



AGENDA
REGULAR CITY COUNCIL MEETING
41ST CITY COUNCIL
OAK PARK, MICHIGAN
DECEMBER 15, 2025
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 December 1, 2025.
- B. Special Organizational City Council Meeting Minutes for September 1, 2025.
- C. Approval of Payment Application No. 4 to Albaugh Masonry Stone & Tile Inc., of Waterford, MI for the Event Hub masonry work in the amount of \$63,000.
- D. Approval of Pay Application No. 5 (Final) in the amount of \$13,703.46 to Taplin Group, LLC of Kalamazoo, MI for the 2024 Sewer & Catch Basin Cleaning & TV Inspection Project, M-774.
- E. Payment of an MDOT Invoice for the 2025 Nine Mile Construction Project from Cloverlawn to Greenfield Road M-771 for the total amount of \$125,063.58.
- F. Payment to OHM Advisors for Construction Engineering (CE) Services on the 2025 Nine Mile Construction Project, from Greenfield to Cloverlawn, in the amount of \$52,514.90.
- G. Resolution naming David DeCoster, Deputy City Manager / Director of Public Works, as the City of Oak Park Streets Administrator.
- H. Traffic Safety Board Meeting Minutes for November 19, 2025
- I. Payment to Stantec for Professional Design Services for Tyler Park in the amount of \$30,555.00.
- J. Public Safety Activity Summary Report for May 2025

K. New and Renewal Licenses for December 15, 2025

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. PUBLIC HEARINGS

- A. Public Hearing to receive comments on the adoption of a Brownfield Plan for the Barton Malow Properties with Parcel ID's: 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032 and 52-25-32-351-038 totaling approximately 9.75 acres in the City of Oak Park.
- B. Approval of the Barton Malow Brownfield Plan and Reimbursement Agreement Resolution
- C. Approval of the Barton Malow Brownfield Reimbursement Agreement

8. ACCOUNTING REPORTS

- A. Approval for payment of invoice #656512 submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$15,166.66.
- B. Approval for payment of invoice#16900 submitted by Shifman Fournier for legal services retainer for January 1, 2026 - March 31, 2026 in the total amount of \$20,000.00.
- C. Approval for payment of an invoice #1821 submitted by Dizik, Faber, Kaplan for legal services in the total amount of \$6,500.

9. BIDS

10. CITY MANAGER

- A. Administration
 - 1. Request to award the Tyler Park Asphalt Paving & Site Concrete Bid to Asphalt Specialists, Inc. of Pontiac, MI in the amount of \$71,000.
 - 2. Request to award the Tyler Park Earthwork & Site Utility Bid to Jacklyn Contracting of Dryden, MI in the amount of \$329,000.
 - 3. Request to Approve a Construction Management Services agreement with McCarthy & Smith Inc. in the amount of \$93,000.
- B. Municipal Services
 - 1. Approval of a Barton Malow Brownfield Grant Application
 - 2. Request to approve OPCIA Facade Grant, for Lifestyle Athletics Health Fitness, located at 10820 W 9 Mile Road

3. Approval of Pay Application No. 4 and Change Order No. 2 for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of \$626,212.35 and \$64,542.66 respectively.

C. Department of Public Works

1. Approval of Payment Application No. 6 and Change Order No. 4 for the Event Hub Project in the amounts of \$820,398.26 and \$0.00 respectively.

D. Elevate Oak Park

1. Event Hub Progress Report

11. 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.

12. CALL TO THE COUNCIL

13. 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
DECEMBER 1, 2025
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, (Left meeting at 7:25 p.m.) 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 Radner, seconded by Edgar, CARRIED, to approve the agenda as presented.

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

5. CONSENT AGENDA

Motion by Radner, seconded by Edgar, 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 November 17, 2025
CM-12-378-2025
- B. Special City Council Meeting Minutes for November 3, 2025
CM-12-379-2025
- C. Special City Council Meeting Minutes for November 17, 2025
CM-12-380-2025
- D. Parks and Recreation Commission Meeting Minutes for October 15, 2025
CM-12-381-2025

- E. Recycling Commission Meeting Minutes for September 18, 2025, and October 16, 2025.
CM-12-382-2025
- F. Resolution in support of 2026 Access to Transit Program Grant application.
CM-12-383-2025
- G. New and Renewal Licenses for December 1, 2025
CM-12-384-2025

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials present who wished to speak.

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Certificate of Appreciation presented to Steven Gold

Oak Park resident Steven Gold was recognized for his \$1,000 contribution to the Public Safety Department.

8. PUBLIC HEARINGS

- A. Public hearing on the approval of an Obsolete Property Rehabilitation Application at 21800 Greenfield Road., Parcel ID 52-25-31-155-003.

Mayor McClellan opened the public hearing at 7:10 p.m. and it was closed as there were no members of the public who wished to speak.

- B. Resolution to approve an Obsolete Property Rehabilitation Application at 21800 Greenfield Road., Parcel ID 52-25-31-155-003.
CM-12-385-2025

Motion by Radner, seconded by Crawford, CARRIED, to adopt the following resolution approving an Obsolete Property Rehabilitation Application for BM Ventures 2, LLC located at 21800 Greenfield Road., Parcel ID 52-25-31-155-003:

RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION ACT (OPRA) APPLICATION

Resolution (CM-12-385-2025) Approving Obsolete Property Rehabilitation Act Application for BM Ventures 2, LLC of Michigan for property located at:
21800 Greenfield Rd., Oak Park, MI

WHEREAS, pursuant to PA 146 of 2000, as amended, the city council of the City of Oak Park is a Qualified Local Governmental Unit eligible to establish one or more OPRA Districts; and

WHEREAS, the city council of the City of Oak Park legally established OPRA District on November 17, 2025, pursuant to a public hearing held on November 17, 2025; and

WHEREAS, the city council of the City of Oak Park has determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, the taxable value of this exemption plus the aggregate taxable value of property already exempt does not exceed 5% of the total taxable value of the City of Oak Park; and

WHEREAS, the applicant BM Ventures 2, LLC of Michigan is not delinquent in any taxes related to the facility; and

WHEREAS, the applicant BM Ventures 2, LLC of Michigan has provided all required items listed under the application instructions to the City of Oak Park; and

WHEREAS, the application is for obsolete property as defined in Section 2(h) of PA 146 of 2000, as amended; and

WHEREAS, the rehabilitation of this facility, as covered by this exemption, had not begun prior to November 17, 2025, the date the OPRA District, Oak Park Obsolete Property Rehabilitation District No. 4 was established; and

WHEREAS, the application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility within the meaning of PA 146 of 2000, as amended, situated within an OPRA District; and

WHEREAS, completion of the rehabilitation facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, to create employment, to retain employment, and to revitalize an urban area; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by Section 2(1) of PA 146 of 2000, as amended; and

WHEREAS, the application was approved at a public hearing on December 1, 2025, as provided by Section 4(2) of PA 146 of 2000, as amended, allowing a period of 18 months for completion of the rehabilitation.

NOW THEREFORE, BE IT RESOLVED by the city council of the City of Oak Park that BM Ventures 2, LLC be and hereby is granted an Obsolete Property Rehabilitation Act exemption for the Property located in Oak Park Obsolete Property Rehabilitation District No. 4., at 21800 Greenfield Rd., Oak Park, MI, for a period of 12 years, beginning December 31, 2025, and ending December 30, 2037, pursuant to the provisions of PA 146 of 2000, as amended.

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

The Economic Development Department recommends to City Council to approve the Obsolete Property Rehabilitation Application (OPRA) for BM Ventures 2, LLC at 21800 Greenfield Road, Parcel ID 52-25-31-155-003. At the November 17, 2025 City Council Meeting, the Obsolete Property Rehabilitation District was approved for this site.

The next step is the approval of the application, from BM Ventures 2, LLC, for a period of twelve (12) years. City Council has established a policy regarding the approval of the these applications. Based upon this policy for OPRA tax exemptions and the investment from BM Ventures 2, LLC of Michigan, this project qualifies for the full twelve (12) year exemption certificate which would require a minimum investment of \$2,000,000.00. The guidelines state that the duration is determined by the following:

New real property investments may receive a six (6) year certificate for an initial investment of \$1,000,000.00.

An additional one (1) year may be granted for every \$500,000 of investment over the initial \$500,000.00 minimum investment.

An additional one (1) year may be granted for every twenty-five (25) employees hired as a result of the project.

Based upon the guidelines of that policy, BM Ventures 2, LLC qualifies for a period of twelve (12) years. The owner, BM Ventures 2, LLC, will invest over 12 million dollars in the new facility and create 73 full-time equivalent jobs with an average pay of \$36.97 / hour. A hiring preference will be given to qualified residents in Oak Park.

Without this tax incentive, the project will not be able to receive the funding needed. The administration is requesting City Council to approve the application for BM Ventures 2, LLC.

The total abatement would not exceed \$300,000.00 over 12 years. This tax incentive does not apply to the land. The current taxes are \$165,093.00 for real property taxes which will be paid annually over the lifetime of the application. This previous property did not pay taxes as it was owned by a non-profit entity.

9. BIDS

- A. Request to award the professional services contract for the Construction Manager on the Community Center Construction Project.
CM-12-387-2025

Motion by Whitehead, seconded by Crawford, CARRIED, to award the professional services contract to Barton Malow Builders to perform the following construction manager services for the Community Center Project:

Pre-bid staffing (\$71,795.00) and post-bid staffing (\$1,721,688.00)
Construction Manager's fee (1.8%)
General Liability Insurance fee (0.95%)
Builder's Risk Insurance fee (0.1073%)
PLM Bond fee (0.85%) and reimbursables (\$24,000.00)

Roll Call Vote:	Yes:	McClellan, Whitehead, Crawford
	No:	Edgar
	Absent:	Radner

Deputy City Manager DeCoster summarized the proposal from Barton Malow Builders (BMB) to perform Construction Manager services for the upcoming Community Center Construction Project. This project includes the demolition of select buildings, a new Recreation / Community Center, as well as sports fields / courts. The proposal includes Construction Management work for both pre-bid services and post-bid services. The pre-bid services include staffing (\$71,795.00). The post-bid services include staffing (\$1,721,688.00), Construction Manager's fee (1.8%), General Liability Insurance fee (0.95%), Builder's Risk Insurance fee (0.1073%), PLM Bond fee (0.85%) and reimbursables (\$24,000.00). These fees are based on a total estimated cost of construction of \$35,000,000.00. Final fees will be based off the awarded construction costs of the project. The Community Center Project is a result of the passing of the Recreation Millage in November 2023 and is a continuation of the work at the Event Hub.

The contract will require final approval by the City Attorney's office. Funding is available in the Community Center Construction Fund (407-18.446-970) for this expenditure.

- B. Request to Award Bid for Multi-Campus Building Asbestos Abatement and Universal Waste Disposal Project.
CM-12-386-2025

Motion by Edgar, seconded by Crawford, CARRIED, to award the bid for the Multi-Campus Building Asbestos Abatement and Universal Waste Disposal Project to BDS Environmental of Warren, MI, for \$221,077.00.

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

At the October 9, 2025 regular meeting of the Oak Park City Council, the request to bid the Multi-Campus Building Asbestos Abatement and Universal Waste Disposal Project was approved. The project was advertised and on November 12, 2025, eleven (11) contractors attended the mandatory on-site walkthrough. On November 21, 2025, three (3) bids were received. The low bidder, BDS Environmental of Warren, MI, submitted a bid of \$221,077.00 for the removal and disposal of all asbestos-containing material and universal waste at multiple city buildings. These buildings are scheduled for future demolition to make way for the Community Center. The city has worked with BDS Environmental on previous projects in the past and is comfortable with their work.

10. CITY MANAGER

A. Human Resources

1. Request to approve a Joinder to Health Services Agreement with Marathon Health, LLC.

CM-12-388-2025

Motion by Crawford, seconded by Edgar, CARRIED, to approve a Joinder to Health Services Agreement with Marathon Health, LLC.

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

Human Resources Director Allen indicated the change in providers will give the city more flexibility by allowing additional cities to join the collaboration. (Thereby lowering costs for everyone) It will also expand wellness center location access, hours of operation and services offered.

B. Municipal Services

1. Corridor Improvement Authority Annual Report

Authorities Manager Michelle Bishop presented the Corridor Improvement Authority Annual Report.

C. Communications and Public Information

1. Request to approve the selection and contract for EvoGov for new website design and hosting at an estimated first-year cost of \$18,890.

CM-12-389-2025

Motion by Whitehead, seconded by Crawford, CARRIED, to approve the selection and contract for EvoGov for the new website design and hosting at an estimated first-year cost of \$18,890.

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

Communications Director Toth indicated that the City of Oak Park initiated efforts to update its website by vetting industry providers and reviewing alignment with the city's goals for web redesign. Key city website priorities include: creating a user-friendly design, improving navigation with action-based menus, ensuring ADA compliance, and maintaining search rankings. After proposal review and vendor meetings, a recommended vendor option was reached. Staff recommends selecting the following contract with EvoGov for the new website design at an estimated first-year cost of \$18,890. This provider balances cost, functionality, and customer support while introducing a fresh new look and improved functionality. There will be an approximate 4–6-month rollout.

11. CALL TO THE AUDIENCE

Ken Sherman, 23840 Jerome, congratulated the 41st. Council on their election. He commended Steve Gold on his donation to the Public Safety Department and reminded his fellow residents to clear the snow and ice from their sidewalks.

12. CALL TO THE COUNCIL

13. CLOSED SESSION

- A. Pursuant to Section 8 of the Open Meetings Act to convene a Closed Session to discuss attorney-client privileged communication and pending litigation.

CM-12-390-2025

Motion by Radner, seconded by Edgar, CARRIED, to convene a Closed Session to discuss attorney-client privileged communication about pending litigation involving the City.

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

The closed session convened at 8:20 p.m. and the regular meeting reconvened at 9:00 p.m.

Motion by Edgar, seconded by Crawford, CARRIED, to approve the minutes of the 12-1-25 Closed Session.

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

14. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 9:00 PM.

T. Edwin Norris, City Clerk



**CITY OF OAK PARK, MICHIGAN
ORGANIZATIONAL COUNCIL MEETING OF THE
41st OAK PARK CITY COUNCIL
December 1, 2025
6:30 P.M.**

MINUTES

CALL TO ORDER

In accordance with Section 7.1 of the Charter of the City of Oak Park, the Organizational Meeting of the City of Oak Park was called to order at 6:30 p.m. The meeting was postponed until the Oakland County election canvass was completed.

City Clerk Norris presided over the Oath of Office proceedings and read the Certificate of Determination from the Board of Canvassers of Oakland County regarding the November 4, 2025 City of Oak Park City General Election. The Certificate determined that Marian McClellan received enough votes to be elected to the office of Mayor, Stephanie Crawford received enough votes to be elected to the office of Council Member and Shaun Whitehead received enough votes to be elected to the office of Council Member.

OATH OF OFFICE - MAYOR MARIAN McCLELLAN

Ed Norris, City Clerk administered the Oath of Office to re-elected Mayor Marian McClellan who will serve a two-year term.

MAYOR PRO TEM JULIE EDGAR

In accordance with Charter Section 4.4(b), the candidate for a four-year council term receiving the greatest number of votes in the prior City Election is designated as Mayor Pro Tem for a term commencing with the first meeting of Council following the next regular City Election thereafter until the first meeting of Council following the next ensuing regular City Election. Based on that provision of the Charter, Julie Edgar was confirmed as Mayor Pro Tem and will serve a two-year term. City Clerk Ed Norris administered her Oath of Office.

OATH OF OFFICE - COUNCIL MEMBER SHAUN WHITEHEAD

Mr. Norris administered the Oath of Office to Council Member Shaun Whitehead who will serve a four-year term.

OATH OF OFFICE - COUNCIL MEMBER STEPHANIE CRAWFORD

Mr. Norris administered the Oath of Office to Council Member Stephanie Crawford who will serve a four-year term.

ROLL CALL OF THE 41st OAK PARK CITY COUNCIL

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

CITY MANAGER REMARKS

City Manager Tungate congratulated and welcomed the newly elected members of council. He indicated that the city administration is looking forward to working with the 41st Oak Park City Council.

CALL TO THE AUDIENCE: None

ADJOURNMENT:

The Organizational Meeting adjourned at 6:55 p.m.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

5.C

AGENDA FOR: December 15, 2025

SUBJECT: Approval of Payment Application No. 4 to Albaugh Masonry Stone & Tile Inc., of Waterford, MI for the Event Hub masonry work in the amount of \$63,000.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is Payment Application No. 4 for the Event Hub masonry work from Albaugh Masonry Stone & Tile Inc., of Waterford, MI. While our Construction Manager holds the majority of our Event Hub contracts, the city holds this contract. Frank Rewold & Sons (FRS) still manages their work. The Construction Manager and Architect have approved this payment and FRS will disburse the funds on behalf of the city. This is for a period ending November 30, 2025. Albaugh is currently 90% complete with their masonry work.

FINANCIAL STATEMENT:

Original Contract Amount:	\$600,800.00
Completed to date:	\$530,956.16
Less Retainage:	\$53,095.62
Net Earned:	\$477,860.54
Payments to Date:	\$414,860.54

Amount Due to Albaugh Masonry:	\$63,000.00
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RECOMMENDED ACTION: It is recommended that Payment Application No. 4 for the Event Hub masonry work from Albaugh Masonry Stone & Tile Inc. be approved in the total amount of \$63,000.00. Funding is available in the Event Hub Fund (405-18.447-970.204).

EXHIBITS:

1. Pay Application 4 - November 2025

TO OWNER:
City of Oak Park
10600 Capital Avenue
Oak Park MI

PROJECT: Oak Park Event Hub

FROM CONTRACTOR:
Albaugh Masonry Stone & Tile Inc.
2505 Dixie Hwy.
Waterford MI 48328

VIA ARCHITECT:
04-2000
Invoice # 11644-04OH
Invoice Amount \$ 70,000.00
Commit # 11644-26

CONTRACT FOR: Masonry

APPLICATION NO: 4

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR

PERIOD TO: 11/20/25

PROJECT NOS: 11644-26

CONTRACT DATE: 6/16/25

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

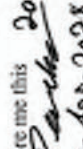
1. ORIGINAL CONTRACT SUM	\$600,800.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$600,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$530,956.16
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$53,095.62
b. 10 % of Stored Material (Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$53,095.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$477,860.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$414,860.54
8. CURRENT PAYMENT DUE	\$63,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$122,939.46

CONTRACTOR: Albaugh Masonry Stone and Tile Inc.

