\$0.00

*\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\**

Sub-Total Field Equipment Amount =	\$1,800.00
10% Overhead & Profit Mark-up (0% if Credit) =	\$180.00
<b>Total Field Equipment Amount =</b>	<b>\$1,980.00</b>

D. UNIT PRICES: Include material, labor, all taxes other costs and fees	Enter negative quantity for deleted work items.				
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	TOTAL
1 -					\$0.00
2 -					\$0.00

*\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\**

Total Unit Price Amount =	<b>\$0.00</b>
---------------------------	---------------

E. SUBCONTRACTOR MARK-UP		Subcontractor Amount from Subcontractor's work item detail sheet
Name of Subcontractor		
1 -		\$0.00
2 -		\$0.00
3 -		\$0.00

*\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\**

Sub-Total Subcontractor Amounts =	\$0.00
5% Overhead & Profit Mark-up (0% if Credit) =	\$0.00
<b>Total Subcontractor Amount =</b>	<b>\$0.00</b>

TOTAL AMOUNT FOR WORK ITEM NO. <b></b>	BULLETIN NO. <b></b>	CE NO. <b></b>	ASI NO. <b></b>	Contractor CHANGE REQUEST NO. <b></b>
--	----------------------	----------------	-----------------	---------------------------------------

A.	Total Material Amount =	\$12,856.23
B.	Total Labor Amount =	\$2,400.00
C.	Total Field Equipment Amount =	\$1,980.00
D.	Total Unit Price Amount =	\$0.00
E.	Total Subcontractor Mark-up Amount =	\$0.00
F.	Bond Premium =	\$172.36
<b>TOTAL AMOUNT FOR WORK ITEM =</b>		<b>\$17,408.60</b>

Bond % **1%**

# Berkley/Oak Park Tyler Park Project

## CONTRACTOR QUOTATION - WORK ITEMS DETAIL

= to be completed by Contractor  
 = predetermined or automatic calculation

Date: <b>March 24, 2026</b>	Project Name: <b>Berkley School District/Oak Park Tyler Park Project</b>
Contractor: <b>Jacklyn Contracting LLC</b>	A/E / A/E Project #: _____
Check One	CM: <b>McCarthy &amp; Smith, Inc.</b>

BULLETIN NO: _____	CE NO: _____	ASI NO: _____	Contractor CHANGE REQUEST NO: _____
--------------------	--------------	---------------	-------------------------------------

**Description of Work:**  
  
**Oak Park - Temporary road.**

A. MATERIALS and PURCHASED EQUIPMENT	Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.		TOTAL
Description	Quantity	Measure	Charge Price	Per	
1 - 1x3 Crushed Concrete	84	ton	\$ 40.00	ton	\$3,360.00
2 -					\$0.00
3 -					\$0.00
4 -					\$0.00
5 -					\$0.00
8 - Shipping/Freight (when applicable)	1	LS	\$ -	LS	\$0.00

\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\*

Sub-Total Material Amount =	\$3,360.00
6% State Sales Tax Amount =	\$201.60
Sub-Total Material Amount =	\$3,561.60
10% Overhead & Profit Mark-up (0% if Credit) =	\$356.16
<b>Total Material Amount =</b>	<b>\$3,917.76</b>

B. LABOR							On first quotation provide breakdown of rate for review by McCarthy & Smith. Rate to included burden and 10% OH&P per contract.		
Craft/Trade: Classification:	Approved HOURLY Straight Time RATE (a)	TOTAL Straight Time HOURS (b)	Approved Hourly 1-1/2 Time Rate (c)	TOTAL 1-1/2 Time HOURS (d)	Approved Hourly Double Time Rate (e)	TOTAL Double Time HOURS (f)	TOTAL Straight Time AMOUNT = a x b	TOTAL 1-1/2 Time AMOUNT = c x d	TOTAL Double Time AMOUNT = e x f
							Craft/Trade: Operator	\$ 100.00	4
Craft/Trade: Trucker	\$ 100.00	6	\$ -		\$ -		\$ 600.00	\$ -	\$ -
Craft/Trade:	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -

\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\*

\*\* WHEN ADDING ROWS, LINK PROPERLY TO LABOR RATE SUMMARY TAB \*\*

Sub-Totals =	\$ 1,000.00	\$ -	\$ -
Sub-Total Field Labor Amount (Straight time + x1.5 time + x2 time) =	<b>\$1,000.00</b>		
If net credit, reduction in credit to omit 10% Overhead & Profit in labor rate =	not applicable		
<b>Total Labor Amount =</b>	<b>\$1,000.00</b>		

C. FIELD EQUIPMENT RENTALS	Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.		TOTAL
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	
1 - Dozer (4 Hours x \$250.00/HR)	1	ea	\$ 1,000.00	ea	\$1,000.00
2 - Loader (1 Hour x \$250.00/HR)	1	ea	\$ 250.00	ea	\$250.00
3 - Semi (6 Hours x \$100/HR)	1	ea	\$ 600.00	ea	\$600.00

\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\*

Sub-Total Field Equipment Amount =	\$1,850.00
10% Overhead & Profit Mark-up (0% if Credit) =	\$185.00
<b>Total Field Equipment Amount =</b>	<b>\$2,035.00</b>

D. UNIT PRICES: Include material, labor, all taxes other costs and fees	Enter negative quantity for deleted work items.		DO NOT INCLUDE State Sales Tax.		TOTAL
Field Equipment Description (i.e. Backhoe, manlift, etc. - Not Job Vehicles)	Quantity	Measure	Charge Price	Per	
1 -					\$0.00
2 -					\$0.00

\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\*

**Total Unit Price Amount = \$0.00**

E. SUBCONTRACTOR MARK-UP		Subcontractor
Name of Subcontractor		
1 -		\$0.00
2 -		\$0.00
3 -		\$0.00

\*\* To add rows: COPY row, then INSERT COPIED CELLS, then re-number. \*\*

Sub-Total Subcontractor Amounts =	\$0.00
5% Overhead & Profit Mark-up (0% if Credit) =	\$0.00
<b>Total Subcontractor Amount =</b>	<b>\$0.00</b>

TOTAL AMOUNT FOR WORK ITEM NO. _____	BULLETIN NO. _____	CE NO. _____	ASI NO. _____	Contractor CHANGE REQUEST NO. _____
--------------------------------------	--------------------	--------------	---------------	-------------------------------------

A.	Total Material Amount =	\$3,917.76
B.	Total Labor Amount =	\$1,000.00
C.	Total Field Equipment Amount =	\$2,035.00
D.	Total Unit Price Amount =	\$0.00
E.	Total Subcontractor Mark-up Amount =	\$0.00
F.	Bond Premium =	\$69.53
	<b>TOTAL AMOUNT FOR WORK ITEM =</b>	<b>\$7,022.29</b>

Bond % 1%



# CITY OF OAK PARK, MI STAFF REPORT

## 12.B.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Change Order No. 2 from Giffels Webster to include a retail market study as part of the Master Plan project, in the amount of \$20,750.00.

**DEPARTMENT:** Municipal Services

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** The City has not conducted a retail market study since 2013. Since 2013, the retail landscape has changed tremendously and this new information will assist the Economic Development staff as they recruit new development and businesses into Oak Park.

**FINANCIAL STATEMENT:** Funding is available in the Economic Development Corporation, Professional Services budget account (110-11.611-801.000)

**RECOMMENDED ACTION:** It is recommended that City Council approve Change Order No. 2 to include a market analysis in the Giffels Webster Master Plan project in the amount of \$20,750.00. It is further recommended that City Council approve City Manager Tungate to sign the contract once approved by our City Attorney's office.

**EXHIBITS:**

1. Giffels Webster\_Market Analysis Scope

# City of Oak Park Market Analysis Proposal

## Our Understanding of the Project

The City of Oak Park is seeking a comprehensive market analysis to support the long-term vitality of its commercial areas. The study will evaluate current economic conditions, business mix, and development opportunities to help the City strengthen its local economy and attract regional visitors. This work will supplement the City's current master planning efforts.

## Work Program

### Phase 1: Due Diligence.

Expand upon the data collection, survey, and interviews associated with the ongoing Master Plan.

- **Collection & Review of Available Data.** At or near the effort's onset, available property assessment data, aerial photos, available studies, maps, GIS information, and other data are expected to be provided to TCG at no cost.
- **Survey of City and Surrounding Areas Residents.** An online survey of area residents will be conducted. TCG will design the survey, with Client input, and post it using SurveyMonkey. The focus will be on obtaining household spending information, and not opinions. The survey and TCG's existing database are fundamental to quality projections for demand forecast modeling. The Client will be responsible for promoting the survey through various social media (should involve little to no out-of-pocket costs).
- **Stakeholder Interviews.** TCG will interview stakeholders identified by the Client utilizing Zoom technology, which is much more efficient from a time management perspective, on agreed upon dates. Anticipated are up to twenty interviews. The one-on-one interviews can be replaced with small focus group sessions, if desired.