By:  Date: 11-20-25

State of: Michigan County of: Oakland

Subscribed and sworn to before me this day of November, 2025

Notary Public:  20

My Commission expires: 20-Apr-2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 63000

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

Signed by: Philip Hingis

By: 2342AGF739414BA... Date: 12/2/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5232

Signed by:

Dave DeLoester

12/4/2025

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

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APPLICATION NO:

11/20/25

APPLICATION DATE:

PERIOD TO: 11/20/25

ARCHITECT'S PROJECT NO: 11644-26

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Layout	3,500.00	\$3,500.00	\$0.00		\$3,500.00	\$0.00	\$350.00
2	Block	200,741.00	\$200,741.00	\$0.00		\$200,741.00	\$0.00	\$20,074.10
3	Burnished	171,063.00	\$61,728.50	\$60,000.00		\$121,728.50	\$49,334.50	\$12,172.85
4	Brick Cleaning	8,694.00	\$0.00	\$0.00		\$0.00	\$8,694.00	\$0.00
5	Burnished Material	150,365.00	\$150,365.00	\$0.00		\$150,365.00	\$0.00	\$15,036.50
6	Mock-Up	2,500.00	\$0.00	\$0.00		\$0.00	\$2,500.00	\$0.00
7	Dumpsters	2,500.00	\$2,500.00	\$0.00		\$2,500.00	\$0.00	\$250.00
8	Wall bracing	3,550.00	\$3,550.00	\$0.00		\$3,550.00	\$0.00	\$355.00
9	Mobilization	57,887.00	\$38,571.66	\$10,000.00		\$48,571.66	\$9,315.34	\$4,857.17
						\$0.00	\$0.00	
	GRAND TOTALS	\$600,800.00	\$460,956.16	\$70,000.00		\$530,956.16	\$69,843.84	\$53,095.62



CITY OF OAK PARK, MI STAFF REPORT

5.D

AGENDA FOR: December 15, 2025

SUBJECT: Approval of Pay Application No. 5 (Final) in the amount of \$13,703.46 to Taplin Group, LLC of Kalamazoo, MI for the 2024 Sewer & Catch Basin Cleaning & TV Inspection Project, M-774.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Attached is Pay Application No. 5 (Final) in the amount of \$13,703.46 for the 2024 Sewer & Catch Basin Cleaning & TV Inspection Project, M-774 by Taplin Group, LLC of Kalamazoo, MI. This project included cleaning and TV inspections of the sewers and catch basins in the areas shown on the attached map. The project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$321,240.05
Change Order No. 1:	\$1,364.35
Change Order No. 2:	\$7,300.00
Change Order No. 3:	(\$55,835.29)
Current Contract Amount:	\$274,069.11
Total Earnings to Date:	\$274,069.11
Less Retainage:	\$0
Net Earned:	\$274,069.11
Deductions:	\$0.00
Balance:	\$274,069.11
Payments to Date:	\$260,365.65
Amount Due to Taplin Group, LLC:	\$13,703.46

RECOMMENDED ACTION: It is recommended that Pay Application No. 5 (Final) for the 2024 Sewer & Catch Basin Cleaning & TV Inspection Project, M-774 by Taplin Group, LLC of Kalamazoo, MI be approved for the amount of \$13,703.46. Funding is available in the Water and Sewer Fund (592-18.550-930) for this expenditure.

EXHIBITS:

1. Pay Application No. 5 (Final)
2. Area Map

PAYMENT APPLICATION

PROJECT: 2024 SEWER & CATCH BASIN CLEANING & TV INSPECTION PROJECT

JOB NUMBER: M-774

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 5 (FINAL)

CONTRACTOR: TAPLIN GROUP, LLC
5140 W MICHIGAN AVE.
KALAMAZOO, MI 49006

PERIOD ENDING: 11/5/2025

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Medium 8" Sewer Cleaning & TV Inspection	200	LFT \$1.87	0	\$0.00	1,266	\$2,367.42
2	Medium 10" Sewer Cleaning & TV Inspection	4,700	LFT \$1.99	0	\$0.00	4,694	\$9,341.06
3	Medium 12" Sewer Cleaning & TV Inspection	31,200	LFT \$2.05	0	\$0.00	28,974	\$59,396.70
4	Medium 15" Sewer Cleaning & TV Inspection	12,100	LFT \$2.18	0	\$0.00	10,893	\$23,746.74
5	Medium 18" Sewer Cleaning & TV Inspection	15,000	LFT \$2.29	0	\$0.00	11,811	\$27,047.19
6	Medium 21" Sewer Cleaning & TV Inspection	10,100	LFT \$2.59	0	\$0.00	7,607	\$19,702.13
7	Medium 24" Sewer Cleaning & TV Inspection	5,600	LFT \$2.66	0	\$0.00	2,803	\$7,455.98
8	Medium 27" Sewer Cleaning & TV Inspection	4,700	LFT \$2.91	0	\$0.00	3,240	\$9,428.40
9	Medium 30" Sewer Cleaning & TV Inspection	1,700	LFT \$3.11	0	\$0.00	1,534	\$4,770.74
10	Medium 33" Sewer Cleaning & TV Inspection	300	LFT \$3.76	0	\$0.00	140	\$526.40
11	Medium 36" Sewer Cleaning & TV Inspection	2,700	LFT \$4.20	0	\$0.00	2,535	\$10,647.00
12	Medium 42" Sewer Cleaning & TV Inspection	1,000	LFT \$5.18	0	\$0.00	906	\$4,693.08
13	Medium 48" Sewer Cleaning & TV Inspection	1,000	LFT \$6.03	0	\$0.00	878	\$5,294.34
14	Medium 54" Sewer Cleaning & TV Inspection	500	LFT \$6.11	0	\$0.00	0	\$0.00
15	Catch Basin Lead Cleaning & TV Inspection	9,800	LFT \$6.48	0	\$0.00	7,888	\$51,114.24
16	Catch Basin Structure Cleaning	400	EA \$88.28	0	\$0.00	336	\$29,662.08
17	Sewer Lateral Protruding Lead Cutting	5	EA \$251.41	0	\$0.00	1	\$251.41
18	Cloverlawn Snake Removal	0	LSUM \$1,364.35	0	\$0.00	1	\$1,364.35
19	Additional Easement Cleaning	2,000	LFT \$3.65	0	\$0.00	1,989	\$7,259.85

Period Total Amount:

Amount to Date:

Earnings This Period:	\$0.00
Total Earnings to Date:	\$274,069.11
Less Retainage:	\$0.00
Net Earned:	\$274,069.11
Deductions:	\$0.00
Balance:	\$274,069.11
Payments to Date:	\$260,365.65

Original Contract Amount:	\$321,240.05
Change Order No. 1:	\$1,364.35
Change Order No. 2:	\$7,300.00
Change Order No. 3:	-\$55,835.29
New Contract Amount:	\$274,069.11

AMOUNT DUE TAPLIN GROUP, LLC: \$13,703.46

Accepted By:

David M. Balogh
David M. Balogh (Doc 4, 2025 15:10:37 EST)

Taplin Group, LLC

Date: 12/4/25

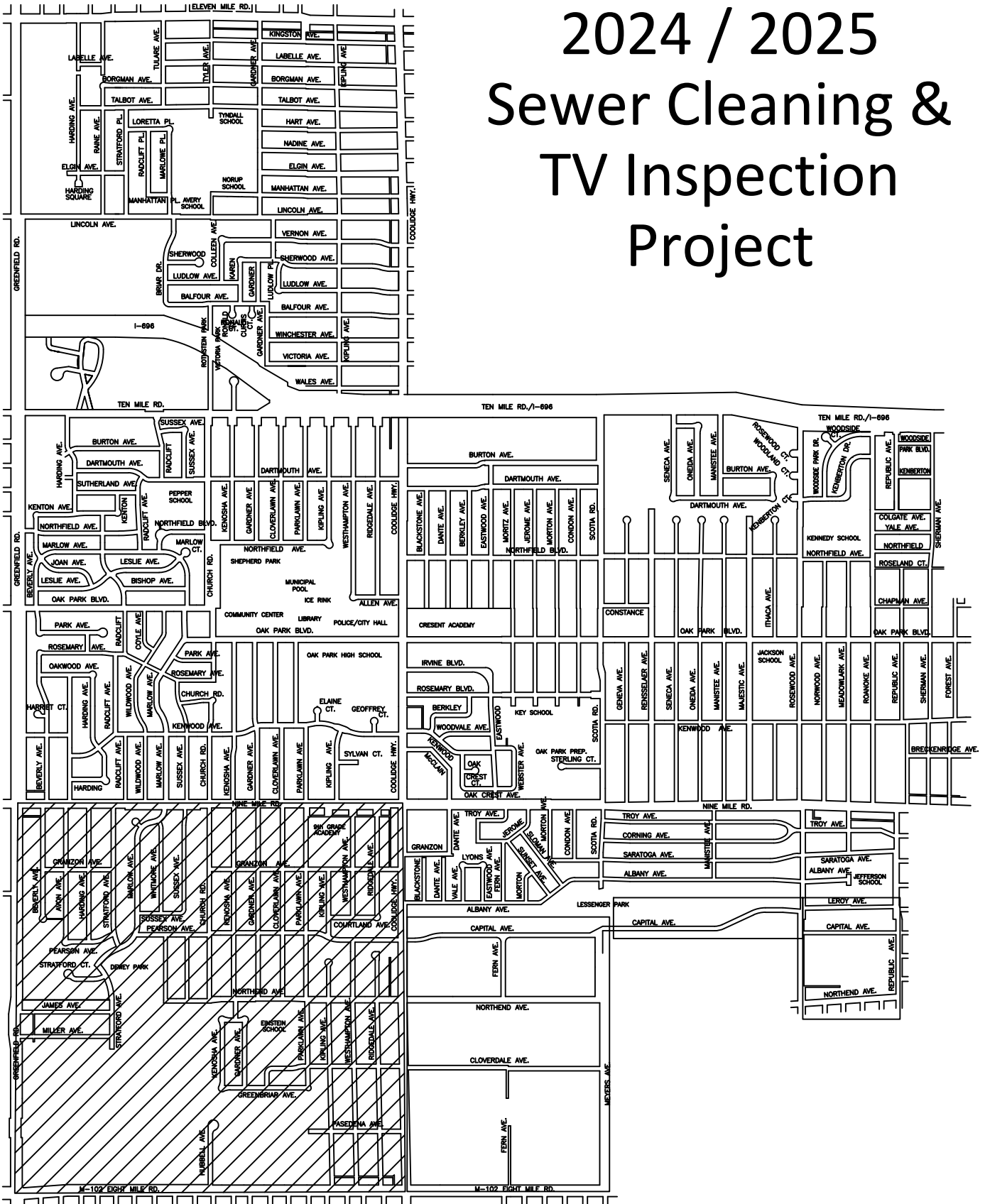
Approved By:

kimberly marrone
Kimberly Marrong Director of Municipal Services
City of Oak Park, Michigan

Date: 12/4/25

City of Oak Park

2024 / 2025 Sewer Cleaning & TV Inspection Project





CITY OF OAK PARK, MI STAFF REPORT

5.E

AGENDA FOR: December 15, 2025

SUBJECT: Payment of an MDOT Invoice for the 2025 Nine Mile Construction Project from Cloverlawn to Greenfield Road M-771 for the total amount of \$125,063.58.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Attached is a request for payment of an MDOT Invoice for the project as listed below. The city received a federal grant for 46.07% of the eligible costs associated with this project. We have also received an additional grant to cover these city costs. This entire project is almost 100% grant funded. This project is complete with only punch list items remaining.

FINANCIAL STATEMENT:

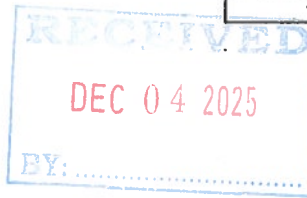
<u>Project</u>	<u>This Period</u>	<u>Prior Billings</u>	<u>To Date</u>	<u>Project Estimate</u>	<u>Account Number</u>
Nine Mile Road	\$125,063.58	\$254,344.14	\$379,407.72	\$1,321,793.59	202-18-479-970

RECOMMENDED ACTION: It is recommended that the enclosed invoice from MDOT for the 2025 Nine Mile Construction Project be approved for the total amount of \$125,063.58. Funding is available in the above listed account.

EXHIBITS:

1. MDOT_Invoice No. 3
2. Area Map

STATEMENT	Customer Name CITY OF OAK PARK	PAGE 1
Remit to: State of Michigan Attn: Finance Cashier P.O. Box 30648 Lansing MI 48909	Customer Account Number MDOT00264	Statement Closing Date 11-04-25
	AR Dept/BPRO 591:ACT51	Due Date 12-04-25
		Amount Enclosed



Bill to:
CITY OF OAK PARK
OAK PARK CITY TREASURER
13600 OAK PARK BLVD.
OAK PARK MI 48237

Payment Method: Check ☐ Money Order ☐

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

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

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

Transportation



ORIGINAL

Customer Account Number MDOT00264	Statement Closing Date 11-04-25
Customer Name CITY OF OAK PARK	IF YOU HAVE ANY QUESTIONS, PLEASE CALL

Current Period Charges

Description	Date	Transaction ID	Charges
-	10-31-25	CARE1591REIM26000229	\$125,063.58

Important Customer Information

CONTACT :	591
-----------	-----

MDOT

Michigan Department of Transportation

Statement Date: 11/06/2025

MDOT00264 - CITY OF OAK PARK

Program: 215126CON

Federal Project: 25A0218

Description: W 9 Mile Rd

Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description		
A00285	46.07	2024-5593 CITY OF OAK PARK		
			Current Budget	Cash Expenditures
Federal			606,923.23	324,073.20
Local			710,470.36	379,363.32
				Collected
				0.00
				Balance Due
				125,063.58

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description		
A00285	46.07	2024-5593 CITY OF OAK PARK		
			Current Budget	Cash Expenditures
Federal			92.14	37.92
Local			107.86	44.40
				Collected
				0.00
				Balance Due
				0.00

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00264	CITY OF OAK PARK	

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

Statement Date: 11/06/2025

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

Remittance information:

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

Program	Balance Due
215126CON -	125,063.58

City of Oak Park

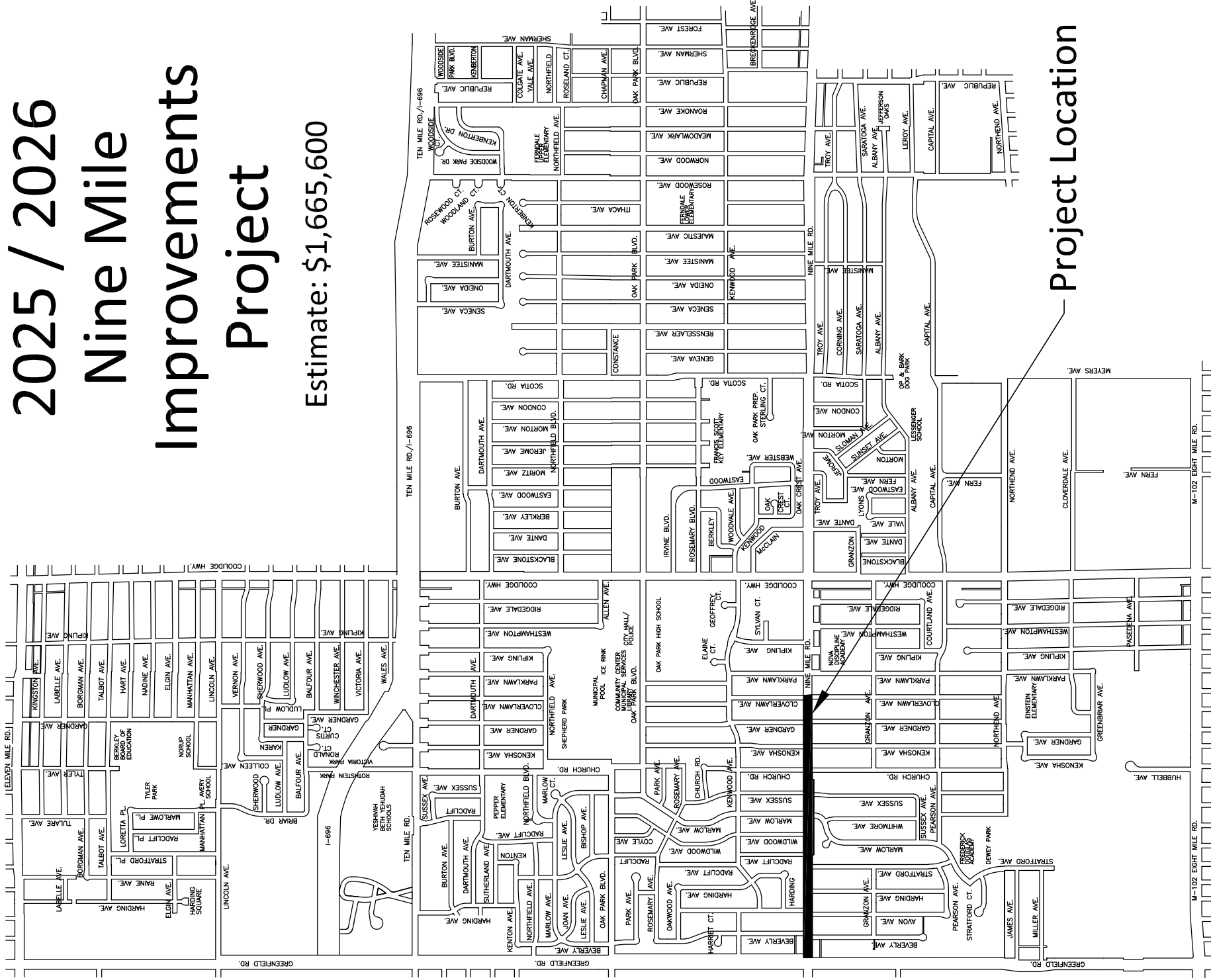
2025 / 2026

Nine Mile

Improvements

Project

Estimate: \$1,665,600



Project Location



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: December 15, 2025

SUBJECT: Payment to OHM Advisors for Construction Engineering (CE) Services on the 2025 Nine Mile Construction Project, from Greenfield to Cloverlawn, in the amount of \$52,514.90.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

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>
Nine Mile Rd., Greenfield to Cloverlawn	\$52,514.90	\$59,838.75	\$112,353.65	\$198,000.00	202-18-479-801

RECOMMENDED ACTION: It is recommended that the invoice from OHM Advisors for the 2025 Nine Mile Construction Project be approved for the total amount of \$52,514.90. Funding is available in the above listed accounts.

EXHIBITS:

1. Nine Mile Road - CE Invoice

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: 10/09/2025

Invoice #: 94242

Project: 0037240013

Project Name: CE - Nine Mile Road - Green. to Clover.**For Professional Services Rendered Through: September 27, 2025****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	\$59,838.75	\$138,161.25	\$52,514.90

Invoice Total**\$52,514.90**

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: 10/09/2025

Invoice #: 94242

Project: 0037240013

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

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Graduate Engineer II	46.00	150.00	\$6,900.00
Professional Engineer IV	22.00	205.00	\$4,510.00
Professional Engineer/Architect II	73.00	172.00	\$12,556.00
Sr. Associate	15.50	225.00	\$3,487.50
Technician II	42.00	123.00	\$5,166.00
Technician III	84.75	140.00	\$11,865.00
Technician IV	20.00	156.00	\$3,120.00
Professional Services Subtotal	303.25		\$47,604.50

Outside Consultants

	<i>Qty</i>	<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
G2 Consulting Group LLC 252554	1.00	4,464.00	1.10	\$4,910.40
Outside Consultants Subtotal	1.00			\$4,910.40

Total Backup: 303.25 \$52,514.90



CITY OF OAK PARK, MI STAFF REPORT

5.G

AGENDA FOR: December 15, 2025

SUBJECT: Resolution naming David DeCoster, Deputy City Manager / Director of Public Works, as the City of Oak Park Streets Administrator.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is a State of Michigan Resolution designating David DeCoster as the City of Oak Park Streets Administrator.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the attached resolution naming David DeCoster as the City of Oak Park Streets Administrator.

EXHIBITS:

1. Streets Administrator_Resolution

Michigan Department
of Transportation
2012 (08/19)

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

Clear Form

This information is required by Act 51, P.A. 1951 as amended. Failure to supply this information will result in funds being withheld.

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: (517) 335-1828

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____ David DeCoster

_____ as the single Street Administrator for the City or Village of
_____ Oak Park _____ in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the _____ 15th _____ day of
December 2025

CITY OR VILLAGE CLERK (SIGNATURE)	E-MAIL ADDRESS enorris@oakparkmi.gov	DATE 12/16/25
STREET ADMINISTRATOR (SIGNATURE)	E-MAIL ADDRESS ddecoster@oakparkmi.gov	DATE 12/16/25
ADDRESS OF CITY OR VILLAGE OFFICE 14000 Oak Park Blvd.		P.O.BOX
CITY OR VILLAGE Oak Park	ZIP CODE 48237	PHONE NUMBER (248) 691-7497

The Traffic Safety Board Meeting 11/19/2025

In attendance: Aaron Tobin (Chair), Julie Edgar (City Council Member), Kemi Jackson (Secretary), Shar (Sharrista) Brown, Dan Fairless (Deputy Director of Municipal Services), Christopher Venable.

Absent: Officer Jason Ginopolis

Call to Order: 6:04 PM

Agenda was approved by unanimous consent.

Minutes from 08/20/2025 were approved.

New business - Resident requests:

- a. Coolidge near 11 Mile right turn lane: It was determined that we cannot make any requests on this because it's under Huntington Wood jurisdiction.
- b. Dartmouth from Church to Coolidge parking concern: Recommend signage from Ridgedale to Coolidge that says No Parking 7AM-7PM to City Council.
- c. Dartmouth & Ridgedale ignoring stop sign: Traffic Safety members will observe stop sign speed behavior for recommendations.
- d. 9 Mile & Rosewood left turn green arrow request: Recommend eastbound 9 Mile light to stay red longer allowing westbound traffic more left turn time.
- e. Kenwood between Rosewood & Ithaca parking issue during school dropoff: Concluded to ask Public Safety for a recommendation to solve the parking congestion.
- f. Northend between Parklawn & Cloverlawn Speeding: Request patrol.
- g. Northfield between Church & Parklawn Speeding: Recommend rumble strips.
- h. 9 Mile & Rosewood No Turn On Red Sign ignored: Request the City observation.
- i. Manhattan Speeding during school drop off and pick up: Request more patrol from Public Safety.
- j. Sherman & Kenwood intersection Residents request 4 way stop: Request Traffic Safety members to drive by and observe for next meeting discussion of findings.

Old Business:

- a. Stop sign installation at Oak Park Blvd & Southbound Church: Follow up will be made with Public Safety on this request.
- b. Pilot Study for speed bumps and rumble strips: Approved MOTION to Recommend rumble strips at Northfield and Scotia, low, removable speed hump on Kipling and Dartmouth.
- c. Join our official Facebook page "Oak Park MI Traffic Safety Board" (Unofficial) open to residents and business owners in Oak Park.

Matters Arising:

Think of other traffic calming methods. Chevron used in Europe can trick the mind into thinking you are accelerating. Let's consider this method

Orange work cones could possibly slow traffic.

Motion to adjourned meeting was approved at 6:48 PM.



CITY OF OAK PARK, MI STAFF REPORT

5.1

AGENDA FOR: December 15, 2025

SUBJECT: Payment to Stantec for Professional Design Services for Tyler Park in the amount of \$30,555.00.

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: Administration is requesting council approval for a payment of \$30,555 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. Work is scheduled to commence in Spring 2026.

FINANCIAL STATEMENT: The total contract for design services is \$42,150, with \$30,555 being requested for this period.

RECOMMENDED ACTION: It is recommended that council approve the Design Services Invoice from Stantec in the total amount of \$30,555.00. Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

EXHIBITS:

1. Stantec Payment #1

Invoice Number	2476187
Invoice Date	October 31, 2025
Purchase Order	214100730
Customer Number	1393099
Project Number	214100730

Bill To	EFT/ACH Remit To (Preferred)	Alternative Remit To
City of Oak Park, MI	Stantec Architecture Inc.	Stantec Architecture Inc.
Erik Tungate	Bank of America	13980 Collections Center Drive
14000 Oak Park Boulevard	ABA No. : 111000012	Chicago IL 60693
Oak Park MI 48237	Account No: 4427136663	United States
United States	Email Remittance: eft@stantec.com	

Project	Oak Park - Tyler Park Ballfields			
Project Manager	Calhoun, Patrick M	Contract Upset	42,150.00	
Current Invoice Total (USD)	30,555.00	Contract Billed to Date	30,555.00	
		For Period Ending	October 21, 2025	

Email invoice to: aowczarzak@oakparkmi.gov

Top Task	100	Oak Park Tyler STN			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	9,990.00 x	50.00 % Complete	4,995.00	0.00	4,995.00
Top Task Subtotal	Oak Park Tyler STN				4,995.00

Top Task	200	Oak Park Tyler SDA			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	27,500.00 x	80.00 % Complete	22,000.00	0.00	22,000.00
Top Task Subtotal	Oak Park Tyler SDA				22,000.00

Top Task	300	Oak Park Tyler Foresite			
			Total Invoiced	Previously Invoiced	Current Invoice
Progress Charge	4,660.00 x	76.40 % Complete	3,560.00	0.00	3,560.00
Top Task Subtotal	Oak Park Tyler Foresite				3,560.00

Total Fees & Disbursements	30,555.00
INVOICE TOTAL (USD)	30,555.00

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



OAK PARK PUBLIC SAFETY



NOVEMBER 2025 ACTIVITY SUMMARY

Records Bureau:

OPERATIONS:

Calls for Service

-2024 Total: **15140**

-2024: **1196**

-2024 YTD: **13954**

-2025: **1187**

-2025 YTD: **13917**

-Arrests: **95**

-Vacation/Property
Checks: **1**

-Non-Criminal
Fingerprints: **10**

-PBT's: **0**

-Vehicles Impounded: **28**

-Traffic Stops: **949**

-Medicals: **262**

INVESTIGATIONS:

Cases Assigned: 61

Warrants Obtained: **7**

See attached report
"RMS-008"

for NOVEMBER crime
summary

Animal Licenses: 26

Alarm Permits: 2

Handgun
Registrations: 27

FOIA / RFI / Discovery
Requests: 185

Calls Received at
Dispatch: 2991

REPORTED FIRES: 6 (3 structural,
0 vehicle, 3 other)

NON-FIRE INCIDENTS:
(61 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 25



COMMUNITY POLICING

- Chaldean Chamber Lunch.
- Solved several neighborhood issues
- Attended City Council Meetings.
- Attended Youth Assistance Meeting.
- Several station tours.
- Donated two bikes to local family.
- Forgotten Harvest Food Giveaway.
- Placed decoy car in several locations

CITATIONS ISSUED: 569

(YTD: 6486)

November 2025: 384

2024 YTD: 4566

HAZARDOUS

194

34%

NON - HAZARDOUS

254

34%

PARKING

41

7%

ORDINANCE VIOLATION

80

4%

0%

NOTES: Training:

Ofc, Haugh, Dewey-Sparks radar training. Ofc J Dean, Arbenowske SRO School. Sgt Fullerton & Det. Turner REID School. Ofc J Dean & Cox Active Shooter seminar. Dept taser training. Sgt Macfarlane ICS 400. Ofc Cox plans examiner training. Dep Director Ginopolis & Lt Batora legal seminar. Lt Deskiewicz, Detective Beasley, Ofc K Dean, Ofc Murphy, Ofc Barclay Dispatcher Spiez peer to peer training. Dispatchers Gerbs, Gerald, Reynolds, Schneeberger, Gardner rapid sos training. Detectives Beasley, Laskaska, Page, and child assault investigation school.

MERCHANT'S LICENSES - DECEMBER 15, 2025

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
SPECTOR EQUIPMENT INC	21300 COOLIDGE HWY	\$ 150.00	WAREHOUSE
THE INSTITUTION OF DANCE ARTS	8660 W NINE MILE RD	\$ 150.00	DANCE STUDIO

RENEWALS FOR 2026	ADDRESS	FEES	BUSINESS TYPE
HUNTINGTON CLEANERS	8775 CAPITAL AVE	\$ 150.00	DRY CLEANERS
TIGER COLLISION INC	10010 CAPITAL AVE	\$ 150.00	COLLISION SHOP
SUPERIOR ELECTRIC CO	10280 CAPITAL AVE	\$ 150.00	CONTRACTOR
FORWARD ENGINEERING NORTH AMERICA, LLC	10325 CAPITAL AVE	\$ 150.00	WAREHOUSE
SOCKS GALORE WHOLESALE	10355 CAPITAL AVE	\$ 150.00	RETAIL
STONE FOR YOU	10700 CAPITAL AVE	\$ 150.00	WAREHOUSE
DESIGN METAL INC	10841 CAPITAL AVE	\$ 150.00	WAREHOUSE
HUNTINGTON CLEANERS	10851 CAPITAL AVE	\$ 150.00	RETAIL
PLUMBING TECHS PIPECON	12700 CAPITAL AVE	\$ 150.00	CONTRACTOR
MIDLAND EQUIPMENT CO. OF MICHIGAN	12771 CAPITAL AVE	\$ 150.00	WAREHOUSE
HUNTINGTON CLEANERS	13103 CAPITAL AVE	\$ 150.00	DRY CLEANERS
HUNTINGTON CLEANERS	13105 CAPITAL AVE	\$ 150.00	WAREHOUSE
VALLEY CITY LINEN	13165 CLOVERDALE AVE	\$ 150.00	WAREHOUSE
WALKER PRINTERY, INC	13351 CLOVERDALE AVE	\$ 150.00	PRINTING COMPANY
REMARKABLE REHAB SERVICES PLC	21675 COOLIDGE HWY # 1B	\$ 150.00	REHAB
KFC TAKE HOME OF OAK PARK, INC	22001 COOLIDGE HWY	\$ 150.00	RESTAURANT
VALUE WORLD INC	22130 COOLIDGE HWY	\$ 150.00	RETAIL
DANNY'S FINE WINE	23063 COOLIDGE HWY	\$ 150.00	RETAIL
O'REILLY'S AUTO PARTS #3345	23125 COOLIDGE HWY	\$ 150.00	RETAIL
HUNGRY HOWIES PIZZA & SUBS	24691 COOLIDGE HWY	\$ 150.00	RESTAURANT
SASSY NAILS	24750 COOLIDGE HWY	\$ 150.00	NAIL SALON
THE BLIND FACTORY	25603 COOLIDGE HWY	\$ 150.00	RETAIL
DEBORAH HECHT, LLC	25907 COOLIDGE HWY	\$ 150.00	RETAIL
GET FRAMED DETROIT, LLC	26045 COOLIDGE HWY	\$ 150.00	RETAIL
LOUD BOYZ RECORDS LLC	14350 W EIGHT MILE RD 140	\$ 150.00	RECORDING STUDIO
MATTRESS WHOLESALE	14510 W EIGHT MILE RD	\$ 150.00	RETAIL
ARKK ENGINEERING	14253 W ELEVEN MILE RD	\$ 150.00	OFFICE
FOUR SEASONS GARDEN CENTER	14471 W ELEVEN MILE RD	\$ 150.00	RETAIL
MARBLECAST OF MICHIGAN, INC	14831 W ELEVEN MILE RD	\$ 150.00	RETAIL
ROYAL CREST, INC	14851 W ELEVEN MILE RD	\$ 150.00	RETAIL
TACO BELL #16415	21350 GREENFIELD RD	\$ 150.00	RESTAURANT
PRINCE JEWELERS	21700 GREENFIELD RD # 447	\$ 150.00	JEWELRY
HUTCH'S JEWELRY INC	23400 GREENFIELD RD	\$ 150.00	JEWELRY
STARBUCKS COFFEE #11879	24840 GREENFIELD RD	\$ 150.00	RESTAURANT
PEKING CHINA	25226 GREENFIELD RD	\$ 150.00	RESTAURANT
ALLIANCE A/C & HEATING	20800 HUBBELL AVE	\$ 150.00	CONTRACTOR
ROYAL CONTAINER	21100 HUBBELL AVE	\$ 150.00	STORAGE
MARINA'S ALTERATIONS	15075 LINCOLN AVE # 117	\$ 150.00	RETAIL
REALTEAM REAL ESTATE	8250 W NINE MILE RD	\$ 150.00	OFFICE
SCHEER'S ACE HARDWARE	8601 W NINE MILE RD	\$ 150.00	RETAIL
ONYX MARKET	10850 W NINE MILE RD	\$ 150.00	RETAIL
E Z PETROLEUM 4 INC	13551 W NINE MILE RD	\$ 150.00	GAS STATION
LIGHTHOUSE LIQUOR	13651 W NINE MILE RD	\$ 150.00	LIQUOR STORE
ALASKA FISH & CHICKEN	13701 W NINE MILE RD	\$ 150.00	RESTAURANT
DOWNRIVER INTERNISTS PC	13801 W NINE MILE RD	\$ 150.00	MEDICAL
ATTISHA LLC - FOOD MART	15450 W NINE MILE RD	\$ 150.00	RETAIL
ANNABEL'S INC	14450 W TEN MILE RD	\$ 150.00	CATERING

Massage Facility License - DECEMBER 15, 2025

(Subject to All Departmental Approvals)

MESSAGE FACILITY	ADDRESS	FEES	BUSINESS TYPE
Every Body Kneaded Massage	25900 GREENFIELD RD # 370	\$125.00	Massage
Healing Path Massage	25900 GREENFIELD RD # 414	\$125.00	Massage



CITY OF OAK PARK, MI STAFF REPORT

7.A

AGENDA FOR: December 15, 2025

SUBJECT: Public Hearing to receive comments on the adoption of a Brownfield Plan for the Barton Malow Properties with Parcel ID's: 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032 and 52-25-32-351-038 totaling approximately 9.75 acres in the City of Oak Park.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Barton Malow Brownfield Redevelopment Project calls for the redevelopment of the sites commonly known as 12990, 12992, 13000 W. Eight Mile Rd. and parcel 52-25-32-351-032. The site comprises four (4) parcels of land identified as parcel ID's: 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032 and 52-25-32-351-038 totaling approximately 9.75 acres in the City of Oak Park. The parcels currently have three buildings which will be demolished on the site to prepare for a new \$28 million Barton Malow Field Services building that will encompass a total of 55,943 square feet, consisting of 11,125 square feet of office space and 44,818 square feet of warehouse space. SMW conducted environmental investigations and concluded the parcels classify as a "facility" or "contiguous to a facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended).

A number of eligible activities and non-eligible activities were identified in the environmental investigation that must be addressed to demolish the existing buildings and remediate the site to prepare for the new development. The project will also create an additional 20-25 full time positions and retain 50 full time positions.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Open public hearing and receive comments for the proposed brownfield plan.

EXHIBITS:

1. Barton Malow public notice final



CITY OF OAK PARK

DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

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

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF A BROWNFIELD PLAN FOR THE CITY OF OAK PARK PURSUANT TO AND IN ACCORDANCE WITH THE ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN 1996, AS AMENDED

Notice is hereby given that a public hearing shall be held before the City Council of the City of Oak Park at 7:00 p.m. on Monday, December 15, 2025 or thereafter, held in City Council Chambers, 14000 Oak Park Blvd., Oak Park, MI, on the adoption of a Brownfield Plan for four (4) contiguous parcels on Eight Mile Road in the City of Oak Park, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Acts of the State of Michigan of 1996, as amended. The description of the proposed brownfield property is:

The brownfield property ("subject property") consists of four (4) legal parcels (parcel ID(s): 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032, and 52-25-32-351-038), totals approximately 9.75 acres and is bounded by W. Eight Mile to the south, Fern Street on the East, industrial improved property to the north, and general business to the west. The subject property is underutilized. Parcel 52-25-32-351-032 is vacant. Parcel 52-25-32-351-038, commonly known as 13000 W. Eight Mile, contains a commercial building constructed in 1951. Parcel 52-25-32-351-030, commonly known as 12990 W. Eight Mile, contains a commercial building constructed in 1954. Parcel 52-25-351-031, commonly known as 12992 W. Eight Mile Road, contains a commercial warehouse built in 1987. The proposed Brownfield Plan would allow the City of Oak Park Brownfield Authority to reimburse the Developer for eligible costs incurred to prepare the brownfield property for redevelopment in accordance with PA 381, as amended.

A description of the subject property along with the maps, and a copy of the Brownfield Plan are available for public inspections at the Oak Park Economic Development and Planning office, 14300 Oak Park Blvd., Oak Park, Michigan. The public may appear at the Public Hearing in person or by counsel. Written comments should be addressed to: City Clerk, 14300 Oak Park Blvd., Oak Park, MI 48237, and must be received prior to the Public Hearing.

Please note all aspects of the Brownfield Plan are open for discussion at the public hearing.

Ed Norris, City Clerk
City of Oak Park



CITY OF OAK PARK, MI STAFF REPORT

7.B

AGENDA FOR: December 15, 2025

SUBJECT: Approval of the Barton Malow Brownfield Plan and Reimbursement Agreement Resolution

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Barton Malow Brownfield Redevelopment Project calls for the redevelopment of the sites commonly known as 12990, 12992, 13000 W. Eight Mile Rd. and Parcel ID 52-25-32-351-032. The site comprises four (4) parcels of land identified as Parcel ID's: 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032 and 52-25-32-351-038 totaling approximately 9.75 acres in the City of Oak Park. The parcels currently have three buildings which will be demolished on the site to prepare for a new \$28 million Barton Malow Field Services Building that will encompass a total of 55,943 square feet, consisting of 11,125 square feet of office space and 44,818 square feet of warehouse space. SME conducted environmental investigations and classified the parcels as a "facility" or "contiguous to a facility", as defined in Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended).

A number of eligible and non-eligible activities were identified in the environmental investigation that must be addressed to demolish the existing buildings and remediate the site to prepare for the new development. The project will also create an additional 20-25 full-time positions and retain 50 full-time positions.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: With the recommendation of the Brownfield Authority Board, it is recommended that City Council approve the Barton Malow Brownfield Plan and Reimbursement Agreement resolution as proposed.