### Phase 2. Analyses

- **Development of Property Database.** Utilizing existing assessment information, google and other mapping services, and field reconnaissance, a database for the core will be developed. The database is expected to include current uses, associated space, and location specific considerations.
- **Analysis Of Property Trends and Patterns.** Residential and non-residential property trends and patterns will be analyzed using online sites and others that track sales, rental rates, and other factors and GIS or other available information furnished by the Client. Per square foot information is expected to be extracted or developed. The client is expected to furnish, if possible, real estate multiple listing files for the core area, or they will be extracted from the Oak Park multiple listing files.
- **Demand Forecasting.** TCG will define opportunities and activity by examining the demand for goods and services. The forecasting would focus on retail goods and related services, select hospitality/entertainment activity, niche housing, often associated with mixed-use areas, and office activity. Concerning demand forecasting, dining and other restaurant/food services activities are among the ten major retail goods and related services categories. The forecast of demand would include the following:

1. Context within the region.
2. Definition of demand components, such as City residents, nearby or surrounding area residents, workers, and others.
3. Definition of the market(s) or market area(s) population, households, household spending, shopping, and commercial utilization patterns, based on actual data developed through surveys.
4. Definition of the current or potential components of demand penetration levels.
5. Definition of competitive advantages and disadvantages concerning housing and commercial for the core.
6. Demand forecasts for retail and retail-related services by major retail category and sub-category (over 50 types of operations) and capturable space activity.
7. Entertainment spending estimates and appropriate gaps in the market.
8. Multi-tenant office space demand forecasts.
9. Definition of specific niches, clusters, and critical mass that would be marketable for opportunities in general and targeted number of specific sites.
10. Estimated future niche housing demand associated with mixed-use, including price points, size of units, and amenities.
11. Estimates of supportable space (or units for housing) and absorption.
12. A matching of supply and demand by retail use and for other noted activity.

### **3. Opportunities Definition**

TCG will provide the following for the non-residential and residential sectors and activities in Oak Park's core.

- Identification of opportunities that result in penetration into market segments.
- Identification of opportunities that create internal synergy.
- Specific niches and clusters to create new market opportunities for housing, retail, and other activities.
- Specific niches and clusters that will create new market opportunities for mixed use.
- Site-specific clusters.

### **4. Strategy Development**

The strategy will include the site-specific and general market findings for the types of activities analyzed and non-physical concepts for effectuating change and the integration of existing operations and developments. Along with the quantitative information will be qualitative opinions for the types of developments and composition based on the likelihood of success.

In addition, findings from the market analysis are translated into implementation action strategies, which define how specific steps will be taken to implement results from the market analysis.

**Estimated Cost: \$20,750**



# CITY OF OAK PARK, MI STAFF REPORT

## 12.B.2

**AGENDA FOR:** April 6, 2026

**SUBJECT:**

Approval of Change Order No. 1 for the 2025-2026 Miscellaneous Concrete Project, M-782 in the amount of \$99,776.40.

**DEPARTMENT:** Municipal Services

**FROM:** Dan Samuel, Engineering Supervisor

**SUMMARY:** Attached is proposed Change Order No. 1 for the 2025-2026 Miscellaneous Concrete Project, M-782 by Mattioli Cement Company of Fenton, MI. This project includes full depth concrete pavement replacement work throughout the city. Change Order No. 1 includes additional concrete pavement replacement throughout the city. Approval of Change Order No. 1 will bring the project costs up to the original budgeted amount and will allow for additional pavement repairs.

**FINANCIAL STATEMENT:**

Original Contract Amount:	\$450,165.00
Proposed Change Order No. 1:	\$99,776.40
<b>New Contract Amount:</b>	<b>\$549,941.40</b>

**RECOMMENDED ACTION:** It is recommended that Change Order No. 1 for the 2025-2026 Miscellaneous Concrete Project, M-782 by Mattioli Cement Company of Fenton, MI be approved for the amount of \$99,776.40. Funding is available in the Water and Sewer Fund (592-18-538-970) and Local Street Fund (203-18-479-970) for this expenditure.

**EXHIBITS:**

1. M-782 Change Order 1 Signed

**CHANGE ORDER**

**PROJECT:** 2025-2026 MISCELLANEOUS CONCRETE PROJECT **JOB NUMBER:** M-782

**OWNER:** CITY OF OAK PARK, MICHIGAN **CHANGE ORDER NO.:** 1

**CONTRACTOR:** MATTIOLI CEMENT COMPANY **PAGE:** 1  
 6085 MCGUIRE ROAD  
 FENTON, MI 48430

**TO THE CONTRACTOR:**

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
1	REMOVE CONCRETE PAVEMENT, MODIFIED SP	4,622	SYD	\$10.00	1,139.00	2,922.79	\$11,390.00
2	CONCRETE PVMT W/ INT CURB & GUTTER 9" CONCRETE, MODIFIED SP	4,500	SYD	\$64.60	1,139.00	2,002.10	\$73,579.40
9	AGGREGATE BASE UNDER 4" & 6" & 9" CONC. (6" 21AA CR LIMESTONE)	100	SYD	\$13.00	1,139.00	0.00	\$14,807.00
<b>TOTALS</b>							<b>\$99,776.40</b>

**SUMMARY**

Total Increase	\$99,776.40
Total Decrease	\$0.00
<b>Total for Change Order No.3:</b>	<b>\$99,776.40</b>
Contract Amount	\$450,165.00
Change Order No. 1:	\$99,776.40
<b>New Contract Amount:</b>	<b>\$549,941.40</b>

*john mattioli*

[john mattioli \(Mar 27, 2026 10:47:08 EDT\)](#)

Mattioli Cement Company Date

*Dan Samuel*

Dan Samuel, Engineering Supervisor 3/27/26  
Date

**\*Reviewed by and recommended for approval by City Council**



# CITY OF OAK PARK, MI STAFF REPORT

## 12.B.3

**AGENDA FOR:** April 6, 2026

**SUBJECT:**

Approval of Change Order No. 1 for the 2026 Joint and Crack Sealing Project, M-788, in the amount of \$99,990.00.

**DEPARTMENT:** Municipal Services

**FROM:** Dan Samuel, Engineering Supervisor

**SUMMARY:** Attached is proposed Change Order No. 1 for the 2026 Joint and Crack Sealing Project, M-788 by Michigan Joint Sealing of Farmington Hills, MI. This project includes sealing cracks and joints along several streets in Oak Park. Change Order No. 1 includes repairing larger cracks and joints with asphalt mastic throughout the city. Approval of Change Order No. 1 will bring the project costs up to \$210,650.00. A total amount of \$100,000 was budgeted for the mastic work under Major Street Fund (202-18.479-970) and the total budget for the project is \$250,000, with \$100,000 budgeted in Major Street Fund and \$150,000 budgeted in Local Street fund.

**FINANCIAL STATEMENT:**

Original Contract Amount:	\$110,660.00
Proposed Change Order No. 1:	\$99,990.00
<b>New Contract Amount:</b>	<b>\$210,650.00</b>

**RECOMMENDED ACTION:** It is recommended that Change Order No. 1 for the 2026 Joint and Crack Sealing Project, M-788 by Michigan Joint Sealing of Farmington Hills, MI be approved for the amount of \$99,990.00. Funding is available in the Major Street Fund (202-18.479-970) for this expenditure.

**EXHIBITS:**

1. Change Order No. 1\_Joint Sealing

**CHANGE ORDER**

**PROJECT:** 2026 JOINT & CRACK SEALING PROJECT **JOB NUMBER:** M-788  
**OWNER:** CITY OF OAK PARK, MICHIGAN **CHANGE ORDER NO.:** 1  
**CONTRACTOR:** MICHIGAN JOINT SEALING, INC. **PAGE:** 1 OF 1  
 28830 WEST EIGHT MILE RD. STE. 103  
 FARMINGTON HILLS, MI 48336

**TO THE CONTRACTOR:**

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
4	Asphalt Mastic Repair	0.00	LFT	\$18.00	5,555.00	0	\$99,990.00
<b>Totals:</b>							<b>\$99,990.00</b>

**SUMMARY**

Total Increase \$99,990.00  
 Total Decrease \$0.00  


---

 Total Amount for Change Order No. 1: \$99,990.00

Original Contract Amount: \$110,660.00  
 Proposed Change Order No. 1: \$99,990.00  


---

 New Contract amount: \$210,650.00

*David K. Bacci*  
David K. Bacci (Mar 30, 2026 08:46:51 EDT)  
 Michigan Joint Sealing, Inc. Date

*Dan Samuel*  
Dan Samuel (Mar 30, 2026 09:05:09 EDT)  
 Dan Samuel, Engineering Supervisor Date

**\*Reviewed and recommended to City Council for approval**



# CITY OF OAK PARK, MI STAFF REPORT

## 12.B.4

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Accept the Oakland County Transit Grant and enter into an agreement with Oakland County to fund Oak Park's Non-motorized Path on Nine Mile Road in the amount of \$100,000.