EXHIBITS:

1. Barton Malow_City Council Memo

2. BRA Application 11.21.25 Executed
3. Barton Malow Brownfield Plan
4. Brownfield Plan_Resolution



CITY OF OAK PARK

DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

MEMORANDUM

TO: City Council
FROM: Kimberly Marrone, AICP, EDFP
Municipal Services Director

DATE: December 9, 2025
FILE: Barton Malow
Brownfield

Barton Malow Company, 26500 American Dr., Southfield, MI, has submitted a Brownfield Plan and Act 381 Work Plan for review and recommendation to City Council. The following is a summary of the project prepared by SME (Soil and Materials Engineers, Inc.)

Project Overview

- Location: 12990, 12992, and 13000 W. Eight Mile Road, Oak Park, MI (approx. 9.75 acres). Parcel ID's: 52-25-32-351-030, 52-25-32-351-031, 52-25-32-351-032, and 52-25-32-351-038.
- Developer: Barton Malow Company.
- Purpose: Redevelopment of an industrial corridor site into a new 51,000 sq. ft. office/warehouse facility.
- Investment: Estimated at \$28 million.

Eligibility

- Property qualifies as a Brownfield Facility under Michigan Act 381 due to contamination.
- Environmental investigations identified contaminants in soil and groundwater (e.g., VOCs, PAHs, metals such as arsenic and lead).

Key Activities

- Demolition: Removal of three existing industrial buildings.
- Site Preparation: Grading, utility relocation, stormwater detention pond.
- Environmental Work: Due care planning, soil disposal, monitoring wells, dust control.
- Brownfield Plan Preparation: Act 381 compliance and work plan implementation.

Financial Summary

Eligible Costs (Developer's Expenses):

- Environmental + Non-Environmental Activities: \$6,619,364
- Interest (5% simple): \$3,544,276
- Total Reimbursement Cap: \$10,163,641

Tax Increment Capture (Funding Source):

- Gross Projected Capture:
- State: \$5,800,499
- Local: \$10,326,919
- Net Available for Reimbursement (after statutory set-asides):
- State: \$5,075,437
- Local: \$9,294,227
- Total: \$14,369,664
- Plan Duration: Up to 30 years; projected reimbursement in 26 years.

Capture vs. Cost Explained

- Costs = What the developer spends on eligible activities (demolition, environmental cleanup, site prep).
- Capture = The incremental tax revenue generated by the increase in property value after redevelopment, which is collected and used to reimburse those costs.
- Think of it as: Costs are the bill; Capture is the payment stream from future tax growth.

Impact

- No residential displacement.
- Supports long-term economic growth and revitalization of Oak Park's industrial corridor.
- Includes contributions to Local Brownfield Revolving Fund for future projects.

Next Steps

- Approval of Brownfield Plan by City Council.
- Execution of Reimbursement Agreement between Developer and Authority.
- Developer pursuing additional \$1 million EGLE grant for activities outside this plan.



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

Project Application

Application Fee: An application fee of \$1,500.00 must be provided with this application to start the review process. This fee may be waived or modified at the discretion of the Oak Park Brownfield Redevelopment Authority (OPBRA).

Any fees required by other agencies are in addition to the fees cited herein and must be paid by the applicant.

Notes: For assistance in completing this application or to schedule a pre-application meeting (recommended but not required) to discuss your project first, please contact the OPBRA at 248.691.7404 or kmarrone@oakparkmi.gov. Before submitting a project application, please make sure all required items are included. Applications will not be reviewed until all items are completed.

This application has been developed for interested parties requesting potential brownfield funding on a redevelopment project within Oak Park. Project funding will be considered by the Oak Park Brownfield Redevelopment Authority (OPBRA) on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration are listed in this application. Based on a review of your completed application, we will contact you to discuss the next steps in the process or if we need additional information.

Please provide information in the areas listed below, if available. (Please attach additional pages if needed)

1. Date of Application: 11/21/2025

Business Information:

2. Name of Applicant: Barton Malow Company

3. Business Address: 26500 American Drive, Southfield, MI 48034

4. Business Telephone Number: 248-914-5465

5. Contact Person(s): Johannah Steinbrecher-Booker Title: Field Services Manager

6. Contact Person(s) Telephone Number: 248-914-5465

7. Contact Person(s) Email Address: Johannah.steinbrecher-booker@bmco.com

8. Entity Type: ☐ Proprietorship ☐ Partnership ☒ Corporation
☐ Other (specify): _____



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

-
9. Describe nature and history of business: Construction company with over 100 years' experience in the industry. Our Oak Park offices house the resteel fabrication, large and small equipment, consumables, and maintenance, as well as fleet vehicles.
10. List similar projects developed over the last five years (if any): Hudson's Building (Detroit, MI)
-
11. Key Project Contacts:
- Bank/Financing: N/A
- Attorney: Katie Long (Barton Malow)
- Accountant: Brandon Yezbick (Barton Malow)
- Others: SME – Environmental/Brownfield Consultant – Elizabeth Masserang/Troy Helmick
-

Proposed Project Site Information:

1. Address(es): 12990, 12992, and 13000 W. Eight Mile Road
2. Tax I.D.(s) (if known): 52-25-32-351-030, -031, -032, -038
3. Present Owner(s): Barton Malow Company
4. Date Present Owner(s) Acquired Property (if known): 2022-2024
5. Previous Owner(s): Impressive Tile, Sunbelt Rentals
6. Past Uses of the Property (if known): Tool manufacturing, commercial supply/distribution, rental equipment, recycling facility
7. Does applicant have land control:
☐ No
☒ Yes
If yes, please describe (owner, lessee, option or purchase agreement, etc.): Owner
-
8. Does the project comply with local zoning and other land use requirements? ☐ No ☒ Yes
If no, please describe processes being undertaken to address local government concerns:



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

9. Any currently known environmental issues? Yes, soil contamination to be handled appropriately during construction in a manner that complies with due care obligations.



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

10. Is applicant a liable party for environmental issues at site? ☒ No ☐ Yes
11. Is access to site permitted? ☒ No ☐ Yes
12. Project type: ☒ New ☐ Relocation ☐ Expansion ☐ Rehabilitation
13. Project Description: Provide a short project description below, and attach more detail and/or Business Plan, if available.
Constructing new warehouse building and improvements to Fern St., which include landscape improvements and contaminated soil remediation.
14. Project Size: Parcel size (acres): ~9 acres _____
Existing building area (square feet): ~15,000 _____
New building area (square feet): ~51,000 _____
15. Project timeline (Proposed or Actual):
Start date: 01/01/2026 Completion Date: 01/01/2028
16. Does the project address sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors (Please explain): A retention pond, berms, and trees will assist in stormwater runoff mitigation.
17. Additional materials (Please check those items that are available and attach to your application, if possible)
- ☐ Business Plan ☐ Financial Commitments
☐ Market Analysis ☒ Environmental Information/Reports
X Proof of ownership (deed and current title commitment). If applicant does not own the property, documentation should be attached to adequately demonstrate authorization to proceed with development planning, such as a purchase or development agreement or notarized letter.
X Copy of the proposed preliminary architectural and site plan which illustrates how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.



Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404

Tax Base Information:

18. In the space below, describe the Brownfield condition(s) impeding development of the project site and the basis for Brownfield designation

The property was developed for agricultural uses as early as the 1930s. By the 1940s, the western (13000 W Eight Mile Road) and northeastern (12990 W Eight Mile Road) were developed with industrial buildings. The southeastern (12992 W Eight Mile Road) portion was developed for industrial use in the 1990s. Industrial uses included tool manufacturers, hardware suppliers, a vehicle parts supplier, equipment rentals, various distributors, an assembly machine manufacturer, and a recycling facility.

Several environmental investigations were completed for the property by Atwell-Hicks, LLC (AH), GZA GeoEnvironmental, Inc (GZA), and SME. AH advanced 12 soil borings on the 13000 W Eight Mile Road parcel and converted six of the borings into temporary monitoring wells. AH did not identify any constituents above EGLE's Part 201 criteria. GZA advanced three soil borings and converted two into temporary monitoring wells on the 13000 W Eight Mile Road parcel and advanced three soil borings and converted three to temporary monitoring wells on the 12990 W Eight Mile Road. GZA identified metals in soil and groundwater at concentrations above EGLE's Part 201 criteria.

SME advanced 25 soil borings on the 13000 W Eight Mile Road parcel, six (6) soil borings on the 12992 W Eight Mile Road, three (3) soil borings on the 12990 W Eight Mile Road parcel, and two (2) soil borings on the Fern Street right-of-way parcel. Fourteen of the soil borings were converted to temporary monitoring wells. One soil gas well was installed on the 12990 W Eight Mile Road parcel. Soil, groundwater, and soil gas samples from the environmental investigations were submitted for analysis of one or more of the following volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and various metals. Trichloroethene, arsenic, barium, chromium, copper, lead, selenium, and silver were identified in the groundwater samples above Part 201 criteria and/or Volatilization to Indoor Air Pathway (VIAP) screening levels. Benzo(a)pyrene, fluoranthene, phenanthrene, arsenic, chromium, and selenium were identified in the soil samples above Part 201 criteria.

19. Attach all known environmental reports (Phase I, Phase II, Baseline Environmental Assessment, etc.) and current property appraisals to this Application.

Please see attached.

20. Has a Site Remediation or Due Care Plan been developed? (if so, please attach)



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

A due care plan will be developed as part of the proposed redevelopment.

21. Total Investment Anticipated: \$ Approximately \$25 million

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment and other as appropriate.

Project to be privately financed by Barton Malow.

22. Current Taxable Value: \$1,440,000

23. Estimated Taxable Value after Project Completion: \$ 8,034,739

24. Activities for which potential support is sought:

- ☐ Phase I ESA ☐ Phase II ESA ☐ BEA ☐ Due Care ☐ Clean-up Planning
☐ Brownfield Plan Development ☐ Clean-up (describe)

*Please refer to Table 1: Eligible
Activities in Brownfield Plan for
details.*



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

Employment Information:

25. Full Time Equivalent (FTE) Employees: *75 total as outlined below.*

FTE Jobs Retained: 50 FTE Jobs Created: 20-25

Estimated Assistance Requested

Local Sources

\$ Brownfield Incentive Program

\$ **10,163,641** Brownfield Tax Increment Financing - Brownfield Plan Amendment and Act 381 Work Plan(s)

\$ Local Brownfield Revolving Fund

State and Federal Sources

\$ **1,000,000** Michigan Department of Environment, Great Lakes and Energy Grants up to \$1,000,000

\$ Michigan Department of Environment Great Lakes and Energy Loans up to \$1,000,000

\$ Michigan Economic Development Corporation – Community Revitalization Program Loan and/or Grant – Available to downtown projects up to \$10 million (grant maximum is \$1 million).

\$ Michigan Economic Development Corporation – Business Development Program Loan and/or Grant

 United States Environmental Protection Agency Brownfield Assessment Grant

\$ **TOTAL BROWNFIELD ASSISTANCE REQUESTED**

Additional Information:

26. Does the applicant owe any delinquent taxes to any taxing authority. X No ☐ Yes

27. Has the applicant been involved in any litigation in the past five years. X No ☐ Yes

28. Has the applicant has ever filed bankruptcy. X No ☐ Yes



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party. Further, I certify that the proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements:

Signature 

Date 11/21/2025

Field Services Manager

Title

If you have questions regarding the application, please contact:

Kimberly Marrone, Economic Development Director

14300 Oak Park Blvd. Oak Park, Michigan 48237

Phone: (248) 691-7404

Email: kmarrone@oakparkmi.gov



Evaluation Criteria:

Evaluation: Brownfield project proposals must be determined to constitute a public purpose. The OPBRA will evaluate proposals based on the following factors:

1. The project meets statutory requirements (if applicable).
2. The proposed method of financing eligible activity costs is feasible.
3. The proposed activities are considered “eligible” for reimbursement under Act 381.
4. The costs of the proposed eligible activities are reasonable and necessary to carry out the project.
5. The amount of captured taxable value estimated to result from adoption of a brownfield plan amendment is reasonable (if applicable).
6. Additional review considerations are as follows:
 - a. Overall benefit to the public
 - b. Extent of reuse of buildings
 - c. Extent of blight reduction
 - d. Creation of jobs
 - e. Creation of jobs in an area of high unemployment
 - f. Alleviation of contamination/blight
 - g. Level of private sector contribution
 - h. Economic viability of the developer
 - i. Total acreage of brownfield eliminated
 - j. Strength of Business Plan, financial commitments, architectural plans and/or market analysis
 - k. Amount of property tax to be generated
 - l. Amount of investment
 - m. Business expansion, job retention, job creation
 - n. Extent to which project meets zoning requirements, consistency with Comprehensive Plan/Master Land Use Plan, supported by Local Unit of Government
 - o. For residential projects, the extent to which the project is consistent with community housing strategies, creates mixed use redevelopment, creates downtown housing opportunities
 - p. Extent to which environmental conditions are alleviated



**Contact: Kimberly Marrone,
Economic Development Director
14300 Oak Park Blvd.
Oak Park, Michigan 48237
Phone: (248) 691-7404**

- q. Liability status of the applicant, eligibility of the property and proposed activities
- r. Adoption of Sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors.
- s. Reduction of environmental and public health risks to the community



BROWNFIELD PLAN

12990, 12992, AND 13000 WEST EIGHT MILE ROAD
OAK PARK, MICHIGAN 48237

CITY OF OAK PARK BROWNFIELD REDEVELOPMENT AUTHORITY
14000 OAK PARK BOULEVARD
OAK PARK, MICHIGAN 48237

PREPARED WITH THE ASSISTANCE OF SME
644 SELDEN STREET, SUITE 200
DETROIT, MICHIGAN 48201

Brownfield Plan Date: November 21, 2025



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PROJECT SITE PLAN

APPENDIX B
LEGAL DESCRIPTIONS OF PROPERTY PARCELS DESCRIBED IN SECTION III(G) OF
THIS PLAN

I. INTRODUCTION

A. PLAN PURPOSE

The City of Oak Park Redevelopment Authority (the “Authority”), duly established by resolution of the City of Oak Park City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Oak Park. The purpose of this Brownfield Plan (the Plan), to be implemented by the Authority, is to satisfy the requirements of Act 381 for including the eligible property located at 12990, 12992, and 13000 West Eight Mile Road, Oak Park, Oakland County, Michigan (the “Property”), in this Plan. The Property consists of four parcels of land that are determined to be “facilities” or “adjacent and contiguous”. The Property is located within the boundaries of the City of Oak Park, the jurisdiction of the Authority.

This Plan allows the Authority to use tax increment revenue to reimburse the developer, Barton Malow Company (the “Developer”) or a related entity, for the costs of eligible non-environmental and Department Specific (environmental) activities required to prepare the Property for safe redevelopment and reuse (see Section III).

B. PROPERTY DESCRIPTION

The Property consists of four parcels occupying approximately 9.75 acres generally located on the northeast corner of Pasadena Street and Fern Street with addresses of 12990, 12992, and 13000 West Eight Mile Road in Oak Park, Michigan. The Property also includes a portion of a vacant right of way on Fern Street with no address (PID: 52-25-32-351-032). The Property has been developed and used for a variety of industrial and commercial uses including tool manufacturing, commercial supply and distribution, rental equipment, and a recycling facility.

The general location of the Property is shown on Figure 1. Figure 2 depicts the Parcel Map, which shows the eligible property boundary. A concept plan is provided in Appendix A. The Property legal descriptions are provided in Appendix B.

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Plan in accordance with MCL 125.2652(n) because the Property is in the City of Oak Park, a qualified local government unit, and the Property qualifies as a “Facility” or “Adjacent and Contiguous to a Facility” as defined in Part 201 of the Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended).

Several environmental investigations were completed for the Property by Atwell-Hicks, LLC, GZA GeoEnvironmental, Inc., and SME. Most recently, SME advanced 25 soil borings on the 13000 W Eight Mile Road parcel, six (6) soil borings on the 12992 W Eight Mile Road parcel, three (3) soil borings on the 12990 W Eight Mile Road parcel, and two (2) soil borings on the Fern Street right of way parcel. Fourteen soil borings were converted to temporary monitoring wells. One soil gas well was installed on the 12990 W Eight Mile parcel. Soil, groundwater, and soil gas samples from the environmental investigations were submitted for analysis of one or more of the following volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and various metals. Trichloroethene, arsenic, barium, chromium, copper, lead, selenium, and silver were identified in the groundwater samples above Part 201 criteria and/or the Volatilization to Indoor Pathway (VIAP) screening levels. Benzo(a)pyrene, fluoranthene, phenanthrene, arsenic, chromium, and selenium were identified in the soil samples above Part 201 criteria.

D. PROJECT DESCRIPTION

The Property is located in the City of Oak Park within its Industrial Corridor. The redevelopment of the Property will involve the demolition of the three existing industrial buildings and the construction of a new 51,000 square-foot building with parking and stormwater detention. The new building will be occupied by Barton Mallow, a business with a presence in Oak Park for over 60 years, to support their expanding growth.

The anticipated investment is \$25 million. The estimated eligible activities are estimated at \$6,619,364 and a request for 5 percent simple interest is requested under the Plan.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The Developer will be reimbursed for the costs of eligible non-environmental and environmental activities necessary to prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local and state tax revenues generated by the Property after redevelopment and captured by the Authority, subject to any limitations and conditions described in this Plan, and the terms of a Reimbursement Agreement between the developer and the Authority (the "Reimbursement Agreement"). No personal property taxes are projected to be captured by this Plan at this time, but if incremental personal property taxes are generated by this Plan in the future, they will be captured.

The estimated total cost of non-environmental and environmental activities eligible for reimbursement from tax increment revenues, inclusive of 15 percent contingency, is \$6,619,364.

The eligible activities are summarized on Table 1 attached to this Plan and consist of both environmental (pre-approved activities such as Phase I ESAs, BEAs, and plans and assessments for compliance with Section 2017a; due care response activities, and other environmental response activities) and non-environmental (demolition, site preparation, and the preparation of this Plan) activities.

Vapor mitigation is not currently proposed as an environmental action due to the location of chlorinated solvent contaminants in proximity to the proposed building location. Chlorinated solvent contaminants are documented in groundwater near the building at 12990 W Eight Mile Rd (former Impressive Tile building). Historical assessments report that groundwater flows to the southeast. The former Impressive Tile building is planned for future demolition, and the proposed warehouse/office building will be located more than 250 feet south of the documented chlorinated solvent contamination, which is outside of the lateral inclusion zone for chlorinated solvents.

The costs of non-environmental and environmental activities eligible for reimbursement are estimated and may increase or decrease depending on the nature and extent of unknown conditions encountered. The reimbursement of eligible activities shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment.

The estimated total cost of eligible activities to be reimbursed is \$6,619,364. The Brownfield Plan includes the request for simple interest at 5 percent on unreimbursed activities as projected in Table 3 in an amount not to exceed \$3,544,276. The total not to exceed amount (eligible activities + interest) is \$10,163,641. As long as this total cost limit is not exceeded, line-item categories and costs of eligible activities may be adjusted after the date this Plan, to the extent the adjustments do not violate the terms of Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The 2025 taxable value (TV) for real property of the single parcel comprised by the Property is reported by the City of Oak Park as \$1,592,246, which is the initial TV for this Plan. Projected TVs are included in Table 2. The estimated TV based on real property generated by the project upon completion is \$8,034,739 in year 2028 and in subsequent years is projected to increase by 3 percent annually. The actual TV will be determined by the actual construction completion schedule and the assessor. Incremental personal property will also be captured if available but is not included in the estimates in this Plan.

The Authority will capture 100 percent of the available incremental school and local tax revenues generated from real property and personal property (if available) to reimburse the developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2. The actual annual incremental taxable value and captured tax increment revenue will be determined by the assessor. The actual increased taxable value of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs are reimbursed or 30 years. At no time will the duration of capture exceed 30 years. If the Michigan Department of Environment Great Lakes and Energy (EGLE) elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

The Developer is ultimately responsible for financing the costs of eligible activities included in this Plan; however, the Developer may seek additional grant or loan support for eligible activities. Except through the potential support as described above, neither the Authority nor the City of Oak Park will advance any additional funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs plus 5 percent simple interest, cumulatively not to exceed developer reimbursement \$10,163,641 or 2) 30 years of capture for developer reimbursement. Reimbursement is planned to begin in tax year 2026. The eligible activities reimbursement cash flows are presented in Table 3. The current reimbursement cash flows project 26 years of capture.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Incremental local tax revenues generated by the Project will be captured by the Authority until all incurred eligible brownfield redevelopment costs and Authority administrative costs are reimbursed, to the extent described in this Plan. The tax revenues available for capture for the Authority will be local and state incremental taxes based on current millages, which may change as the rates fluctuate over time.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2. The eligible activities reimbursement cash flows are presented in Table 3.

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property consists of four parcels occupying approximately 9.75 acres generally located on the northeast corner of Pasadena Street and Fern Street with addresses of 12990, 12992, and 13000 West Eight Mile Road in Oak Park, Michigan.

The Property and parcel boundaries are shown in Figure 2. The Property and parcel legal descriptions are provided in Appendix B. Personal property is not currently included in the capture and reimbursement projections because it is unknown to what extent personal property taxes will be generated by the project; however, incremental personal property taxes generated by the project will be captured to reduce the reimbursement time.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a Plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established a Local Brownfield Remediation Revolving Fund (LBRF) in accordance with Act 381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Plan.

The Authority plans to capture five percent (5 percent) of local increment revenue annually during the term of the Plan to fund the LBRF. The LBRF funds will be used to support future redevelopment of brownfield sites within Oak Park.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

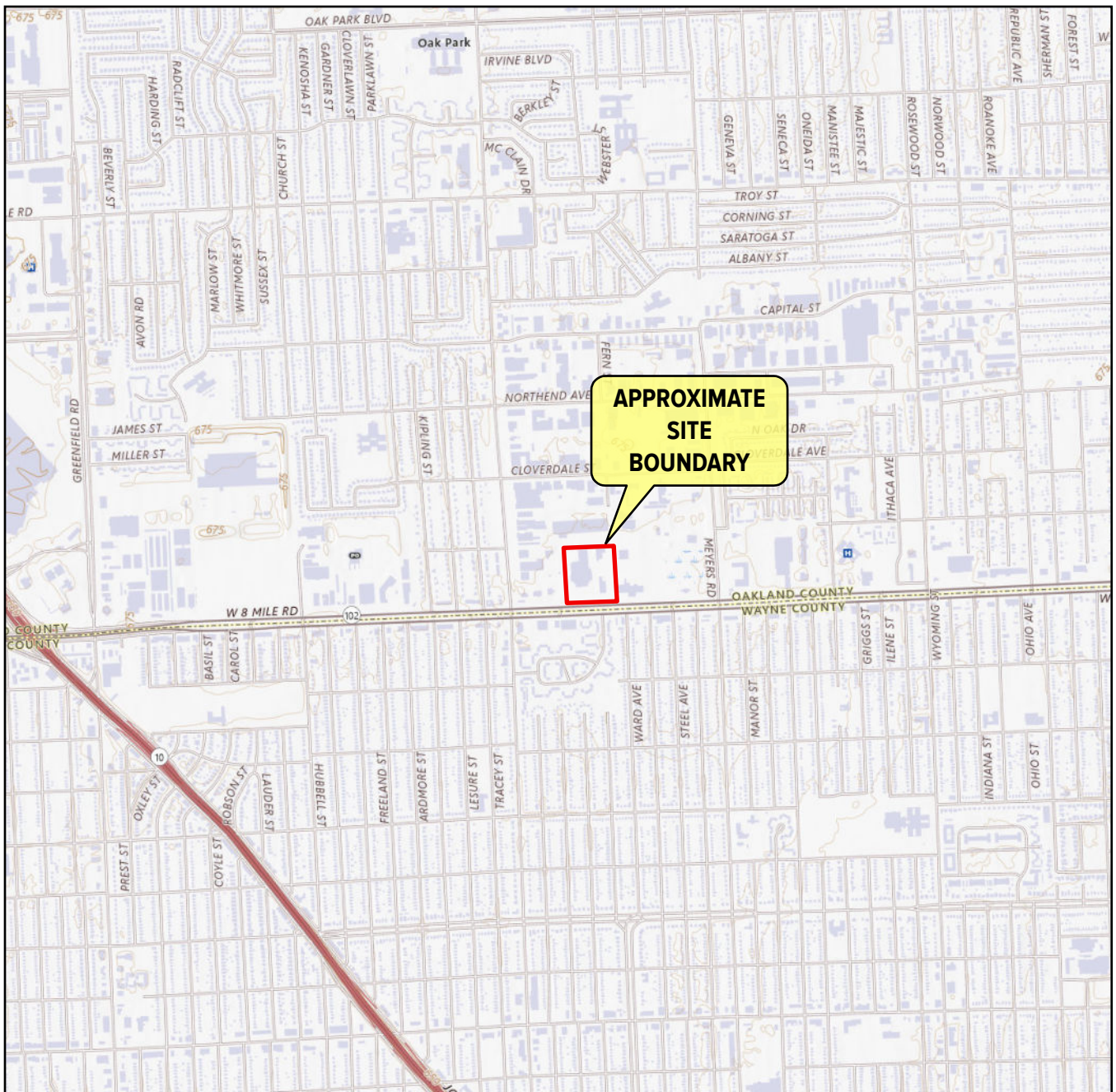
At this time, the Developer is also pursuing a \$1 million brownfield grant from EGLE for brownfield eligible activities not included in this Plan.

Additionally, the Plan assumes approval is sought for state tax capture as it relates to EGLE Environmental Eligible Activities. If the Michigan Department of Environment Great Lakes and Energy (EGLE) elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

FIGURES

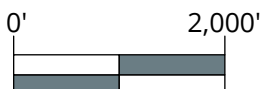
FIGURE 1: PROPERTY LOCATION MAP

FIGURE 2: ELIGIBLE PROPERTY BOUNDARY AND ELIGIBILITY MAP



BASE MAP OBTAINED BY ESRI®

USGS QUADRANGLE REFERENCED
ROYAL OAK (MI)



GRAPHIC SCALE: 1" = 2,000'

No.	REVISION DATE	Date:
		10-13-2025
		GIS Specialist:
		N. WRIGHT
		Designer:
		T. HELMICK
		Project:
		093860.01

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR A 8.5"x11" SHEET AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

Date Exported: 10/15/2025 9:10 AM

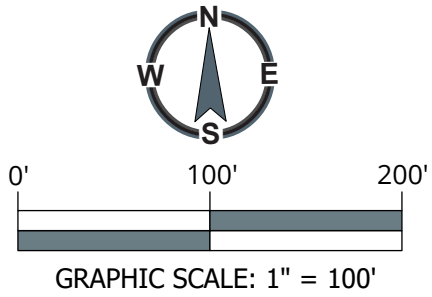
User: n.andersonwright

SITE LOCATION MAP PROJECT SASQUATCH WEST EIGHT MILE ROAD AND FERN STREET OAK PARK, MICHIGAN

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME



Figure No. 1



LEGEND

- APPROXIMATE PARCEL BOUNDARY
- - - APPROXIMATE DEVELOPMENT BOUNDARY



Project:
PROJECT SASQUATCH

Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

Sheet Name:
ELIGIBLE PROPERTY BOUNDARY MAP

No.	Revision Date

Date:	10-31-2025
GIS Specialist:	N. WRIGHT
Designer:	E. MASSERANG
Project No.:	093860.01.001
Figure No.:	2

DRAWING NOTE: SCALE IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME.

NOTES:
1. BASE MAP IMAGERY TAKEN FROM NEARMAPS.COM, IMAGE DATE 03-26-2023 AND SITE RECONNAISSANCE.

TABLES

TABLE 1: ELIGIBLE ACTIVITIES COST ESTIMATES

TABLE 2: TAX INCREMENT TAX CAPTURE ESTIMATE

TABLE 3: TAX REIMBURSEMENT SCHEDULE ESTIMATE

DEPARTMENT SPECIFIC ELIGIBLE (EGLE) ACTIVITIES						
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST
Work Plan Exempt Activities						
Environmental Due Diligence ¹	Phase I Environmental Site Assessments (ESA), Phase II ESAs, and BEAs	\$ 90,000	allow.	1	\$ 90,000	\$ 90,000
Work Plan Exempt Activities Subtotal:						\$ 90,000
Due Care Activities - Pre-Approved Planning						
Due Care Planning and Assessment	Plan for Due Care Compliance - Construction	\$ 4,000	ea.	1	\$ 4,000	\$ 69,500
	Plan for Due Care Compliance - Future Use	\$ 4,000	ea.	1	\$ 4,000	
	Vapor Intrusion Due Care Assessment - Post Construction (permanent groundwater monitoring wells, subslab vapor monitoring points)	\$ 60,000	ea.	1	\$ 60,000	
	Site Specific Health and Safety Plan	\$ 1,500	ea.	1	\$ 1,500	
Due Care Activities - Pre-Approved Planning Subtotal:						\$ 69,500
Due Care Activities - Design and Construction						
Site Control for Response Actions	Install perimeter fence for security and third-party protection; install warning signs	\$ 1	ls.	20,000	\$ 20,000	\$ 20,000
	Transport and dispose contaminated soil at a licensed type II landfill. (Material that cannot remain on site due to environmental or constructability issues)	\$ 26.00	ton	39,729	\$ 1,032,954	\$ 1,032,954
Management and Disposal of Contaminated Soil (generated from construction)		\$ -	ton	4,500	\$ -	
Management of Contaminated Dewatering Effluent	Rental of on-site frac storage tanks / Frac tank cleaning	\$ 500	day	0	\$ -	\$ -
Trackout, Runoff, and Dust Control	Dust Suppression	\$ 853.0	day	155	\$ 132,215	\$ 132,215
			CY	150	\$ -	
Prevent Exacerbation - Retention Pond	Overexcavate and Place 2' Clay Liner along the top 5' of pond to create natural liner	\$ 96,000	allow.	1	\$ -	\$ -
Project Field Monitoring and Management - Environmental	Perform daily on-site monitoring of due care activities during construction	\$ 1,700	day	8	\$ 13,600	\$ 23,600
	Project coordination and management	\$ 2,500	week	4	\$ 10,000	
	Financial tracking	\$ 10,000	ea.	0	\$ -	
Due Care Activities - Design and Construction Subtotal:						\$ 1,208,769
Brownfield Plan and Work Plan						
Preparation of Brownfield Plan ¹	Act 381 Brownfield Plan	\$ 30,000	ea.	1	\$ 30,000	\$ 30,000
Implementation of Act 381 Work Plan ¹	Implementation of Act 381 Work Plan	\$ 30,000	ea.	1	\$ 30,000	\$ 30,000
Brownfield Plan and Work Plan Subtotal:						\$ 60,000
Environmental Subtotal:						\$ 1,428,269
Contingency (15%)		\$ 1,278,269		15%	\$ 191,740	\$ 191,740
					Interest (5% Simple)	\$ 1,219,149
TOTAL ELIGIBLE DEPARTMENT SPECIFIC (EGLE) COSTS:						\$ 2,839,159

1: Exempt from 15% contingency calculation

MSF ELIGIBLE (NON-ENVIRONMENTAL) ACTIVITIES						
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST
Demolition Activities						
Building Demolition (interior, partial, or whole building)	Building demolition, including proper disposal (incl. asbestos abatement, transportation costs) of non-reuseable or non-recyclable building elements	\$ 1,017,000	allow.	1	\$ 1,017,000	\$ 1,017,000
Site Demolition	Removal of abandoned utilities, underground storage tanks (UST), parking lots, roads, curbs and gutters, rail spurs, sidewalks, bike paths, or other similar or related structures or improvements	\$ 827,000	allow.	1	\$ 827,000	\$ 827,000
Demolition Activities Subtotal:						\$ 1,844,000
Asbestos, Lead, and Mold Abatement						
Asbestos Abatement		\$ -	allow.	1	\$ -	Included above
Asbestos, Lead, and Mold Abatement Subtotal:						\$ -
Infrastructure Improvements						
Public Infrastructure Improvements	Improvements within the public ROW (bike paths, trails, boardwalks, bridges, marinas, park/seating areas, public rail lines)	\$ 5,000	ls.	1	\$ 5,000	\$ 5,000
Sidewalks	Install sidewalks in public ROW	\$ 50,000	allow.	1	\$ 50,000	\$ 50,000
Roadways (Approaches)	Construct approaches in public ROW	\$ 179,000	allow.	1	\$ 179,000	\$ 179,000
Infrastructure Improvements Subtotal:						\$ 234,000
Site Preparation Activities						
General Site Preparation		\$ -	ls.	1	\$ -	\$ 767,500
	Dust suppression during mass grading	\$ 135,000	ls.	1	\$ 135,000	
	Clearing, and grubbing		ls.	1	\$ -	
	Site grading and land balancing	\$ 632,500	allow.	1	\$ 632,500	
Geotechnical Engineering ²	Assessment of site conditions; engineering design, and monitoring	\$ 75,000	ls.	1	\$ 75,000	\$ 75,000
Cut and fill	Excavating material in one place and depositing it nearby, where site conditions warrant	\$ 15	cuyd	17,500	\$ 262,500	\$ 262,500
Dewatering	In conjunction with another eligible activity	\$ 18,530	allow.	1	\$ 18,530	\$ 18,530
Excavation of unstable material (e.g. urban or historic fill)	Removal as part of foundation work to address special soil concerns and include transportation and disposal	\$ 24	cuyd	2,340	\$ 54,990	\$ 54,990
Relocation of active utilities	Relocating overhead utilities, burying overhead utilities, excavating for utility removal, excavating and replacing a utility, related backfill, placement and compaction (public and private). Does not include capacity upgrades	\$ 75,000	allow.	1	\$ 75,000	\$ 75,000
Staking	For eligible activities	\$ 75,000	allow.	1	\$ 75,000	\$ 75,000
Temporary construction access and/or roads	Incl. cutting unsuitable soils, grading, sub-grade preparation, placement and compaction of fill	\$ 30,745	allow.	1	\$ 30,745	\$ 30,745
Temporary erosion control	Incl. silt fence, manhole treatment devices, silt traps, mulching and temporary planting, construction diversion, and grade stabilization	\$ 110,000	allow.	1	\$ 110,000	\$ 110,000
Temporary site control	Fencing, posts, gates, locking devices, guard rails, signage, lighting	\$ 55,000	allow.	1	\$ 55,000	\$ 55,000
Temporary traffic control	Road closure, signage, barricades, lights, guards, flaggers	\$ 45,000	allow.	1	\$ 45,000	\$ 45,000
Architectural/Engineering Design/Surveying	Design, engineering, and surveying services	\$ 50,000	allow.	1	\$ 50,000	\$ 700,000
Site Construction Management	Planning, design, administrative, and management	\$ 300,000	allow.	1	\$ 300,000	
General Conditions	Contractor's mobilization, demobilization, site security, site access, site office, etc.	\$ 350,000	allow.	1	\$ 350,000	
Site Preparation Activities						\$ 2,269,265
Brownfield Work Plans						
Non-Environmental Subtotal:						\$ 4,347,265
Contingency (15%)		\$ 4,347,265		15%	\$ 652,090	\$ 652,090
Interest (5% Simple)						\$ 2,325,127
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						\$ 7,324,482

Notes:

¹ Costs not included in contingency calculation



Tax Increment Revenue Capture Estimates
Barton Malow Redevelopment
12290-13000 W Eight Mile Road
Oak Park, Michigan
11/20/2025

		Inflation Multiplier 1.03														
		Estimated Taxable Value (TV) Increase Rate:		3.00%												
	Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
	Tax Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	*Base Taxable Value	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246
	Estimated New TV		\$ 1,640,013	\$ 4,838,154	\$ 8,034,739	\$ 8,275,781	\$ 8,524,055	\$ 8,779,776	\$ 9,043,170	\$ 9,314,465	\$ 9,593,899	\$ 9,881,716	\$ 10,178,167	\$ 10,483,512	\$ 10,798,017	\$ 11,121,958
Incremental Difference (New TV - Base TV)			\$ 47,767	\$ 3,245,908	\$ 6,442,493	\$ 6,683,535	\$ 6,931,809	\$ 7,187,530	\$ 7,450,924	\$ 7,722,219	\$ 8,001,653	\$ 8,289,470	\$ 8,585,921	\$ 8,891,266	\$ 9,205,771	\$ 9,529,712

School Capture	Millage Rate																												
STATE EDUCATION	6.0000	\$	287	\$	19,475	\$	38,655	\$	40,101	\$	41,591	\$	43,125	\$	44,706	\$	46,333	\$	48,010	\$	49,737	\$	51,516	\$	53,348	\$	55,235	\$	57,178
SCHOOL OPERATING	18.0000	\$	860	\$	58,426	\$	115,965	\$	120,304	\$	124,773	\$	129,376	\$	134,117	\$	139,000	\$	144,030	\$	149,210	\$	154,547	\$	160,043	\$	165,704	\$	171,535
School Total	24.0000	\$	1,146	\$	77,902	\$	154,620	\$	160,405	\$	166,363	\$	172,501	\$	178,822	\$	185,333	\$	192,040	\$	198,947	\$	206,062	\$	213,390	\$	220,939	\$	228,713