**DEPARTMENT:** Economic and Community Development

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** The City of Oak Park applied for a transit grant through Oakland County to do the engineering design work to complete the bike lanes from McClain to Greenfield Road. The grant is \$100,000 and the total cost of the project is \$220,000. The City will apply for a SEMCOG Planning Grant and any costs not covered by grants will come from the Major Street fund 202-18.479-970. Since this item was not previously budgeted it will require a budget amendment to the Major Street Fund in the amount of 202-18.479-970.

**FINANCIAL STATEMENT:** A budget amendment in the amount of \$120,000 will be needed in the Major Street Fund account 202-18.479-970 in FY 25-26.

**RECOMMENDED ACTION:** It is recommended City Council approve the budget amendment of \$120,000 and acceptance of the Oakland County Transit Grant in the amount of \$100,000.

**EXHIBITS:**

1. 2026 Access to Transit Program Award Letter Oak Park

March 12, 2026  
SENT VIA EMAIL

Tim Ciechorski  
Grant Administrator  
City of Oak Park  
14000 Oak Park Blvd  
Oak Park, MI 48237

Dear Tim,

Congratulations! I am pleased to inform you that the Oakland County Board of Commissioners approved the following project for the 2026 Oakland County Access to Transit Program:

**City of Oak Park's Non-motorized Path on Nine Mile Road  
In the amount of: \$100,000**

The Oakland County Transit Division is pleased to partner with your community on this project and looks forward to learning about your plans for implementation and progress moving forward.

Please provide us with the names, titles, and email addresses for the authorized official and a witness that will sign the Interlocal Agreement. After we receive that information, we will email you a link to review and sign the Interlocal Agreement along with additional information to begin the grant award payment process. Links to online forms will also be shared with you throughout the duration of the project to complete the required semi-annual project status reports.

Congratulations again and thank you for your commitment to improving access to transit services and facilities in your community and Oakland County.

Sincerely,



Eli Cooper, AICP  
Transit Manager  
Oakland County Transit Division



# CITY OF OAK PARK, MI STAFF REPORT

## 12.C.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to Approve Farmers Market Vendor Fees

**DEPARTMENT:** Recreation

**FROM:** Laurie Stasiak, Recreation Director

**SUMMARY:**

The Oak Park Farmers Market is introducing a revised vendor fee structure for 2026. Unlike 2025, where fees were collected as refundable deposits, 2026 fees will be retained as revenue. The market season is being extended from 17 to 22 weeks, with the addition of both indoor (8x8 ft) and outdoor (10x10 ft) vendor spaces to accommodate increased demand. The new structure offers full-season, monthly, and daily pricing options, along with optional tent rentals. Overall, fees have increased and become non-refundable, reflecting the longer season, expanded space options, and growing vendor interest.

**FINANCIAL STATEMENT:** N/A

**RECOMMENDED ACTION:** Recommend City Council to Approve Farmers Market Vendor Fees

**EXHIBITS:**

1. Farmers Market Vendor Fees to be Approved

### Oak Park Farmers Market Vendor Fees

<b>2025 Fees</b>	
2025 vendor fees were <u>DEPOSIT</u> only. Fees were held until the end of the season and returned to the vendor.	
Full season - One 10x10 ft Space	\$100
Full season – Two 10x10 ft Spaces	\$125
Full season - Three 10x10 ft Spaces	\$150

<b>2026 Fees</b>	
Full Season One Indoor 8x8 ft space	\$180
Full Season One Outdoor 10x10 ft space	\$120
Full Season Two Indoor 8x8 ft space	\$205
Full Season Two Outdoor 10x10 ft space	\$150
Monthly (June-October) One Indoor 8x8 ft space	\$60/per month
Monthly (June-October) One Outdoor 10x10 ft space	\$50/ per month
Monthly (November) One Indoor 8x8 ft space	\$30
Monthly (November) One 10x10 ft space	\$20
Daily One 10x10 ft space	\$20/per day
Full Season Outdoor Tent Rental	\$130
Monthly Outdoor Tent Rental	\$20/per month

#### What's Changed:

- Longer season of the Oak Park Farmers Market (17 weeks, to 22 weeks)
  - New space – Indoors & Outdoors
    - Increase of vendor interest
- Booth fee collected as revenue, and not a deposit



# CITY OF OAK PARK, MI STAFF REPORT

## 12.D.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Request to approve Traffic Control Order 160 Sec 1.41 allowing for temporary parking on the north side of Kingston between Gardner and Tulare starting April 9, 2026, through June 19, 2026.

**DEPARTMENT:** Public Safety

**FROM:** Steve Cooper, Director of Public Safety

**SUMMARY:** In preparation for the mural installation that will be taking place at the Water Tower Social District, several sections designated for parking inside the lot will not be available. We are requesting that overflow parking be allowed to use the north side of Kingston Street between Gardner and Tulare from April 9, 2026, through June 19, 2026, while this project is taking place.

**FINANCIAL STATEMENT:** NA

**RECOMMENDED ACTION:** To approve Traffic Control Order 160 Sec 1.41 allowing for temporary parking on the north side of Kingston between Gardner and Tulare starting April 9, 2026, through June 19, 2026..

**EXHIBITS:**

None



# CITY OF OAK PARK, MI STAFF REPORT

## 12.E.1

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Proposed one-year lease extension for Hatzalah of Michigan.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** The City of Oak Park is currently leasing space (13650 Oak Park Blvd, Suite A) to the non-profit group Hatzalah of Michigan (Hatzalah). The current one-year lease expires on April 30, 2026. Hatzalah has expressed interest in extending the lease for an additional year. This would extend the lease for a period of May 1, 2026 through April 30, 2027. Hatzalah has been a great tenant and has occupied this space for the past nine years.

**FINANCIAL STATEMENT:** Upon approval of this lease extension, Hatzalah would pay \$15 / square foot for a total annual revenue of \$28,680.00.

**RECOMMENDED ACTION:** It is recommended that a one-year lease extension for 13650 Oak Park Blvd, Suite A to Hatzalah be approved, upon review by the City Attorney's office.

**EXHIBITS:**

1. Resolution to Approve Hatazalah Lease\_2026-2027
2. Hatzalah Lease Renewal\_2026-2027

**CITY OF OAK PARK  
OAKLAND COUNTY, MICHIGAN**

**A RESOLUTION OF THE OAK PARK CITY COUNCIL TO APPROVE THE  
RENEWAL OF A LEASE OF CITY PROPERTY LOCATED AT 13650 OAK PARK  
BLVD., SUITE A, TO HATZALAH OF MICHIGAN**

At a meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at the city hall located at 14000 Oak Park Boulevard on the 6th day of April, 2026 at 7:00 P.M., with those present and absent being,

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_  
and seconded by \_\_\_\_\_.

**WHEREAS**, Section 2.3 of the Oak Park City Charter vests with the city the power to provide for the leasing of city property subject to any restrictions placed thereon by statute and the Charter; and

**WHEREAS**, any lease of city owned property is subject to an affirmative vote of four or more members of the council, with fair consideration as determined by the council; and

**WHEREAS**, Hatzalah of Michigan, a Michigan non-profit Corporation, has submitted a request to renew its current lease of city owned property at 13650 Oak Park Blvd., Ste A, for the sum of \$28,680.00 per year, payable in equal monthly installments of \$2,390.00 (\$15 per square foot annually for 1,912 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity, with the proposed lease terms attached hereto as an addendum;

**WHEREAS**, the proposed renewal of the lease term is for twelve (12) months, commencing on May 1, 2026 and expiring on April 30, 2027, with the option to request renewal of the lease annually subject to the approval of city council;

**NOW THEREFORE BE IT RESOLVED:**

1. The City Council hereby authorizes the lease of city property known as 13650 Oak Park Blvd., Ste A, Oak Park, MI for the sum of \$28,680.00 per year, payable in equal monthly installments of \$2,390.00 (\$15 per square foot annually for 1,912 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity. The approved lease terms are attached hereto as an addendum.