Local Capture	Millage Rate																												
CITY OPERATING	14.5957	\$	697	\$	47,376	\$	94,033	\$	97,551	\$	101,175	\$	104,907	\$	108,751	\$	112,711	\$	116,790	\$	120,991	\$	125,318	\$	129,774	\$	134,365	\$	139,093
PUBLIC SAFETY	1.6808	\$	80	\$	5,456	\$	10,829	\$	11,234	\$	11,651	\$	12,081	\$	12,524	\$	12,980	\$	13,449	\$	13,933	\$	14,431	\$	14,944	\$	15,473	\$	16,018
PA345 PS RETIRE	7.0000	\$	334	\$	22,721	\$	45,097	\$	46,785	\$	48,523	\$	50,313	\$	52,156	\$	54,056	\$	56,012	\$	58,026	\$	60,101	\$	62,239	\$	64,440	\$	66,708
CITY RECREATION	0.4166	\$	20	\$	1,352	\$	2,684	\$	2,784	\$	2,888	\$	2,994	\$	3,104	\$	3,217	\$	3,333	\$	3,453	\$	3,577	\$	3,704	\$	3,835	\$	3,970
PARK/RECREATION	2.2798	\$	109	\$	7,400	\$	14,688	\$	15,237	\$	15,803	\$	16,386	\$	16,987	\$	17,605	\$	18,242	\$	18,898	\$	19,574	\$	20,270	\$	20,987	\$	21,726
LIBRARY	1.2431	\$	59	\$	4,035	\$	8,009	\$	8,308	\$	8,617	\$	8,935	\$	9,262	\$	9,599	\$	9,947	\$	10,305	\$	10,673	\$	11,053	\$	11,444	\$	11,846
CITY SOLID WASTE	2.4622	\$	118	\$	7,992	\$	15,863	\$	16,456	\$	17,067	\$	17,697	\$	18,346	\$	19,014	\$	19,702	\$	20,410	\$	21,140	\$	21,892	\$	22,666	\$	23,464
OPSD SINKING	2.7079	\$	129	\$	8,790	\$	17,446	\$	18,098	\$	18,771	\$	19,463	\$	20,176	\$	20,911	\$	21,668	\$	22,447	\$	23,250	\$	24,077	\$	24,928	\$	25,806
COUNTY OPERATING	3.9301	\$	188	\$	12,757	\$	25,320	\$	26,267	\$	27,243	\$	28,248	\$	29,283	\$	30,349	\$	31,447	\$	32,578	\$	33,744	\$	34,944	\$	36,180	\$	37,453
COMM COLLEGE	1.4747	\$	70	\$	4,787	\$	9,501	\$	9,856	\$	10,222	\$	10,599	\$	10,988	\$	11,388	\$	11,800	\$	12,224	\$	12,662	\$	13,112	\$	13,576	\$	14,053
ISD GEN ED	0.1862	\$	9	\$	604	\$	1,200	\$	1,244	\$	1,291	\$	1,338	\$	1,387	\$	1,438	\$	1,490	\$	1,543	\$	1,599	\$	1,656	\$	1,714	\$	1,774
ISD VOC ED	0.5794	\$	28	\$	1,881	\$	3,733	\$	3,872	\$	4,016	\$	4,164	\$	4,317	\$	4,474	\$	4,636	\$	4,803	\$	4,975	\$	5,152	\$	5,334	\$	5,522
ISD SPEC ED	2.3693	\$	113	\$	7,691	\$	15,264	\$	15,835	\$	16,424	\$	17,029	\$	17,653	\$	18,296	\$	18,958	\$	19,640	\$	20,343	\$	21,066	\$	21,811	\$	22,579
HCMA	0.2062	\$	10	\$	669	\$	1,328	\$	1,378	\$	1,429	\$	1,482	\$	1,536	\$	1,592	\$	1,650	\$	1,709	\$	1,770	\$	1,833	\$	1,898	\$	1,965
OAKLAND TRANSIT	0.9464	\$	45	\$	3,072	\$	6,097	\$	6,325	\$	6,560	\$	6,802	\$	7,052	\$	7,308	\$	7,573	\$	7,845	\$	8,126	\$	8,415	\$	8,712	\$	9,019
COUNTY PARKS	0.6500	\$	31	\$	2,110	\$	4,188	\$	4,344	\$	4,506	\$	4,672	\$	4,843	\$	5,019	\$	5,201	\$	5,388	\$	5,581	\$	5,779	\$	5,984	\$	6,194
Local Total	42.7284	\$	2,041	\$	138,692	\$	275,277	\$	285,577	\$	296,185	\$	307,112	\$	318,366	\$	329,958	\$	341,898	\$	354,196	\$	366,863	\$	379,910	\$	393,348	\$	407,189

Non-Capturable Millages	Millage Rate																												
CITY DEBT (TOTAL)	5.0877	\$	243	\$	16,514	\$	32,777	\$	34,004	\$	35,267	\$	36,568	\$	37,908	\$	39,288	\$	40,710	\$	42,174	\$	43,683	\$	45,236	\$	46,836	\$	48,484
OPSD DEBT	5.9800	\$	286	\$	19,411	\$	38,526	\$	39,968	\$	41,452	\$	42,981	\$	44,557	\$	46,179	\$	47,850	\$	49,571	\$	51,344	\$	53,170	\$	55,051	\$	56,988
OCZA	0.0941	\$	4	\$	305	\$	606	\$	629	\$	652	\$	676	\$	701	\$	727	\$	753	\$	780	\$	808	\$	837	\$	866	\$	897
OCAIA	0.1937	\$	9	\$	629	\$	1,248	\$	1,295	\$	1,343	\$	1,392	\$	1,443	\$	1,496	\$	1,550	\$	1,606	\$	1,663	\$	1,722	\$	1,783	\$	1,846
Total Non-Capturable Taxes	11.3555	\$	542	\$	36,859	\$	73,158	\$	75,895	\$	78,714	\$	81,618	\$	84,609	\$	87,690	\$	90,863	\$	94,131	\$	97,497	\$	100,965	\$	104,536	\$	108,215

Total Tax Increment Revenue (TIR) Available for Capture \$ 3,187 \$ 216,594 \$ 429,897 \$ 445,982 \$ 462,548 \$ 479,612 \$ 497,188 \$ 515,291 \$ 533,937 \$ 553,143 \$ 572,925 \$ 593,300 \$ 614,286 \$ 635,902



Tax Increment Revenue Capture Estimates
Barton Malow Redevelopment
12290-13000 W Eight Mile Road
Oak Park, Michigan
11/20/2025

Estimated Taxa														
Plan Year	15	16	17	18	19	20	21	22	23	24	25	26	TOTAL	
Tax Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051		
*Base Taxable Value	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$ 1,592,246	\$	-
Estimated New TV	\$ 11,455,617	\$ 11,799,285	\$ 12,153,264	\$ 12,517,862	\$ 12,893,397	\$ 13,280,199	\$ 13,678,605	\$ 14,088,963	\$ 14,511,632	\$ 14,946,981	\$ 15,395,391	\$ 15,857,253	\$	-
Incremental Difference (New TV - Base TV)	\$ 9,863,371	\$ 10,207,039	\$ 10,561,018	\$ 10,925,616	\$ 11,301,151	\$ 11,687,953	\$ 12,086,359	\$ 12,496,717	\$ 12,919,386	\$ 13,354,735	\$ 13,803,145	\$ 14,265,007	\$	-
School Capture	Millage Rate													
STATE EDUCATION	6.0000	\$ 59,180	\$ 61,242	\$ 63,366	\$ 65,554	\$ 67,807	\$ 70,128	\$ 72,518	\$ 74,980	\$ 77,516	\$ 80,128	\$ 82,819	\$ 85,590	\$ 1,450,125
SCHOOL OPERATING	18.0000	\$ 177,541	\$ 183,727	\$ 190,098	\$ 196,661	\$ 203,421	\$ 210,383	\$ 217,554	\$ 224,941	\$ 232,549	\$ 240,385	\$ 248,457	\$ 256,770	\$ 4,350,375
School Total	24.0000	\$ 236,721	\$ 244,969	\$ 253,464	\$ 262,215	\$ 271,228	\$ 280,511	\$ 290,073	\$ 299,921	\$ 310,065	\$ 320,514	\$ 331,275	\$ 342,360	\$ 5,800,499
Local Capture	Millage Rate													
CITY OPERATING	14.5957	\$ 143,963	\$ 148,979	\$ 154,145	\$ 159,467	\$ 164,948	\$ 170,594	\$ 176,409	\$ 182,398	\$ 188,567	\$ 194,922	\$ 201,467	\$ 208,208	\$ 3,527,598
PUBLIC SAFETY	1.6808	\$ 16,578	\$ 17,156	\$ 17,751	\$ 18,364	\$ 18,995	\$ 19,645	\$ 20,315	\$ 21,004	\$ 21,715	\$ 22,447	\$ 23,200	\$ 23,977	\$ 406,228
PA345 PS RETIRE	7.0000	\$ 69,044	\$ 71,449	\$ 73,927	\$ 76,479	\$ 79,108	\$ 81,816	\$ 84,605	\$ 87,477	\$ 90,436	\$ 93,483	\$ 96,622	\$ 99,855	\$ 1,691,812
CITY RECREATION	0.4166	\$ 4,109	\$ 4,252	\$ 4,400	\$ 4,552	\$ 4,708	\$ 4,869	\$ 5,035	\$ 5,206	\$ 5,382	\$ 5,564	\$ 5,750	\$ 5,943	\$ 100,687
PARK/RECREATION	2.2798	\$ 22,487	\$ 23,270	\$ 24,077	\$ 24,908	\$ 25,764	\$ 26,646	\$ 27,554	\$ 28,490	\$ 29,454	\$ 30,446	\$ 31,468	\$ 32,521	\$ 550,999
LIBRARY	1.2431	\$ 12,261	\$ 12,688	\$ 13,128	\$ 13,582	\$ 14,048	\$ 14,529	\$ 15,025	\$ 15,535	\$ 16,060	\$ 16,601	\$ 17,159	\$ 17,733	\$ 300,442
CITY SOLID WASTE	2.4622	\$ 24,286	\$ 25,132	\$ 26,003	\$ 26,901	\$ 27,826	\$ 28,778	\$ 29,759	\$ 30,769	\$ 31,810	\$ 32,882	\$ 33,986	\$ 35,123	\$ 595,083
OPSD SINKING	2.7079	\$ 26,709	\$ 27,640	\$ 28,598	\$ 29,585	\$ 30,602	\$ 31,650	\$ 32,729	\$ 33,840	\$ 34,984	\$ 36,163	\$ 37,378	\$ 38,628	\$ 654,466
COUNTY OPERATING	3.9301	\$ 38,764	\$ 40,115	\$ 41,506	\$ 42,939	\$ 44,415	\$ 45,935	\$ 47,501	\$ 49,113	\$ 50,774	\$ 52,485	\$ 54,248	\$ 56,063	\$ 949,856
COMM COLLEGE	1.4747	\$ 14,546	\$ 15,052	\$ 15,574	\$ 16,112	\$ 16,666	\$ 17,236	\$ 17,824	\$ 18,429	\$ 19,052	\$ 19,694	\$ 20,355	\$ 21,037	\$ 356,417
ISD GEN ED	0.1862	\$ 1,837	\$ 1,901	\$ 1,966	\$ 2,034	\$ 2,104	\$ 2,176	\$ 2,250	\$ 2,327	\$ 2,406	\$ 2,487	\$ 2,570	\$ 2,656	\$ 45,002
ISD VOC ED	0.5794	\$ 5,715	\$ 5,914	\$ 6,119	\$ 6,330	\$ 6,548	\$ 6,772	\$ 7,003	\$ 7,241	\$ 7,485	\$ 7,738	\$ 7,998	\$ 8,265	\$ 140,034
ISD SPEC ED	2.3693	\$ 23,369	\$ 24,184	\$ 25,022	\$ 25,886	\$ 26,776	\$ 27,692	\$ 28,636	\$ 29,608	\$ 30,610	\$ 31,641	\$ 32,704	\$ 33,798	\$ 572,630
HCMA	0.2062	\$ 2,034	\$ 2,105	\$ 2,178	\$ 2,253	\$ 2,330	\$ 2,410	\$ 2,492	\$ 2,577	\$ 2,664	\$ 2,754	\$ 2,846	\$ 2,941	\$ 49,836
OAKLAND TRANSIT	0.9464	\$ 9,335	\$ 9,660	\$ 9,995	\$ 10,340	\$ 10,695	\$ 11,061	\$ 11,439	\$ 11,827	\$ 12,227	\$ 12,639	\$ 13,063	\$ 13,500	\$ 228,733
COUNTY PARKS	0.6500	\$ 6,411	\$ 6,635	\$ 6,865	\$ 7,102	\$ 7,346	\$ 7,597	\$ 7,856	\$ 8,123	\$ 8,398	\$ 8,681	\$ 8,972	\$ 9,272	\$ 157,097
Local Total	42.7284	\$ 421,446	\$ 436,130	\$ 451,255	\$ 466,834	\$ 482,880	\$ 499,408	\$ 516,431	\$ 533,965	\$ 552,025	\$ 570,626	\$ 589,786	\$ 609,521	\$ 10,326,919
Non-Capturable Millages	Millage Rate													
CITY DEBT (TOTAL)	5.0877	\$ 50,182	\$ 51,930	\$ 53,731	\$ 55,586	\$ 57,497	\$ 59,465	\$ 61,492	\$ 63,580	\$ 65,730	\$ 67,945	\$ 70,226	\$ 72,576	\$ 1,229,633
OPSD DEBT	5.9800	\$ 58,983	\$ 61,038	\$ 63,155	\$ 65,335	\$ 67,581	\$ 69,894	\$ 72,276	\$ 74,730	\$ 77,258	\$ 79,861	\$ 82,543	\$ 85,305	\$ 1,445,291
OCZA	0.0941	\$ 928	\$ 960	\$ 994	\$ 1,028	\$ 1,063	\$ 1,100	\$ 1,137	\$ 1,176	\$ 1,216	\$ 1,257	\$ 1,299	\$ 1,342	\$ 22,743
OCAIA	0.1937	\$ 1,911	\$ 1,977	\$ 2,046	\$ 2,116	\$ 2,189	\$ 2,264	\$ 2,341	\$ 2,421	\$ 2,502	\$ 2,587	\$ 2,674	\$ 2,763	\$ 46,815
Total Non-Capturable Taxes	11.3555	\$ 112,004	\$ 115,906	\$ 119,926	\$ 124,066	\$ 128,330	\$ 132,723	\$ 137,247	\$ 141,906	\$ 146,706	\$ 151,650	\$ 156,742	\$ 161,986	\$ 2,744,482
Total Tax Increment Revenue (TIR) Available for Capture	\$ 658,167	\$ 681,099	\$ 704,720	\$ 729,049	\$ 754,108	\$ 779,918	\$ 806,503	\$ 833,886	\$ 862,090	\$ 891,140	\$ 921,062	\$ 951,881	\$	-



Tax Increment Revenue Reimbursement Allocation Table

Barton Malow Redevelopment
12290-13000 W Eight Mile Road
Oak Park, Michigan
11/20/2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	35.20%	\$ 2,839,158	\$ -	\$ 2,839,158
Local	64.80%	\$ -	\$ 7,324,482	\$ 7,324,482
TOTAL				
MSF	75.5%		\$ 7,324,482	\$ 7,324,482
EGL	24.5%	\$ 2,839,158	\$ -	\$ 2,839,158

Estimated Total Years of Plan: 26

Estimated Capture	
Administrative Fees	\$ 516,346
State Brownfield Redevelopment Fund	\$ 725,062
Local Brownfield Revolving Fund	\$ 516,346

	0	1	2	3	4	5	6	7	8	9	10	11	12	13
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total State Incremental Revenue		\$ 1,146	\$ 77,902	\$ 154,620	\$ 160,405	\$ 166,363	\$ 172,501	\$ 178,822	\$ 185,333	\$ 192,040	\$ 198,947	\$ 206,062	\$ 213,390	\$ 220,939
State Brownfield Redevelopment Fund (50% of SET)		\$ 143	\$ 9,738	\$ 19,327	\$ 20,051	\$ 20,795	\$ 21,563	\$ 22,353	\$ 23,167	\$ 24,005	\$ 24,868	\$ 25,758	\$ 26,674	\$ 27,617
State TIR Available for Reimbursement		\$ 1,003	\$ 68,164	\$ 135,292	\$ 140,354	\$ 145,568	\$ 150,938	\$ 156,469	\$ 162,167	\$ 168,035	\$ 174,079	\$ 180,304	\$ 186,717	\$ 193,321
Total Local Incremental Revenue		\$ 2,041	\$ 138,692	\$ 275,277	\$ 285,577	\$ 296,185	\$ 307,112	\$ 318,366	\$ 329,958	\$ 341,898	\$ 354,196	\$ 366,863	\$ 379,910	\$ 393,348
BRA Administrative Fee (5% annually)		\$ 102	\$ 6,935	\$ 13,764	\$ 14,279	\$ 14,809	\$ 15,356	\$ 15,918	\$ 16,498	\$ 17,095	\$ 17,710	\$ 18,343	\$ 18,995	\$ 19,667
LBRF (5% annually)		\$ 102	\$ 6,935	\$ 13,764	\$ 14,279	\$ 14,809	\$ 15,356	\$ 15,918	\$ 16,498	\$ 17,095	\$ 17,710	\$ 18,343	\$ 18,995	\$ 19,667
Local TIR Available for Reimbursement		\$ 1,837	\$ 124,823	\$ 247,750	\$ 257,019	\$ 266,567	\$ 276,401	\$ 286,529	\$ 296,962	\$ 307,708	\$ 318,776	\$ 330,176	\$ 341,919	\$ 354,013
Total State & Local TIR Available	\$ -	\$ 2,840	\$ 192,987	\$ 383,042	\$ 397,373	\$ 412,135	\$ 427,339	\$ 442,999	\$ 459,129	\$ 475,743	\$ 492,855	\$ 510,481	\$ 528,635	\$ 547,334

DEVELOPER	Beginning Balance														
DEVELOPER Reimbursement Balance	\$ 6,619,364	\$ 6,619,364	\$ 6,617,282	\$ 6,475,776	\$ 6,194,916	\$ 5,903,546	\$ 5,601,354	\$ 5,288,013	\$ 4,963,190	\$ 4,626,539	\$ 4,277,707	\$ 3,916,327	\$ 3,542,023	\$ 3,154,408	\$ 2,753,082

DEVELOPER REIMBURSEMENT															
MSF Non-Environmental Costs	\$ 4,999,355	\$ -	\$ 1,387	\$ 94,274	\$ 187,116	\$ 194,117	\$ 201,328	\$ 208,755	\$ 216,405	\$ 224,284	\$ 232,400	\$ 240,760	\$ 249,370	\$ 258,238	\$ 267,373
State Tax Reimbursement	\$ -														
Local Tax Reimbursement	\$ 4,999,355	\$ 1,387	\$ 94,274	\$ 187,116	\$ 194,117	\$ 201,328	\$ 208,755	\$ 216,405	\$ 224,284	\$ 232,400	\$ 240,760	\$ 249,370	\$ 258,238	\$ 267,373	
Total MSF Reimbursement Balance	\$ 4,999,355	\$ 4,997,968	\$ 4,903,693	\$ 4,716,577	\$ 4,522,461	\$ 4,321,133	\$ 4,112,378	\$ 3,895,973	\$ 3,671,689	\$ 3,439,289	\$ 3,198,529	\$ 2,949,160	\$ 2,690,921	\$ 2,423,549	
EGL Environmental Costs	\$ 1,620,009	\$ -	\$ 695	\$ 47,231	\$ 93,745	\$ 97,252	\$ 100,865	\$ 104,586	\$ 108,419	\$ 112,366	\$ 116,432	\$ 120,620	\$ 124,934	\$ 129,377	\$ 133,953
State Tax Reimbursement	\$ 572,138	\$ 245	\$ 16,682	\$ 33,111	\$ 34,350	\$ 35,626	\$ 36,940	\$ 38,294	\$ 39,688	\$ 41,124	\$ 42,604	\$ 44,127	\$ 45,697	\$ 47,313	
Local Tax Reimbursement	\$ 1,047,871	\$ 450	\$ 30,549	\$ 60,634	\$ 62,902	\$ 65,239	\$ 67,646	\$ 70,125	\$ 72,678	\$ 75,308	\$ 78,017	\$ 80,807	\$ 83,680	\$ 86,640	
Total EGL Reimbursement Balance	\$ 1,620,009	\$ 1,619,314	\$ 1,572,083	\$ 1,478,338	\$ 1,381,086	\$ 1,280,221	\$ 1,175,635	\$ 1,067,216	\$ 954,850	\$ 838,418	\$ 717,797	\$ 592,863	\$ 463,486	\$ 329,533	
Total Annual Developer Reimbursement	\$ 6,619,364	\$ -	\$ 2,082	\$ 141,506	\$ 280,861	\$ 291,369	\$ 302,193	\$ 313,341	\$ 324,823	\$ 336,651	\$ 348,832	\$ 361,380	\$ 374,304	\$ 387,615	\$ 401,326

INTEREST ACCRUAL															
Accrued Interest															
Interest Rate			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cumulative Interest			\$ 330,864	\$ 654,653	\$ 964,399	\$ 1,259,576	\$ 1,539,644	\$ 1,804,044	\$ 2,052,204	\$ 2,283,531	\$ 2,497,416	\$ 2,693,232	\$ 2,870,334	\$ 3,028,054	\$ 3,165,708
Annual Interest			\$ 330,864	\$ 323,789	\$ 309,746	\$ 295,177	\$ 280,068	\$ 264,401	\$ 248,159	\$ 231,327	\$ 213,885	\$ 195,816	\$ 177,101	\$ 157,720	\$ 137,654
Accrued Interest (State)		\$ -	\$ 28,595	\$ 27,761	\$ 26,105	\$ 24,387	\$ 22,606	\$ 20,759	\$ 18,844	\$ 16,860	\$ 14,804	\$ 12,674	\$ 10,467	\$ 8,182	\$ 5,817
Accrued Interest (Local)			\$ 302,269	\$ 296,028	\$ 283,641	\$ 270,790	\$ 257,462	\$ 243,642	\$ 229,315	\$ 214,467	\$ 199,082	\$ 183,143	\$ 166,634	\$ 149,538	\$ 131,837
State Tax Reimbursement	\$ 465,707														
Local Tax Reimbursement	\$ 3,078,570														
Total Interest Reimbursement Balance	\$ 3,544,276	\$ -	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276

LOCAL BROWNFIELD REVOLVING FUND (Please see above calculation)



Tax Increment Revenue Reimbursement Allocation Table

Barton Malow Redevelopment
12290-13000 W Eight Mile Road
Oak Park, Michigan
11/20/2025

	14	15	16	17	18	19	20	21	22	23	24	25	26	
	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	TOTAL
Total State Incremental Revenue	\$ 228,713	\$ 236,721	\$ 244,969	\$ 253,464	\$ 262,215	\$ 271,228	\$ 280,511	\$ 290,073	\$ 299,921	\$ 310,065	\$ 320,514	\$ 331,275	\$ 342,360	\$ 5,800,499
State Brownfield Redevelopment Fund (50% of SET)	\$ 28,589	\$ 29,590	\$ 30,621	\$ 31,683	\$ 32,777	\$ 33,903	\$ 35,064	\$ 36,259	\$ 37,490	\$ 38,758	\$ 40,064	\$ 41,409	\$ 42,795	\$ 725,062
State TIR Available for Reimbursement	\$ 200,124	\$ 207,131	\$ 214,348	\$ 221,781	\$ 229,438	\$ 237,324	\$ 245,447	\$ 253,814	\$ 262,431	\$ 271,307	\$ 280,449	\$ 289,866	\$ 299,565	\$ 5,075,437
Total Local Incremental Revenue	\$ 407,189	\$ 421,446	\$ 436,130	\$ 451,255	\$ 466,834	\$ 482,880	\$ 499,408	\$ 516,431	\$ 533,965	\$ 552,025	\$ 570,626	\$ 589,786	\$ 609,521	\$ 10,326,919
BRA Administrative Fee (5% annually)	\$ 20,359	\$ 21,072	\$ 21,807	\$ 22,563	\$ 23,342	\$ 24,144	\$ 24,970	\$ 25,822	\$ 26,698	\$ 27,601	\$ 28,531	\$ 29,489	\$ 30,476	\$ 516,346
LBRF (5% annually)	\$ 20,359	\$ 21,072	\$ 21,807	\$ 22,563	\$ 23,342	\$ 24,144	\$ 24,970	\$ 25,822	\$ 26,698	\$ 27,601	\$ 28,531	\$ 29,489	\$ 30,476	\$ 516,346
Local TIR Available for Reimbursement	\$ 366,470	\$ 379,301	\$ 392,517	\$ 406,130	\$ 420,151	\$ 434,592	\$ 449,467	\$ 464,788	\$ 480,568	\$ 496,822	\$ 513,564	\$ 530,808	\$ 548,569	\$ 9,294,227
Total State & Local TIR Available	\$ 566,594	\$ 586,432	\$ 606,865	\$ 627,911	\$ 649,589	\$ 671,916	\$ 694,914	\$ 718,601	\$ 742,999	\$ 768,129	\$ 794,013	\$ 820,674	\$ 848,134	\$ 14,369,664
DEVELOPER														
DEVELOPER Reimbursement Balance	\$ 2,337,633	\$ 1,907,639	\$ 1,454,844	\$ 1,048,714	\$ 628,563	\$ 193,971	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

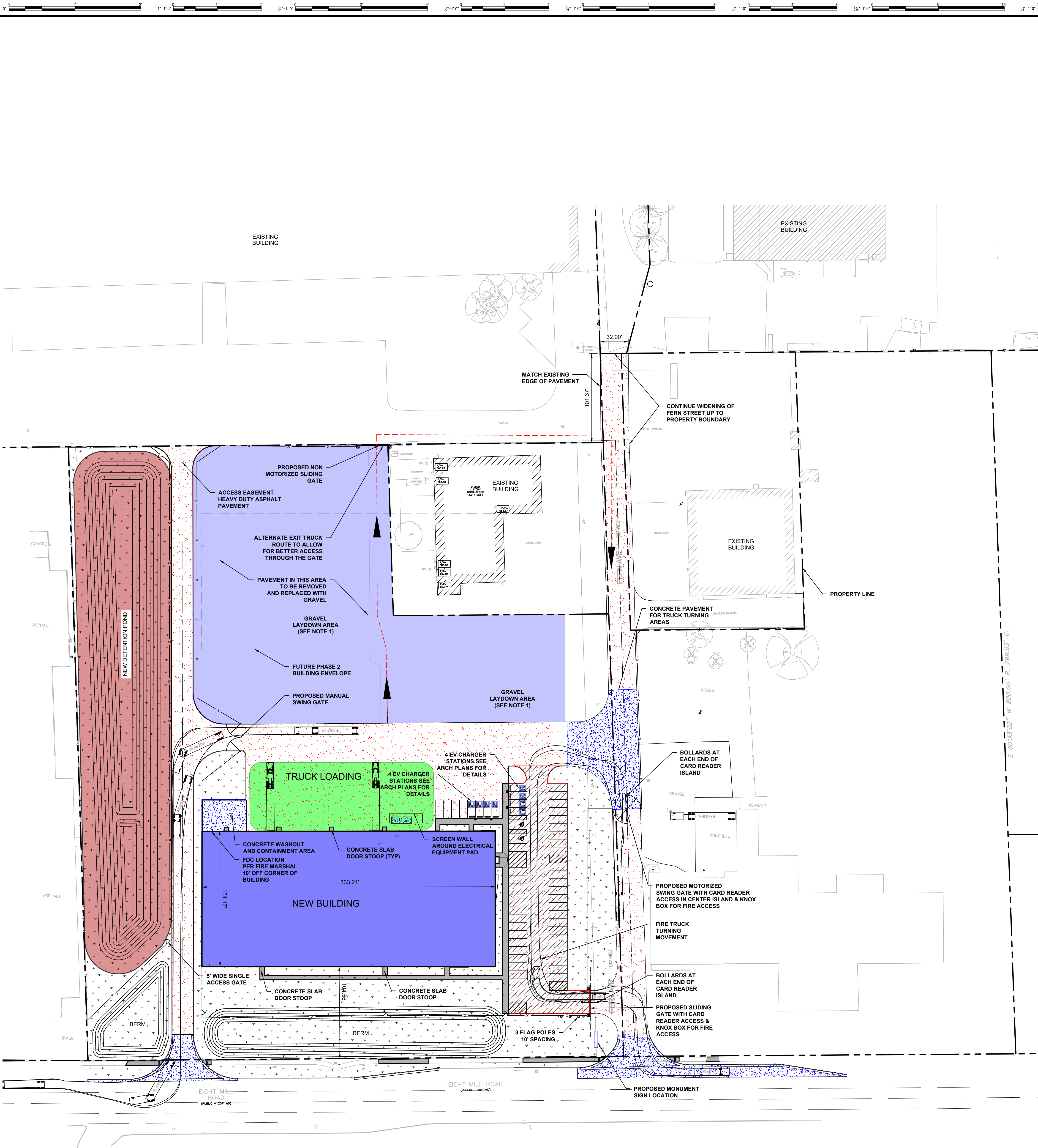
DEVELOPER REIMBURSEMENT														
MSF Non-Environmental Costs	\$ 276,781	\$ 286,472	\$ 405,452	\$ 406,130	\$ 420,151	\$ 434,592	\$ 193,971	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,999,355
State Tax Reimbursement														\$ -
Local Tax Reimbursement	\$ 276,781	\$ 286,472	\$ 405,452	\$ 406,130	\$ 420,151	\$ 434,592	\$ 193,971							\$ 4,999,355
Total MSF Reimbursement Balance	\$ 2,146,768	\$ 1,860,296	\$ 1,454,844	\$ 1,048,714	\$ 628,563	\$ 193,971	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs	\$ 138,667	\$ 143,522	\$ 47,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620,009
State Tax Reimbursement	\$ 48,978	\$ 50,693	\$ 16,665											\$ 572,138
Local Tax Reimbursement	\$ 89,689	\$ 92,829	\$ 30,679											\$ 1,047,871
Total EGLE Reimbursement Balance	\$ 190,866	\$ 47,344	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Developer Reimbursement	\$ 415,448	\$ 429,994	\$ 452,795	\$ 406,130	\$ 420,151	\$ 434,592	\$ 193,971	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,619,364

INTEREST ACCRUAL														
Accrued Interest														
Interest Rate	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Cumulative Interest	\$ 3,282,590	\$ 3,377,972	\$ 3,450,714	\$ 3,503,150	\$ 3,534,578	\$ 3,544,276	\$ 3,544,276							
Annual Interest	\$ 116,882	\$ 95,382	\$ 72,742	\$ 52,436	\$ 31,428	\$ 9,699	\$ 0							
Accrued Interest (State)	\$ 3,368	\$ 833	\$ 0											
Accrued Interest (Local)	\$ 113,514	\$ 94,549	\$ 72,742	\$ 52,436	\$ 31,428	\$ 9,699	\$ 0							
State Tax Reimbursement							\$ 60,070	\$ 62,118	\$ 64,227	\$ 66,399	\$ 68,637	\$ 70,941	\$ 73,315	\$ 465,707
Local Tax Reimbursement							\$ 255,496	\$ 464,788	\$ 480,568	\$ 496,822	\$ 513,564	\$ 530,808	\$ 336,524	\$ 3,078,570
Total Interest Reimbursement Balance	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,544,276	\$ 3,228,710	\$ 2,701,805	\$ 2,157,010	\$ 1,593,789	\$ 1,011,588	\$ 409,839	\$ -	\$ -

LOCAL BROWNFIELD REVOLVING FUND (P)	
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APPENDIX A

PROJECT SITE PLAN



SITE PLAN REVIEW REQUIREMENTS: (SEC. 1725)

SITE ADDRESS: 13000 W. EIGHT MILE ROAD, OAK PARK, MI.
APPLICANT: BARTON MALOW
SITE AREA: 6.37 ACRES, MORE OR LESS
ZONING: LI - LIGHT INDUSTRIAL
PROPOSED USE: OFFICE (9,730 SF) / WAREHOUSE (41,694 SF.)

BUILDING INFORMATION:
MAXIMUM ALLOWABLE BUILDING HEIGHT = 45 FT.
PROPOSED BUILDING HEIGHT = 35 FT.
BUILDING FOOTPRINT AREA = 51,454 SF.

BUILDING LOT COVERAGE = 22.5%

SETBACK REQUIREMENTS:	REQUIRED:	PROPOSED:
FRONT (SOUTH)	25'	49'
SIDE (EAST)	15'	N/A
SIDE (WEST)	25'	100.00'
REAR (NORTH)	25'	189.35'

PARKING SETBACK REQUIREMENTS:	REQUIRED:	PROPOSED:
FRONT (SOUTH)	10'	25'
FRONT (EAST)	10'	20'
SIDE (WEST)	-	25'
REAR (NORTH)	-	N/A

PARKING CALCULATIONS:
OFFICE = 1 SPACE PER 300 SF
TOTAL OFFICE PARKING REQUIRED = 9,730/300 = 33 SPACES
WAREHOUSE = 1 SPACE PER 1,700 SF
TOTAL WAREHOUSE PARKING REQUIRED = 41,694/1,700 = 23 SPACES
TOTAL REQUIRED PARKING = 33 + 23 = 56 SPACES
MAX ALLOWABLE PARKING + NUMBER OF SPACES SHALL NOT EXCEED 20 PERCENT
BEYOND THE NUMBER REQUIRED BY THE ORDINANCE
MAX ALLOWABLE PARKING = 56 + (0.20*56) = 73 SPACES
TOTAL PROPOSED PARKING SPACES = 48 SPACES
LOADING CALCULATIONS:
LOADING REQUIRED = 1 SPACE PER 20,000 SF = 41,638 / 20,000 = 2.0 = 2 LOADING SPACES
LOADING SPACES PROVIDED = 2 LOADING SPACES

GREEN SPACE:
INTERIOR PARKING LOT LANDSCAPING REQUIRED = 15 SF PER PARKING SPACE
REQUIRED INTERIOR LANDSCAPE = 48 SPACES * 15 SF = 720 SF
PROPOSED PARKING LOT LANDSCAPING = 720 SF
TOTAL SITE LANDSCAPING REQUIRED = 10% OF SITE AREA = 0.10 * 403,731 SF = 40,373 SF
PROPOSED SITE LANDSCAPING = 140,751 SF

SITE SOILS INFORMATION:
ACCORDING TO THE GEOTECHNICAL REPORT PROVIDED SME ON JULY 28, 2023, THE SITE
GENERALLY CONSISTS OF:
6.24' OF SURFICIAL TOPSOIL UNDERLAIN BY SAND FILL
4.5-9" OF VARIOUS PAVEMENTS THROUGH OUT THE SITE (ASPHALT MILLINGS, CRUSHED
CONCRETE, CRUSHED AGGREGATE, ETC.)

LAND SITUATED IN THE CITY OF OAK PARK, COUNTY OF OAKLAND, STATE OF MICHIGAN,
DESCRIBED AS FOLLOWS:

(FIRST AMERICAN TITLE INSURANCE COMPANY, REVISION A, COMMITMENT NO: 972169,
DATED JULY 28, 2022)
#12990 W. 8 MILE RD.
FEE PARCEL:

PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 1 NORTH, RANGE 11 EAST,
DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 51.00 FEET AND EAST 460.30 FEET
AND NORTH 01 DEGREE 25 MINUTES 00 SECONDS WEST 686.21 FEET AND NORTH 89
DEGREES 57 MINUTES 30 SECONDS EAST 612.35 FEET FROM THE SOUTHWEST CORNER OF
SECTION 32, TOWN 1 NORTH, RANGE 11 EAST AND PROCEEDING THENCE NORTH 89
DEGREES 57 MINUTES 30 SECONDS EAST 245.00 FEET; THENCE SOUTH 01 DEGREE 25
MINUTES 00 SECONDS EAST 195.00 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 30
SECONDS WEST 245.00 FEET; THENCE NORTH 01 DEGREE 25 MINUTES 00 SECONDS WEST
195.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 30.00 FEET.

EASEMENT PARCEL:
TOGETHER WITH NON-EXCLUSIVE EASEMENTS AS CREATED, LIMITED AND DEFINED IN
THAT CERTAIN GRANT OF EASEMENTS AND MAINTENANCE AGREEMENT RECORDED IN
LIBER 8612, PAGE 46, OAKLAND COUNTY RECORDS.
CONTAINS 0.962 ACRES, MORE OR LESS, NET.

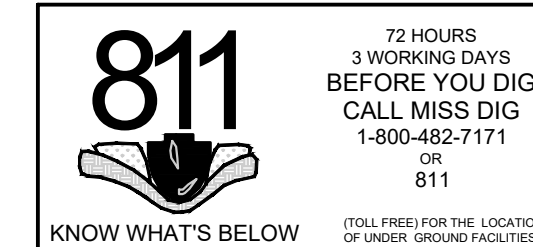
(FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 972774, REVISION B,
DATED JULY 28, 2022)
#12990 W. 8 MILE RD.
PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 1 NORTH, RANGE 11 EAST, CITY OF
OAK PARK, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF EIGHT MILE
ROAD, SAID POINT BEING DISTANT NORTH 151.00 FEET AND EAST 460.30 FEET AND NORTH
89 DEGREES 57 MINUTES 56 SECONDS EAST 659.95 FEET FROM THE SOUTHWEST CORNER
OF SECTION 32, THENCE PROCEEDING THENCE NORTH 01 DEGREES 25 MINUTES 00
SECONDS WEST 503.30 FEET, THEN NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST
168.00 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 00 SECONDS EAST 503.32 FEET,
THEN ALONG LINE OF EIGHT MILE ROAD, SOUTH 89 DEGREES 57 MINUTES 56 SECONDS
WEST 168.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.94 ACRES, MORE OR LESS.

(FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO: 955975, DATED
NOVEMBER 02, 2021)
#13000 W. 8 MILE RD.
PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWN 1 NORTH, RANGE 11 EAST, CITY OF
OAK PARK, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A
POINT DISTANT NORTH 151.00 FEET AND EAST 709.90 FEET FROM THE SOUTHWEST
CORNER OF SAID SECTION 32 AND PROCEEDING THENCE NORTH 01 DEGREES 25 MINUTES
00 SECONDS WEST 686.24 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS
EAST 363.35 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 00 SECONDS EAST 195.00
FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST 47.00 FEET; THENCE
SOUTH 01 DEGREES 25 MINUTES 00 SECONDS EAST 503.30 FEET; THENCE SOUTH 89
DEGREES 57 MINUTES 56 SECONDS WEST
CONTAINS 6.37 ACRES, MORE OR LESS.