2. The City Council has determined that the proposed rental rate for the premises of \$28,680.00 per year payable in monthly installments of \$2,390.00 per month, represents fair consideration for Hatzalah's possession of the premises for a period of twelve (12) months;
3. That based upon the foregoing findings and determinations, the proposed lease renewal terms attached hereto as an Addendum appear to be in the best interest of the City, and the City Council approves the execution of the attached lease renewal by the City Manager on behalf of the City of Oak Park, copies of which are attached to this resolution.
4. That any renewal of the lease beyond the twelve month period shall be subject to the approval of the City Council as required by Section 13 of the Charter.
5. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Roll Call Vote:        Yes:

                              No:

                              Absent:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, April 6, 2026 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

T. Edwin Norris, City Clerk

## COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on April 6, 2026, between **The City of Oak Park**, a Michigan municipal corporation, with offices at 14000 Oak Park Blvd., Oak Park, MI 48237 (Lessor), and **Hatzalah of Michigan**, a Michigan Nonprofit Corporation, of 18877 W Ten Mile Rd., Ste 102, Southfield, MI 48075 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the building at 13650 Oak Park Blvd., Suite A, Oak Park, Michigan (the Building). In addition to the Building, Lessee shall have the right to use common areas and parking spaces in the adjacent parking lot. Together the Building, common areas and the use of the adjacent parking spaces are referred to as the Premises.
  - a. **License to use common areas (i.e. hallways, restrooms, parking, etc.).** The Lessor grants a license for the lease term to the Lessee, its employees, and its customers to use the parking spaces adjacent to the Building, to the extent that spaces are available. This is a license, not a leasehold. No spaces will be reserved.
  - b. **Outer Walls.** The exterior walls and roof of the Building and the area beneath said building are not demised hereunder, and the Landlord reserves the use of same together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Building and serving other parts of the Building, at such times and in such locations which will not materially interfere with Lessee's use of the Leased Premises.
2. **Term.** The term of this Lease shall be one (1) year commencing on May 1, 2026 (the Commencement Date), and expiring on April 30, 2027.
3. **Rent.**
  - a. **Base rent.** Lessee shall pay Lessor as base rent for the Premises \$28,680.00 per year, payable in equal monthly installments of \$2,390.00 per month commencing on the Commencement Date (\$15 per square foot annually for 1,912 square feet). Base rent shall include all of the utility services for the Premises, including water and sewer, gas, and electricity ("Included Utilities").
  - b. **Additional rent.** Lessee agrees that all other services contracted for by Lessee, including, but not limited to, telephone, cable, or internet services ("Other Utilities"), shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. If Lessee fails to pay the amount on or before the due date, any utility that may be levied or assessed against the leased premises, as well as the cost of any contest, review, or negotiation of an assessment by Lessor shall be immediately due and payable as additional rent.
4. **Security deposit.** Lessee shall pay a security deposit of \$2,390.00. The security deposit shall secure the performance of Lessee's obligations under this Lease. Lessor may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Lessee's

obligations under this Lease. Any balance remaining on termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent. Lessor may commingle the security deposit with any other funds of Lessor and shall not pay any interest on the deposit held. The fact that the Landlord continues to hold the Security Deposit does not affect the Landlord's right to possession of the Building for non-payment of rent or for any other reason.

5. **Signs.** Lessor reserves the exclusive right to the exterior of the Building, and Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole.

6. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. **Renewal of Lease.** Lessee shall have an option to request the opportunity to renew this lease on an annual basis by giving written notice of renewal to Lessor 90 days before this Lease expires ("Lessee Option"). The renewal shall be on the same terms and conditions as stated in this Lease except that the base rent during a renewal term shall be determined by mutual agreement of the parties, and shall be subject to final approval of the city council. If the parties cannot agree on the base rent by a date 30 days before the existing term of the Lease expires, this option shall terminate and the Lease shall expire at the end of the existing term. Any renewal of this lease is subject to Section 13.3 of the City Charter, requiring the affirmative vote of four or more members of the city council.

8. **Holding Over.** If the Lessee remains in possession of the Building after the Term ends, then the tenancy will be from month to month in the absence of a written agreement to the contrary, at a monthly rental rate of 125% of the monthly payment amount established in section. Either party may cancel such a tenancy on 30 days written notice to the other party. The Landlord retains the absolute right to withhold its consent to any proposed holdover.

9. **Vacation of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

10. **Keys.** When the lease term ends, the Lessee must surrender all keys to the Building to Lessor.

11. **Use.** The Premises are to be used and occupied by Lessee for the operation of office space for administration and operation of Hatzalah of Michigan and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. Residential uses are prohibited.

- a. **No illegal acts.** The Lessee may not use the Premises for any purpose that violates any law, municipal ordinance or regulation. The Lessee, at its own expense, under penalty of forfeiture and damages, must promptly comply with all law, orders, regulations, or ordinances of all municipal, county, state, and federal authorities affecting the Premises and must obtain all necessary governmental licenses and certificates for zoning for use and occupancy of the Premises. If the Lessee breaches this paragraph, the Lessee may at its sole option terminate this lease immediately and re-enter and re-possess the Premises.
- b. **Insurance.** The lessee may not do any act which is prohibited or which conflicts with any insurance policy maintained for the Building, or which will increase the existing rate for such insurance, or which will cause any such policy to be cancelled or otherwise adversely affected. The Lessor represents that, to the best of its knowledge, its insurance policy contains no clause that would be adversely affected by the normal operation of a business similar to Lessee's.
- c. **Locks.** The Lessee may not change locks without the Lessor's authorization.

12. **Expenses.** Lessor shall pay all costs and expenses incurred in operating and managing the Building except the maintenance and repair of the interior space leased to Lessee and the Other Utilities. Lessor further agrees that any additional alterations or additions to the dimensions of the building in which the leased premises are contained shall be at the sole expense of Lessor, and shall be completed prior to the Commencement Date.

13. **Repairs and maintenance.** Lessor shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, plumbing systems, electrical systems, common areas and floor and including painting, structural maintenance, repair, and replacement, and for the repair and replacement of the furnace, HVAC system and hot water heater. However, any such maintenance, repairs, or replacement for the Building or Premises that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall provide janitorial services to the Premises and common areas at Lessor's sole expense. With the exception of Lessor's obligations for maintenance, repairs, and replacement, Lessee shall be obligated to repair and maintain the Premises at Lessee's expense. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition the sidewalk and driveway adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice.

14. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in substantially the same condition as at the Commencement Date, excepting normal wear and tear.

15. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

16. **Taxes and assessments.** Lessee shall pay all personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

17. **Alterations.** Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of \$5,000 shall require the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The work shall be done without injury to any structural portion of the Building and without disturbing other tenants in their use of the Building. Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

18. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

19. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

20. **Insurance.** Lessor shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.

- a. *Delivery of policy.* The Lessee must deliver to the Lessor a certificate of insurance and, on request, a full copy of all insurance policies required under this lease, and

proof of renewal at least 30 days before any expiration date that falls during the Term.

- b. *Lessee's failure to insure.* If the Tenant fails to maintain and pay for any insurance which is its obligation under this lease or fails to deliver copies of policies to the Landlord, the Landlord may, at its sole option, obtain and pay for such insurance and charge the cost to the Tenant as Additional Rent. The Tenant is not released from its obligation, regardless whether the Landlord exercise such option.
- c. *Subrogation.* The Lessee and Lessor will each look to their own insurance for the recovery of insured claims. The Lessee and Lessor each waive and release all rights to recover insured claims from the other, by anyone claiming through them, including their respective insurers, by way of subrogation or otherwise. This release and waiver remains effective even if either party fails to obtain insurance as required by this lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

**21. Lessee's liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

**22. Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

**23. Mutual releases.** Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their

respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

24. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

25. **Indemnity.** Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Lessee's use of the Premises, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

26. **Default and reentry.** If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee remaining uncured for 30 days after written notice by Lessor to Lessee thereof, by giving written notice of the termination to Lessee.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation after written notice thereof and a 30 day opportunity to cure, make or cause repairs to be made and defaults to be cured, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

27. **Subordination.** This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are

a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed as long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation regarding a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

28. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

29. **Lessee's possession and enjoyment.** Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

30. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease or exercise the Lessee Option, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental rate.

31. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

32. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

33. **Fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

34. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

35. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

35. **Effective date.** This Lease shall be effective as of the date first stated above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

LESSEE

**Hatzalah of Michigan,**  
A Michigan Nonprofit Corporation

By: /s/ \_\_\_\_\_  
Bentzy Schechter, Board of Directors

LESSOR

**The City of Oak Park**  
**A Michigan Municipal Corporation**

Approved as to form:

By: /s/ \_\_\_\_\_  
Courtney A. Krause, City Attorney

By: /s/ \_\_\_\_\_  
Ed Norris, City Clerk

By: /s/ \_\_\_\_\_  
Erik Tungate, City Manager

By: /s/ \_\_\_\_\_  
Marian McClellan, Mayor



# CITY OF OAK PARK, MI STAFF REPORT

## 12.E.2

**AGENDA FOR:** April 6, 2026

**SUBJECT:** Approval of Pay Application No. 9 and Change Order No. 7 for the Event Hub Project in the amounts \$253,671.44 and \$0.00 respectively.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, Deputy City Manager

**SUMMARY:** Attached is Pay Application No. 9 and Change Order No. 7 for the Event Hub Project. The Construction Manager, Architect, and City Administration have all approved this payment. The Change Order is for construction / field changes associated with the project. Our Construction Manager, Frank Rewold & Sons, Inc. (FRS), will disperse these funds to the various contractors. This payment is for the period ending February 28, 2026. The Door / Window, Electrical, and Carpentry contractors are continuing their work inside the Event Hub. Exterior work will resume in the Spring. The project is approximately 60% complete.

### FINANCIAL STATEMENT:

Original Guaranteed Maximum Price (GMP):	\$9,405,996.00
Change Order No. 1:	\$41,008.33
Change Order No. 2:	\$0.00
Change Order No. 3:	\$0.00
Change Order No. 4:	\$0.00
Change Order No. 5:	\$0.00
Change Order No. 6:	\$0.00
Proposed Change Order No. 7:	\$0.00
<b>Proposed Guaranteed Maximum Price (GMP):</b>	<b>\$9,447,004.33</b>
Total Work Completed to Date:	\$5,301,435.92
Less Retainage:	\$462,956.93
Net Earned:	\$4,837,928.99
Payments to Date:	\$4,584,257.55
<b>Amount Due to FRS:</b>	<b>\$253,671.44</b>

**RECOMMENDED ACTION:** It is recommended that Pay Application No. 9 and Change Order No. 7 for the Event Hub Project be approved in the amounts of \$253,671.44 and \$0.00 respectively. Funding is available in the Event Hub Fund (405-18.447-970.204).

**EXHIBITS:**

1. Event Hub - Pay Application 9
2. Event Hub - Change Order 7



### Oak Park Event Hub Cover Letter

Company:	Frank Rewold and Sons, Inc.
Job No.	11644
Project:	Oak Park Event Hub
Billing Period this Invoice Covers:	February 2026 Billing #09
Amount Due this Invoice:	<b>\$253,671.44</b>
Notation(s):	



# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:  
Oak Park;City of

Project:  
11644 - Oak Park Event Hub and Bandshell

From Contractor:  
Frank Rewold & Sons Inc.  
303 E 3rd Street Suite 300  
Rochester, MI 48307

Contract: Oak Park Event Hub and Bandshell  
Via Architect:  
Neumann / Smith Architecture

Application #: 11644-09  
Period to: 02/28/2026

Distribution to:  
Owner   
Architect   
Contractor   
Field   
Other

Contract for: City Buildout  
Contract date: 06/13/2025  
Project #s

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, is attached

1. Original contract sum **\$9,405,996.00**
2. Net change by Change orders **\$41,008.33**
3. Contract sum to date (Line 1 & 2) **\$9,447,004.33**
4. Total completed and stored to date **\$5,301,435.92**
5. Retainage **\$463,506.93**
6. Total retainage (Lines 5a + 5b or total of Column I of G703) **\$462,956.93**
7. Total earned less retainage **\$550.00**
8. Less previous certificates for payment (Line 7 from prior cert.) **\$463,506.93**
9. Current payment due **\$4,837,928.99**
10. Balance to finish, including retainage **\$4,584,257.55**
11. Overall Percentage Complete **\$253,671.44**  
**56.12%**

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$692,583.83	\$-651,575.50
Total approved this month	\$179,738.00	\$-179,738.00
TOTALS	\$872,321.83	\$-831,313.50
NET CHANGES by change order		\$41,008.33

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract documents. All amounts have been paid by the contractor for work for which previous Certificates of Payment were issued and payments received from the contractor, and that current payment shown herein is now due.

Contractor: **Frank Rewold & Sons Inc.**

By: Jordan Sulpan Date: 3/3/2026

State Of Michigan

County Of **Oakland**

Subscribed and sworn to before me this 3rd day of March 2026

Notary Public: Phillip Herings  
Notary Public, State of Michigan

Acting in County May 26, 2029  
My Commission expires: \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED

**Amount certified** **\$ 253,671.44**

ARCHITECT: Phillip Herings

By Phillip Herings Date 3/5/2026  
2342A9F739414BA...

Signed by: Dave DeLoster  
6A434E5991544CF...

3/9/2026

**CONTINUATION SHEET**

**Project: Oak Park Event Hub and Bandshell**

Project Application and Certification for Payment. Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached. In tabulations below, amounts are in US dollars nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

**Application #:11644-09**  
**Application Date: 02/28/2026**  
**Period to:02/28/2026**  
**Architect's Project #: Oak Park Event Hub and Bandshell**

A Item #	B Description of work	C Original Contract value	Approved Changes	Revised Contract Amount	D Work Completed		F Materials presently stored	G Total completed and stored (D+E+F)	G.1 % (G/C)	H Balance to finish (C-G)	I Retainage
					From previous application	Completed This period					
01-0000	General Conditions	459,975.00	-25,975.00	434,000.00	55,902.49	12,234.52	0.00	68,137.01	15.70 %	365,862.99	0.00
01-0001	Staffing	448,708.00	6,085.00	454,793.00	263,717.50	31,597.50	0.00	295,315.00	64.93 %	159,478.00	0.00
01-0410	General Liability	45,026.00	196.41	45,222.41	45,222.41	0.00	0.00	45,222.41	100.00 %	0.00	0.00
01-6100	Bonds	102,340.00	432.08	102,772.08	102,772.08	0.00	0.00	102,772.08	100.00 %	0.00	0.00
01-9250	Construction Contingency	407,453.00	-47,079.00	360,374.00	0.00	0.00	0.00	0.00	0.00 %	360,374.00	0.00
01-9900	CM Fee	253,407.00	1,099.84	254,506.84	151,070.33	3,849.93	0.00	154,920.26	60.87 %	99,586.58	0.00
03-3001	Concrete Foundations	219,669.00	25,585.00	245,254.00	245,254.00	0.00	0.00	245,254.00	100.00 %	0.00	24,525.40
03-3002	Concrete Flatwork	420,964.00	42,839.00	463,803.00	296,814.00	0.00	0.00	296,814.00	64.00 %	166,989.00	29,681.40
03-3500	Concrete Finishing & Polishing	20,200.00	15,000.00	35,200.00	15,000.00	0.00	0.00	15,000.00	42.61 %	20,200.00	1,500.00
04-2000	Masonry	600,800.00	0.00	600,800.00	0.00	0.00	0.00	0.00	0.00 %	600,800.00	0.00
05-1000	Structural Steel	783,000.00	45,223.00	828,223.00	797,492.80	7,290.05	0.00	804,782.85	97.17 %	23,440.15	80,478.29
05-5200	Handrails	35,000.00	-23,267.00	11,733.00	0.00	0.00	0.00	0.00	0.00 %	11,733.00	0.00
06-1001	Carpentry	194,261.00	5,100.00	199,361.00	180,400.00	11,401.00	0.00	191,801.00	96.21 %	7,560.00	19,180.10
06-2200	Millwork	39,825.00	0.00	39,825.00	1,250.00	0.00	0.00	1,250.00	3.14 %	38,575.00	125.00
07-4100	Metal Roofing	70,550.00	4,100.00	74,650.00	11,900.00	-356.00	0.00	11,544.00	15.46 %	63,106.00	1,154.40
07-4200	Metal Siding	369,300.00	86,308.00	455,608.00	291,835.00	0.00	0.00	291,835.00	64.05 %	163,773.00	29,183.50
07-5000	Membrane Roofing	204,134.00	11,931.00	216,065.00	185,273.00	0.00	0.00	185,273.00	85.75 %	30,792.00	18,527.30
07-9200	Joint Sealants	132,500.00	23,580.00	156,080.00	42,654.50	0.00	0.00	42,654.50	27.33 %	113,425.50	4,265.45
08-1113	Doors, Frames & Hardware	45,700.00	1,504.00	47,204.00	3,770.00	7,470.00	0.00	11,240.00	23.81 %	35,964.00	1,124.00
08-3600	Overhead Doors	145,756.00	0.00	145,756.00	0.00	0.00	0.00	0.00	0.00 %	145,756.00	0.00
08-8000	Aluminum, Glass & Glazing	213,000.00	0.00	213,000.00	147,176.80	0.00	0.00	147,176.80	69.10 %	65,823.20	14,717.68

**RETENTION AND CERTIFICATE OF PAYMENT**

A Item #	B Description of work	C Original Contract value	Approved Changes	Revised Contract Amount	D Work Completed		E Completed This period	F Materials presently stored	G Total completed and stored (D+E+F)	G.1 % (G/C)	H Balance to finish (C-G)	I Retainage
					From previous application	Completed						
09-3000	Hard Tile	9,425.00	0.00	9,425.00	0.00	0.00	0.00	5,500.00	5,500.00	58.36 %	3,925.00	550.00
09-5100	Acoustical Ceilings	26,615.00	105,670.00	132,285.00	5,460.00	89,961.75	0.00	0.00	95,421.75	72.13 %	36,863.25	9,542.17
09-6500	Resilient Flooring	4,050.00	1,500.00	5,550.00	0.00	0.00	0.00	0.00	0.00	0.00 %	5,550.00	0.00
09-6723	Resinous Flooring	44,585.00	0.00	44,585.00	0.00	0.00	0.00	0.00	0.00	0.00 %	44,585.00	0.00
09-9100	Painting	27,200.00	4,938.00	32,138.00	3,370.00	20,000.00	0.00	0.00	23,370.00	72.72 %	8,768.00	2,337.00
10-1400	Signage	30,000.00	0.00	30,000.00	4,187.00	0.00	0.00	0.00	4,187.00	13.96 %	25,813.00	418.70
10-2113	Toilet Partitions & Access	11,285.00	0.00	11,285.00	0.00	0.00	0.00	0.00	0.00	0.00 %	11,285.00	0.00
10-3100	Fireplace	14,115.00	-12,978.00	1,137.00	0.00	0.00	0.00	0.00	0.00	0.00 %	1,137.00	0.00
10-7300	Canopies & Awnings	32,500.00	0.00	32,500.00	3,000.00	0.00	0.00	0.00	3,000.00	9.23 %	29,500.00	300.00
11-4000	Food Service Equipment	183,773.00	5,867.00	189,640.00	165,741.44	0.00	0.00	0.00	165,741.44	87.40 %	23,898.56	16,574.14
21-0001	Fire Suppression	51,150.00	0.00	51,150.00	46,550.00	3,220.00	0.00	0.00	49,770.00	97.30 %	1,380.00	4,977.00
22-0001	Plumbing	323,851.00	11,146.00	334,997.00	253,678.54	5,563.95	0.00	0.00	259,242.49	77.39 %	75,754.51	25,924.26
23-0001	HVAC	413,500.00	26,524.50	440,024.50	384,261.58	44,990.92	0.00	0.00	429,252.50	97.55 %	10,772.00	42,925.26
26-0001	Electrical	865,548.00	46,300.00	911,848.00	797,879.29	33,835.54	0.00	0.00	831,714.83	91.21 %	80,133.17	83,171.48
31-1000	Site Cleaning	444,000.00	190,427.00	634,427.00	497,384.00	0.00	0.00	0.00	497,384.00	78.40 %	137,043.00	49,738.40
32-3100	Fence	60,120.00	0.00	60,120.00	25,860.00	0.00	0.00	0.00	25,860.00	43.01 %	34,260.00	2,586.00
32-3300	Site Furnishings	255,075.00	-115,000.00	140,075.00	0.00	0.00	0.00	0.00	0.00	0.00 %	140,075.00	0.00
32-9000	Landscaping	316,624.00	-12,322.00	304,302.00	0.00	0.00	0.00	0.00	0.00	0.00 %	304,302.00	0.00
60-1001	AWL-Floor Prep	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1002	ALW-Flooring Moisture Mitigation	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1003	ALW-Poor Soils/Undercuts	75,000.00	-25,408.00	49,592.00	0.00	0.00	0.00	0.00	0.00	0.00 %	49,592.00	0.00
60-1004	ALW-Topsoil Screening	15,000.00	-15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1005	ALW-Gate Well and Valve	8,500.00	-8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1006	ALW-Concrete Restoration at Transformer	5,000.00	-3,597.00	1,403.00	0.00	0.00	0.00	0.00	0.00	0.00 %	1,403.00	0.00
60-1007	ALW-Miscellaneous Restoration	7,500.00	-3,245.00	4,255.00	0.00	0.00	0.00	0.00	0.00	0.00 %	4,255.00	0.00
60-1008	ALW-Landscape and Irrigation Trade Alternates (Landscape Maintenance,	7,300.00	-7,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1009	ALW-Dust Control and Maintenance	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00

A	B	C	D	E	F	G	G.1	H	I		
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1010	ALW-Decorative Bollard Foundations	3,500.00	-3,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1011	ALW-Non-Earthwork Spoils	23,205.00	-15,768.00	7,437.00	0.00	0.00	0.00	0.00	0.00 %	7,437.00	0.00
60-1012	ALW-Concrete Foundations Trade Alternates (Frost Footings at Overhead	24,040.00	-14,800.00	9,240.00	0.00	0.00	0.00	0.00	0.00 %	9,240.00	0.00
60-1013	ALW-Polished Concrete Alternate and Trade Alternate (Dye, Grout Coat, and	12,500.00	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00 %	12,500.00	0.00
60-1014	ALW-Resinous Flooring Trade Alternates (3.05 Field Quality Control)	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1015	ALW-Structural Steel Trade Alternates (AESS Mock-Up and Interior Ladder)	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00 %	15,000.00	0.00
60-1016	ALW-Site Concrete and Concrete Flatwork Trade Alternates and Voluntary Alternate	57,510.00	0.00	57,510.00	0.00	0.00	0.00	0.00	0.00 %	57,510.00	0.00
60-1017	ALW-2026 Site Concrete and Additional ADA Ramps	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1018	ALW-Revised Concrete Step Details at Bandshell	20,000.00	-15,108.00	4,892.00	0.00	0.00	0.00	0.00	0.00 %	4,892.00	0.00
60-1019	ALW-Masonry Trade Alternates (Alternate Footing Detail)	4,250.00	0.00	4,250.00	0.00	0.00	0.00	0.00	0.00 %	4,250.00	0.00
60-1020	ALW-Caulking and Joint Sealant Trade Alternates (Air Barrier at Bandshell Soffit	29,930.00	-29,930.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1021	ALW-Aluminum, Glass, and Glazing Trade Alternates (Delegated Design for Transluc	17,000.00	-12,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1022	ALW-Temporary Drives and Temporary Site Work	85,000.00	-19,481.00	65,519.00	0.00	0.00	0.00	0.00	0.00 %	65,519.00	0.00
60-1023	ALW-Concrete Removal/Replacement For Sanitary Tap	23,060.00	-23,060.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1024	ALW-Miscellaneous Bent Plates (2&7/A511)	30,000.00	-14,245.00	15,755.00	0.00	0.00	0.00	0.00	0.00 %	15,755.00	0.00
60-1025	ALW-Concrete Overages with Trench Foundations	7,500.00	-350.00	7,150.00	0.00	0.00	0.00	0.00	0.00 %	7,150.00	0.00
60-1026	ALW-Temporary Fence Adjustments	13,115.00	0.00	13,115.00	0.00	0.00	0.00	0.00	0.00 %	13,115.00	0.00
60-1027	ALW-Irrigation Booster Pump	18,025.00	0.00	18,025.00	0.00	0.00	0.00	0.00	0.00 %	18,025.00	0.00
60-1028	ALW-Electrical Trade Alternates (Alt L7, Wire Push Buttons, Firepit Switch, Door	19,542.00	-12,678.00	6,864.00	0.00	0.00	0.00	0.00	0.00 %	6,864.00	0.00
60-1029	ALW-Emergency Radio Responder System	34,011.00	0.00	34,011.00	0.00	0.00	0.00	0.00	0.00 %	34,011.00	0.00
60-1030	ALW-Field Applied Decorative Masonry Sealer	63,000.00	0.00	63,000.00	0.00	0.00	0.00	0.00	0.00 %	63,000.00	0.00
60-1031	60-1031	28,680.00	-28,680.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1032	Metal Siding Trade Alternates (Fiberglass Girts, Mechanical Screen Wall, Delegat	86,330.00	-82,830.00	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
60-1033	Metal Roofing Trade Alternates (Fascia at Bandshell and Event Hub, Custom Color	90,750.00	-18,250.00	72,500.00	0.00	0.00	0.00	0.00	0.00 %	72,500.00	0.00
60-1034	Membrane Roofing Trade Alternates (Tapered Insulation at Low Roof)	27,020.00	-27,020.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1035	ALW-Hard Tile Trade Alternate (Wall Tile Waterproofing)	1,750.00	-1,750.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1036	ALW-Interior Linear Metal Ceiling	140,000.00	-91,425.00	48,575.00	0.00	0.00	0.00	0.00	0.00 %	48,575.00	0.00

A	B	C	D	E	F	G	G.1	H	I		
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1037	ALW-Additional Soffit Framing at Bandshell	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1038	ALW-Carpet and Resilient Flooring Trade Alternates (99% Adhesive, Additional Bas	1,400.00	-750.00	650.00	0.00	0.00	0.00	0.00	0.00 %	650.00	0.00
60-1039	ALW-AED	2,449.00	-2,449.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1040	ALW-Food Service Equipment Trade Alternate (Stainless Steel Shroud)	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
60-1041	ALW-HVAC Dual Wall Spiral	20,000.00	-20,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1042	ALW-Fire Protection, Plumbing, Mechanical, Electrical Inspection Fees	3,645.00	0.00	3,645.00	0.00	0.00	0.00	0.00	0.00 %	3,645.00	0.00
60-1043	ALW-General Wall Patch/Painting Touch-Up	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1044	ALW - Unawarded/Uncommitted	0.00	113,397.50	113,397.50	0.00	0.00	0.00	0.00	0.00 %	113,397.50	0.00
<b>Total</b>		9,405,996.00	41,008.33	9,447,004.33	5,024,876.76	271,059.16	5,500.00	5,301,435.92		4,145,568.41	463,506.93

**Sworn Statement**

**Project :** Oak Park Event Hub and Bandshell  
**Contract :** Oak Park Event Hub and Bandshell  
**To :** Oak Park;City of

**Application :** 11644-09  
**Application Date :** 02/28/26

Cost Code	Description	Subcontractor	Original Schedule Value	Approved Changes	Revised Schedule Value	Previously Paid	Amount Owning	Paid Plus Owning	Completed & Stored	Total completed to date	Balance to finish	Retained
01-0000	General Conditions		459,975.00	-25,975.00	434,000.00	55,902.49	12,234.52	68,137.01	0.00	68,137.01	365,862.99	0.00
01-0001	Staffing		448,708.00	6,085.00	454,793.00	263,717.50	31,597.50	295,315.00	0.00	295,315.00	159,478.00	0.00
01-0410	General Liability		45,026.00	196.41	45,222.41	45,222.41	0.00	45,222.41	0.00	45,222.41	0.00	0.00
01-6100	Bonds		102,340.00	432.08	102,772.08	102,772.08	0.00	102,772.08	0.00	102,772.08	0.00	0.00
01-9250	Construction Contingency		407,453.00	-47,079.00	360,374.00	0.00	0.00	0.00	0.00	0.00	360,374.00	0.00
01-9900	CM Fee		253,407.00	1,099.84	254,506.84	151,070.33	3,849.93	154,920.26	0.00	154,920.26	99,586.58	0.00
03-3001	Concrete Foundations	Poured Brick Walls Inc	219,669.00	25,585.00	245,254.00	220,728.60	0.00	220,728.60	0.00	245,254.00	0.00	24,525.40
03-3002	Concrete Flatwork	Metropolitan Concrete Corp	420,964.00	42,839.00	463,803.00	267,132.60	0.00	267,132.60	0.00	296,814.00	166,989.00	29,681.40
03-3500	Concrete Finishing & Polishing	Protech Concrete Coatings LLC	20,200.00	15,000.00	35,200.00	13,500.00	0.00	13,500.00	0.00	15,000.00	20,200.00	1,500.00
04-2000	Masonry	Albaugh Masonry Stone & Tile Inc	600,800.00	0.00	600,800.00	0.00	0.00	0.00	0.00	0.00	600,800.00	0.00
05-1000	Structural Steel	Ross Structural Steel	783,000.00	45,223.00	828,223.00	717,743.52	6,561.04	724,304.56	0.00	804,782.85	23,440.15	80,478.29
05-5200	Handrails		35,000.00	-23,267.00	11,733.00	0.00	0.00	0.00	0.00	0.00	11,733.00	0.00
06-1001	Carpentry	Conquest Construction Co., Inc	194,261.00	5,100.00	199,361.00	162,360.00	10,260.90	172,620.90	0.00	191,801.00	7,560.00	19,180.10
06-2200	Millwork	MOD Interiors LLC	39,825.00	0.00	39,825.00	1,125.00	0.00	1,125.00	0.00	1,250.00	38,575.00	125.00
07-4100	Metal Roofing	Liberty Sheet Metal Inc	70,550.00	4,100.00	74,650.00	10,710.00	-320.40	10,389.60	0.00	11,544.00	63,106.00	1,154.40
07-4200	Metal Siding	Liberty Sheet Metal Inc	369,300.00	86,308.00	455,608.00	262,651.50	0.00	262,651.50	0.00	291,835.00	163,773.00	29,183.50
07-5000	Membrane Roofing	Butcher & Butcher Construction	204,134.00	11,931.00	216,065.00	166,745.70	0.00	166,745.70	0.00	185,273.00	30,792.00	18,527.30
07-9200	Joint Sealants	MAG Insulation, Inc.	132,500.00	23,580.00	156,080.00	38,389.05	0.00	38,389.05	0.00	42,654.50	113,425.50	4,265.45
08-1113	Doors, Frames & Hardware	A&C Builder's Hardware, Inc.	45,700.00	1,504.00	47,204.00	3,393.00	6,723.00	10,116.00	0.00	11,240.00	35,964.00	1,124.00
08-3600	Overhead Doors	Arbon Equipment Corporation	145,756.00	0.00	145,756.00	0.00	0.00	0.00	0.00	0.00	145,756.00	0.00
08-8000	Aluminum, Glass & Glazing	Roch Hills Contract Glazing	213,000.00	0.00	213,000.00	132,459.12	0.00	132,459.12	0.00	147,176.80	65,823.20	14,717.68
09-3000	Hard Tile	East Side Tile & Marble Inc	9,425.00	0.00	9,425.00	0.00	4,950.00	4,950.00	5,500.00	5,500.00	3,925.00	550.00

Cost Code	Description	Subcontractor	Original Schedule Value	Approved Changes	Revised Schedule Value	Previously Paid	Amount Owning	Paid Plus Owing	Completed & Stored	Total completed to date	Balance to finish	Retained
09-5100	Acoustical Ceilings	Huron Acoustic Tile Co.	26,615.00	105,670.00	132,285.00	4,914.00	80,965.58	85,879.58	0.00	95,421.75	36,863.25	9,542.17
09-6500	Resilient Flooring	Premier Tile Design Inc	4,050.00	1,500.00	5,550.00	0.00	0.00	0.00	0.00	0.00	5,550.00	0.00
09-6723	Resinous Flooring	Protech Concrete Coatings LLC	44,585.00	0.00	44,585.00	0.00	0.00	0.00	0.00	0.00	44,585.00	0.00
09-9100	Painting	Bella Paint & Design Inc.	27,200.00	4,938.00	32,138.00	3,033.00	18,000.00	21,033.00	0.00	23,370.00	8,768.00	2,337.00
10-1400	Signage	Praise Sign Company LLC	30,000.00	0.00	30,000.00	3,768.30	0.00	3,768.30	0.00	4,187.00	25,813.00	418.70
10-2113	Toilet Partitions & Access	Rayhaven Group	11,285.00	0.00	11,285.00	0.00	0.00	0.00	0.00	0.00	11,285.00	0.00
10-3100	Fireplace		14,115.00	-12,978.00	1,137.00	0.00	0.00	0.00	0.00	0.00	1,137.00	0.00
10-7300	Canopies & Awnings	Nacy Engineering & Fabrication	32,500.00	0.00	32,500.00	2,700.00	0.00	2,700.00	0.00	3,000.00	29,500.00	300.00
11-4000	Food Service Equipment	Great Lakes Hotel Supply Co.	183,773.00	5,867.00	189,640.00	149,167.30	0.00	149,167.30	0.00	165,741.44	23,898.56	16,574.14
21-0001	Fire Suppression	Macomb Mechanical Inc.	51,150.00	0.00	51,150.00	41,895.00	2,898.00	44,793.00	0.00	49,770.00	1,380.00	4,977.00
22-0001	Plumbing	Kalchik Mechanical, Inc; S. E.	323,851.00	11,146.00	334,997.00	228,310.69	5,007.54	233,318.23	0.00	259,242.49	75,754.51	25,924.26
23-0001	HVAC	Quality Aire Systems Inc	413,500.00	26,524.50	440,024.50	345,835.42	40,491.82	386,327.24	0.00	429,252.50	10,772.00	42,925.26
26-0001	Electrical	Electrotec Contracting Inc	865,548.00	46,300.00	911,848.00	718,091.36	30,451.99	748,543.35	0.00	831,714.83	80,133.17	83,171.48
31-1000	Site Cleaning	Verdeterre Contracting Inc	444,000.00	190,427.00	634,427.00	447,645.60	0.00	447,645.60	0.00	497,384.00	137,043.00	49,738.40
32-3100	Fence	Nationwide Construction/RMD	60,120.00	0.00	60,120.00	23,274.00	0.00	23,274.00	0.00	25,860.00	34,260.00	2,586.00
32-3300	Site Furnishings		255,075.00	-115,000.00	140,075.00	0.00	0.00	0.00	0.00	0.00	140,075.00	0.00
32-9000	Landscaping	KLM Landscape	316,624.00	-12,322.00	304,302.00	0.00	0.00	0.00	0.00	0.00	304,302.00	0.00
60-1001	AWL-Floor Prep		10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
60-1002	ALW-Flooring Moisture Mitigation		7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
60-1003	ALW-Poor Soils/Undercuts		75,000.00	-25,408.00	49,592.00	0.00	0.00	0.00	0.00	0.00	49,592.00	0.00
60-1004	ALW-Topsoil Screening		15,000.00	-15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1005	ALW-Gate Well and Valve		8,500.00	-8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1006	ALW-Concrete Restoration at Transformer		5,000.00	-3,597.00	1,403.00	0.00	0.00	0.00	0.00	0.00	1,403.00	0.00
60-1007	ALW-Miscellaneous Restoration		7,500.00	-3,245.00	4,255.00	0.00	0.00	0.00	0.00	0.00	4,255.00	0.00

Cost Code	Description	Subcontractor	Original Schedule Value	Approved Changes	Revised Schedule Value	Previously Paid	Amount Owning	Paid Plus Owning	Completed & Stored	Total completed to date	Balance to finish	Retained
60-1008	ALW-Landscape and Irrigation Trade Alternates (Landscape Maintenance, Fertilizin		7,300.00	-7,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1009	ALW-Dust Control and Maintenance		10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
60-1010	ALW-Decorative Bollard Foundations		3,500.00	-3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1011	ALW-Non-Earthwork Spoils		23,205.00	-15,768.00	7,437.00	0.00	0.00	0.00	0.00	0.00	7,437.00	0.00
60-1012	ALW-Concrete Foundations Trade Alternates (Frost Footings at Overhead Doors and		24,040.00	-14,800.00	9,240.00	0.00	0.00	0.00	0.00	0.00	9,240.00	0.00
60-1013	ALW-Polished Concrete Alternate and Trade Alternates (Dye, Grout Coat, and 3.05 F		12,500.00	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00	12,500.00	0.00
60-1014	ALW-Resinous Flooring Trade Alternates (3.05 Field Quality Control)		5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
60-1015	ALW-Structural Steel Trade Alternates (AESS Mock-Up and Interior Ladder)		15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
60-1016	ALW-Site Concrete and Concrete Flatwork Trade Alternates and Voluntary Alternate		57,510.00	0.00	57,510.00	0.00	0.00	0.00	0.00	0.00	57,510.00	0.00
60-1017	ALW-2026 Site Concrete and Additional ADA Ramps		10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
60-1018	ALW-Revised Concrete Step Details at Bandshell		20,000.00	-15,108.00	4,892.00	0.00	0.00	0.00	0.00	0.00	4,892.00	0.00
60-1019	ALW-Masonry Trade Alternates (Alternate Footing Detail)		4,250.00	0.00	4,250.00	0.00	0.00	0.00	0.00	0.00	4,250.00	0.00
60-1020	ALW-Caulking and Joint Sealant Trade Alternates (Air Barrier at Bandshell Soffit		29,930.00	-29,930.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1021	ALW-Aluminum, Glass, and Glazing Trade Alternates (Delegated Design for Transluc		17,000.00	-12,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
60-1022	ALW-Temporary Drives and Temporary Site		85,000.00	-19,481.00	65,519.00	0.00	0.00	0.00	0.00	0.00	65,519.00	0.00

Cost Code	Description	Subcontractor	Original Schedule Value	Approved Changes	Revised Schedule Value	Previously Paid	Amount Owning	Paid Plus Owning	Completed & Stored	Total completed to date	Balance to finish	Retained
	Work											
60-1023	ALW-Concrete Removal/Replacement For Sanitary Tap		23,060.00	-23,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1024	ALW-Miscellaneous Bent Plates (2&7/A511)		30,000.00	-14,245.00	15,755.00	0.00	0.00	0.00	0.00	0.00	15,755.00	0.00
60-1025	ALW-Concrete Overages with Trench Foundations		7,500.00	-350.00	7,150.00	0.00	0.00	0.00	0.00	0.00	7,150.00	0.00
60-1026	ALW-Temporary Fence Adjustments		13,115.00	0.00	13,115.00	0.00	0.00	0.00	0.00	0.00	13,115.00	0.00
60-1027	ALW-Irrigation Booster Pump		18,025.00	0.00	18,025.00	0.00	0.00	0.00	0.00	0.00	18,025.00	0.00
60-1028	ALW-Electrical Trade Alternates (Alt L7, Wire Push Buttons, Firepit Switch, Door		19,542.00	-12,678.00	6,864.00	0.00	0.00	0.00	0.00	0.00	6,864.00	0.00
60-1029	ALW-Emergency Radio Responder System		34,011.00	0.00	34,011.00	0.00	0.00	0.00	0.00	0.00	34,011.00	0.00
60-1030	ALW-Field Applied Decorative Masonry Sealer		63,000.00	0.00	63,000.00	0.00	0.00	0.00	0.00	0.00	63,000.00	0.00
60-1031	60-1031 ALW-Sheathing and Air Barrier at Bandshell 28,680.00 28,680.00		28,680.00	-28,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1032	Metal Siding Trade Alternates (Fiberglass Girts, Mechanical Screen Wall, Delegat		86,330.00	-82,830.00	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00	0.00
60-1033	Metal Roofing Trade Alternates (Fascia at Bandshell and Event Hub, Custom Color		90,750.00	-18,250.00	72,500.00	0.00	0.00	0.00	0.00	0.00	72,500.00	0.00
60-1034	Membrane Roofing Trade Alternates (Tapered Insulation at Low Roof)		27,020.00	-27,020.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1035	ALW-Hard Tile Trade Alternate (Wall Tile Waterproofing)		1,750.00	-1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1036	ALW-Interior Linear Metal Ceiling		140,000.00	-91,425.00	48,575.00	0.00	0.00	0.00	0.00	0.00	48,575.00	0.00
60-1037	ALW-Additional Soffit Framing at Bandshell		7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
60-1038	ALW-Carpet and Resilient Flooring Trade Alternates (99%		1,400.00	-750.00	650.00	0.00	0.00	0.00	0.00	0.00	650.00	0.00

Cost Code	Description	Subcontractor	Original Schedule Value	Approved Changes	Revised Schedule Value	Previously Paid	Amount Owing	Paid Plus Owing	Completed & Stored	Total completed to date	Balance to finish	Retained
	Adhesive, Additional Bas											
60-1039	ALW-AED		2,449.00	-2,449.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1040	ALW-Food Service Equipment Trade Alternate (Stainless Steel Shroud)		3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00
60-1041	ALW-HVAC Dual Wall Spiral		20,000.00	-20,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-1042	ALW-Fire Protection, Plumbing, Mechanical, Electrical Inspection Fees		3,645.00	0.00	3,645.00	0.00	0.00	0.00	0.00	0.00	3,645.00	0.00
60-1043	ALW-General Wall Patch/Painting Touch-Up		7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00
60-1044	ALW - Unawarded/Uncommitted		0.00	113,397.50	113,397.50	0.00	0.00	0.00	0.00	0.00	113,397.50	0.00
<b>Grand Total</b>			<b>9,405,996.00</b>	<b>41,008.33</b>	<b>9,447,004.33</b>	<b>4,584,257.56</b>	<b>253,671.42</b>	<b>4,837,928.99</b>	<b>5,500.00</b>	<b>5,301,435.92</b>	<b>4,145,568.41</b>	<b>463,506.93</b>

STATE OF Michigan  
 COUNTY OF Oakland  
 Jordan Sirhan

being duly sworn, deposes and says that Frank Rewold and Son, Inc. is the contractor for the improvement to the following real property situated in County, Michigan described as follows:

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as above:

That the contractor has not procured material from or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the contractor or as \_\_\_\_\_ of the contractor for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as Amended being section 570.1109 of the Michigan Compiled Laws.

Warning to Owner: An Owner or lessee of the above-described property may not rely on this sworn statement to avoid the claim of a subcontractor, supplier, or laborer who has provided a Notice of Furnishing or Laborer who may provide a Notice of Furnishing pursuant to section 109 of the Construction Lien Act to the Designee or to the Owner or Lessee if the Designee is not named or has died

Warning to Deponent: A person, who with intent to defraud, gives a False Sworn Statement is subject to criminal penalties as provided in Section 110 of the Construction Lien Act, Act No. 497 of the Public Acts of 1 980, as amended, being section 570.1110 of the Michigan Compiled Laws.

DocuSigned by: FRANK REWOLD SON, INC  
*Frank Rewold*  
85113DF42E27468...

Subscribed and sworn to me before this 3rd day of  
March, 20 2026

DocuSigned by:  
*Jillian Wilson*  
326A769E13244A...

Notary Public, Oakland County, Michigan  
Acting in Oakland County

My Commission expires: May 26, 2029