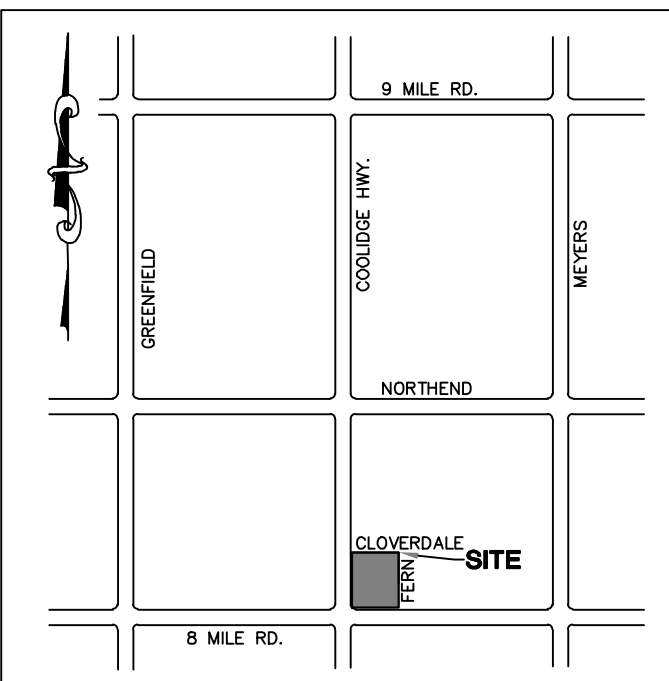
PROPOSED LEGEND

	NEW BUILDING		CONCRETE PAVEMENT
	GRAVEL LAYDOWN AREA		HEAVY DUTY ASPHALT
	TRUCK LOADING AREA		MEDIUM DUTY ASPHALT
	NEW DETENTION POND		LANDSCAPE GREEN SPACE AREA
	NEW CONCRETE SIDEWALK		

GENERAL NOTES:
1. GRAVEL LAYDOWN AND STORAGE AREAS TO BE USED
FOR NON-MOTORIZED EQUIPMENT AND
CONSTRUCTION MATERIALS. LOOSELY PACKED
MATERIALS SHALL NOT BE STORED OR STOCKPILED.



UNDERGROUND UTILITY NOTE
THE LOCATIONS AND ELEVATIONS OF EXISTING
UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING
ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER
EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR
ACCURACY THEREOF. THE CONTRACTOR SHALL BE
EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT
UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START
OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE
DESIGN ENGINEER OF FIELD CONDITIONS THAT DIFFER
FROM CONDITIONS AS SHOWN ON THESE DRAWINGS.



LEGEND

R.	RECORD
M.	MEASURED
C.	CALCULATED
F.I.R.	FOUND IRON ROD
P.	PLATTED L.49, P.13
F.C.M.	FOUND CONCRETE MONUMENT
S.I.R.	SET IRON ROD
S.P.K.	SET P.K. NAIL
F.P.K.	FOUND P.K. NAIL
T/C	TOP OF CURB
G.	GUTTER
FF	FINISHED FLOOR
T/W	TOP OF WALL
T/P	TOP OF PIPE
C.B.	CATCH BASIN
U.P.	UTILITY POLE
M.H.	MANHOLE
C.O.	CLEAN OUT
D.S.	DOWNSPOUT
L.P.	LIGHT POLE
L.L.	LANDSCAPE LIGHT
GW	GATE VALVE AND WELL
GS	GAS SHUT OFF VALVE
WSV	WATER STOP VALVE
HYD.	FIRE HYDRANT
BOL.	BOLLARD
M.W.	MONITORING WELL
4	SIGN
NP	NUMBER PARKING SPACES
HP	HANDICAP PARKING
C-G.W.	GUY WIRE
X	FENCE
SS	STORM SEWER
SS/S	SANITARY/COMBINED SEWER
WM	WATERMAIN
OW	OVERHEAD UTILITY LINES



**Barton
Malow
COMPANY**

OAK PARK YARD
OAK PARK, MI 48226

GHAFARI

17101 MICHIGAN AVENUE
DEARBORN, MI 48126-2736 USA
TEL +1.313.441.3000
www.ghafari.com

CONSULTANT INFORMATION

REGISTRATION SEAL

**NOT FOR
CONSTRUCTION**

REV	DATE	DOC REL # - SPA	DESCRIPTION
11/07/25		DOC REL 04 - 60% REVIEW	
09/05/25		DOC REL 02 - 30% REVIEW	
08/14/25		DOC REL 01 - SPA	

PROJECT # 2500180
PROJECT MANAGER B. JILBERT
DESIGNED BY R. RAYMOND
DRAWN BY M. MCDERMOTT
QUALITY CHECK T. PITTSCH
SHEET TITLE

CONCEPTUAL SITE PLAN

CS1-00-01
SHEET NUMBER



CONCEPTUAL SITE PLAN
SCALE: 1"=50'-0"

0 50 100

APPENDIX B

LEGAL DESCRIPTION OF PROPERTY PARCEL DESCRIBED IN SECTION III(G) OF THIS PLAN

W EIGHT MILE RD OAK PARK, MI 48237 (Property Address)

Parcel Number: 52-25-32-351-032 Account Number: 800000191



Item 1 of 1

[1 Image / 0 Sketches](#)**Property Owner: BARTON MALOW COMPANY****Summary Information**

- > Assessed Value: \$32,400 | Taxable Value: \$32,400
- > Building Department information found
- > Property Tax information found
- > Utility Billing information found

Owner and Taxpayer Information

Owner	BARTON MALOW COMPANY 26500 AMERICAN DR SOUTHFIELD, MI 48034	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2025

Property Class	302 INDUSTRIAL-VACANT	Unit	52 CITY OF OAK PARK
School District	OAK PARK CITY SCHOOL DIST	Assessed Value	\$32,400
STYLE	Not Available	Taxable Value	\$32,400
User Number Index	Not Available	State Equalized Value	\$32,400
SUBDIVISION	Not Available	Date of Last Name Change	Not Available
RENTAL	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LIBER/PAGE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$0	\$0	\$0
2023	\$0	\$0	\$0
2022	\$0	\$0	\$0

Land Information

Zoning Code	LI	Total Acres	0.480
Land Value	\$64,800	Land Improvements	\$0
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	31/32/ MANUFACTURING <25M S.F.	Mortgage Code	Not Available
Lot Dimensions/Comments	20,950 sq. ft	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	30.00 ft	698.32 ft
Total Frontage: 30.00 ft		Average Depth: 698.32 ft

Legal Description

T1N, R11E, SEC 32 PART OF SW 1/4 OF SW 1/4 E 30 FT OF FOL DESC PARCEL DESC AS BEG AT PT DIST N 151 FT & N 89-57-30 E 460.30 FT & N 01-25-00 W 698.21 FT & N 89-57-30 E 612.95 FT FROM SW SEC COR, TH N 89-57-30 E 245 FT, TH S 01-25-00 E 698.32 FT, TH S 89-57-56 W 198 FT, TH N 01-25-00 W 503.30 FT, TH S 89-57-30 W 47 FT, TH N 01-25-00 W 195 FT TO BEG 0.48 A 9/6/84 FR 027 & 029

Land Division Act Information

Comments	From 32-351-027 & -029 9/6/84		
Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	10/01/2010	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Liber/Page	Comments
06/05/2024	\$0.00	PTA	CITY OF OAK PARK	BARTON MALOW COMPANY	59429/287	
05/31/1984	\$0.00	QC	TISHKEN PRODUCTS CO.	CITY OF OAK PARK	8757/568	

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12992 W EIGHT MILE RD OAK PARK, MI 48237 (Property Address)

Parcel Number: 52-25-32-351-031 Account Number: 000013917 Business: 000000113 - IMPRESSIVE TILE



Item 1 of 4

[3 Images / 1 Sketch](#)**Property Owner: BARTON MALOW COMPANY****Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1987
 - # of Buildings: 2
 - Total Sq.Ft.: 14,840
- > Property Tax information found
- > Utility Billing information found
- > Assessed Value: \$358,600 | Taxable Value: \$336,673
- > 46 Building Department records found
- > 13 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information

Owner	BARTON MALOW COMPANY 26500 AMERICAN DR SOUTHFIELD, MI 48034	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2025

Property Class	201 COMMERCIAL-IMPROVED	Unit	52 CITY OF OAK PARK
School District	OAK PARK CITY SCHOOL DIST	Assessed Value	\$358,600
STYLE	Not Available	Taxable Value	\$336,673
User Number Index	Not Available	State Equalized Value	\$358,600
SUBDIVISION	Not Available	Date of Last Name Change	Not Available
RENTAL	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LIBER/PAGE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$330,300	\$330,300	\$326,550
2023	\$311,000	\$311,000	\$311,000
2022	\$234,000	\$234,000	\$201,217

Land Information

Zoning Code	LI	Total Acres	1.940
Land Value	\$262,000	Land Improvements	\$53,021
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	31/32/ WAREHOUSE <25M S.F.	Mortgage Code	Not Available
Lot Dimensions/Comments	84,557 SQ. FT.	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	168.00 ft	503.32 ft
Total Frontage: 168.00 ft		Average Depth: 503.32 ft

Legal Description

T1N, R11E, SEC 32 PART OF SW 1/4 OF SW 1/4 BEG AT PT DIST N 151 FT & E 460.30 FT & N 89-57-56 E 659.95 FT FROM SW SEC COR, TH N 01-25-00 W 503.30 FT, TH N 89-57-30 E 198 FT, TH S 01-25-00 E 503.32 FT, TH S 89-57-56 W 198 FT TO BEG EXC E 30 FT 1.94 A9/6/84 FR 029

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	0
Date Form Filed	10/01/2010	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	<i>Not Available</i>
Split Number	0	Courtesy Split	<i>Not Available</i>
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Liber/Page	Comments
09/29/2022	\$1,920,000.00	PTA	HULL BROTHERS INVESTMENT INC	BARTON MALOW COMPANY	58188/899	
04/03/2000	\$700,000.00	WD	MURPHY FLAGG CHARITABLE	HULL BROTHERS INVESTMENT, INC	21398/420	
03/29/2000	\$0.00	QC	IMPRESSIVE CEILINGS INC	MURPHY FLAGG CHARITABLE REMAINDER	21244/392	

Building Information - 14480 sq ft Warehouses - Storage (Commercial)

Floor Area	14,480 sq ft	Estimated TCV	<i>Not Available</i>
Occupancy	Warehouses - Storage	Class	S
Stories Above Ground	1	Average Story Height	18 ft
Basement Wall Height	<i>Not Available</i>	Identical Units	<i>Not Available</i>
Year Built	1987	Year Remodeled	<i>Not Available</i>
Percent Complete	100%	Heat	Package Heating & Cooling
Physical Percent Good	<i>Not Available</i>	Functional Percent Good	<i>Not Available</i>
Economic Percent Good	<i>Not Available</i>	Effective Age	<i>Not Available</i>

Building Information - 360 sq ft Garages - Residential (Detached) (Commercial)

Floor Area	360 sq ft	Estimated TCV	<i>Not Available</i>
Occupancy	Garages - Residential (Detached)	Class	C
Stories Above Ground	1	Average Story Height	12 ft
Basement Wall Height	<i>Not Available</i>	Identical Units	<i>Not Available</i>
Year Built	1988	Year Remodeled	<i>Not Available</i>
Percent Complete	100%	Heat	Electric, Cable or Baseboard
Physical Percent Good	<i>Not Available</i>	Functional Percent Good	<i>Not Available</i>
Economic Percent Good	<i>Not Available</i>	Effective Age	<i>Not Available</i>

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12990 W EIGHT MILE RD OAK PARK, MI 48237 (Property Address)

Parcel Number: 52-25-32-351-030 Account Number: 000012717 Business: 000000363 - TRI-STAR DISTRIBUTION LLC



Item 1 of 2

[1 Image / 1 Sketch](#)**Property Owner: BARTON MALOW COMPANY****Summary Information**

- > Commercial/Industrial Building Summary
 - Yr Built: 1954 - # of Buildings: 1
 - Total Sq.Ft.: 14,301
- > Property Tax information found
- > Utility Billing information found
- > Assessed Value: \$257,400 | Taxable Value: \$248,012
- > 48 Building Department records found
- > 3 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information

Owner	BARTON MALOW COMPANY 26500 AMERICAN DR SOUTHFIELD, MI 48034	Taxpayer	SEE OWNER INFORMATION
--------------	---	-----------------	-----------------------

General Information for Tax Year 2025

Property Class	201 COMMERCIAL-IMPROVED	Unit	52 CITY OF OAK PARK
School District	OAK PARK CITY SCHOOL DIST	Assessed Value	\$257,400
STYLE	Not Available	Taxable Value	\$248,012
User Number Index	Not Available	State Equalized Value	\$257,400
SUBDIVISION	Not Available	Date of Last Name Change	Not Available
RENTAL	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LIBER/PAGE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information**Homestead Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$241,800	\$241,800	\$240,555
2023	\$229,100	\$229,100	\$229,100
2022	\$162,700	\$162,700	\$142,450

Land Information

Zoning Code	LI	Total Acres	0.960
Land Value	\$129,600	Land Improvements	\$19,001
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	31/32/ WAREHOUSE <25M S.F.	Mortgage Code	Not Available
Lot Dimensions/Comments	41,925 SQ. FT.	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	215.00 ft	195.00 ft
Total Frontage: 215.00 ft		Average Depth: 195.00 ft

Legal Description

T1N, R11E, SEC 32 PART OF SW 1/4 OF SW 1/4 BEG AT PT DIST N 151 FT & N 89-57-30 E 460.30 FT & N 01-25-00 W 698.21 FT & N 89-57-30 E 612.95 FT FROM SW SEC COR, TH N 89-57-30 E 245 FT, TH S 01-25-00 E 195 FT, TH S 89-57-30 W 245 FT, TH N 01-25-00 W 195 FT TO BEG EXC E 30 FT 0.97 A9/6/84 FR 027

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	10/01/2010	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Liber/Page	Comments
10/20/2022	\$1,700,000.00	WD	HULL MANAGEMENT LLC	BARTON MALOW COMPANY	58248/489	
09/18/2020	\$450,000.00	PTA	HULL BROTHERS INVESTMENT INC	HULL MANAGEMENT LLC	54882/569	
01/23/2019	\$412,500.00	WD	JONES, HARRY R - FAMILY TRUST	HULL BROTHERS INVESTMENT INC.		
01/27/2015	\$1.00	QC	JONES, HARRY R - FAMILY TRUST	JONES, HARRY R - FAMILY TRUST	47829574 & 47829572	TRUST

Building Information - 14301 sq ft Warehouses - Storage (Commercial)

Floor Area	14,301 sq ft	Estimated TCV	Not Available
Occupancy	Warehouses - Storage	Class	C
Stories Above Ground	1	Average Story Height	20 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1954	Year Remodeled	Not Available
Percent Complete	100%	Heat	Space Heaters, Gas with Fan
Physical Percent Good	Not Available	Functional Percent Good	Not Available
Economic Percent Good	Not Available	Effective Age	Not Available

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13000 W EIGHT MILE RD OAK PARK, MI 48237 (Property Address)

Parcel Number: 52-25-32-351-038 Account Number: 000012964 Business: 000001353 - SMART WAY RECYCLING OF SOUTHFIELD LLC



Item 1 of 2 1 Image / 1 Sketch

Property Owner: BARTON MALOW COMPANY

Summary Information

- > Commercial/Industrial Building Summary

- Yr Built: 1951

- # of Buildings: 1

- Total Sq.Ft.: 95,088
- > Property Tax information found

> Utility Billing information found
- > Assessed Value: \$1,126,900 | Taxable Value: \$975,161

> 36 Building Department records found

> 11 Invoices Found, Amount Due: 0.00

Owner and Taxpayer Information

Owner	BARTON MALOW COMPANY	Taxpayer	SEE OWNER INFORMATION
	26500 AMERICAN DR		
	SOUTHFIELD, MI 48034		

General Information for Tax Year 2025

Property Class	301 INDUSTRIAL-IMPROVED	Unit	52 CITY OF OAK PARK
School District	OAK PARK CITY SCHOOL DIST	Assessed Value	\$1,126,900
STYLE	Not Available	Taxable Value	\$975,161
User Number Index	Not Available	State Equalized Value	\$1,126,900
SUBDIVISION	Not Available	Date of Last Name Change	Not Available
RENTAL	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LIBER/PAGE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$991,000	\$991,000	\$945,840
2023	\$900,800	\$900,800	\$900,800
2022	\$782,900	\$782,900	\$499,848

Land Information

Zoning Code	LI	Total Acres	6.370
Land Value	\$860,600	Land Improvements	\$14,426
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available
ECF Neighborhood	31/32/ WAREHOUSE >25M S.F.	Mortgage Code	Not Available
Lot Dimensions/Comments	277,225 SQ. FT.	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	397.00 ft	698.30 ft
Total Frontage: 397.00 ft		Average Depth: 698.30 ft

Legal Description

T1N, R11E, SEC 32 PART OF SW 1/4 BEG AT PT DIST N 151 FT & E 709.90 FT FROM SW SEC COR, TH N 01-25-00 W 698.24 FT, TH N 89-57-30 E 363.35 FT, TH S 01-25-00 E 195 FT, TH N 89-57-30 E 47 FT, TH S 01-25-00 E 503.30 FT, TH S 89-57-56 W 410.35 FT TO BEG 6.37 A5-31-90 FR 028

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	0
Date Form Filed	10/01/2010	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	Not Available
Split Number	0	Courtesy Split	Not Available
Parent Parcel	No Data to Display		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Liber/Page	Comments
09/08/2022	\$8,000,000.00	WD	B&S PROPERTY HOLDING LLC	BARTON MALOW COMPANY	58128/104	
09/27/2011	\$1.00	LC	GHB, INC	B&S PROPERTY HOLDING, LLC	43838/708	PAYOFF OF LC
09/27/2011	\$800,000.00	MLC	GHB, INC/TISHKEN	B&S PROPERTY HOLDING, LLC	43436/412	LAND CONTRACT

Building Information - 95088 sq ft Industrial - Light Manufacturing (Commercial)

Floor Area	95,088 sq ft	Estimated TCV	Not Available
Occupancy	Industrial - Light Manufacturing	Class	C
Stories Above Ground	1	Average Story Height	21 ft
Basement Wall Height	Not Available	Identical Units	Not Available
Year Built	1951	Year Remodeled	Not Available
Percent Complete	100%	Heat	Package Heating & Cooling
Physical Percent Good	Not Available	Functional Percent Good	Not Available
Economic Percent Good	Not Available	Effective Age	Not Available

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*Passionate People Building
and Revitalizing our World*



**RESOLUTION TO APPROVE A BROWNFIELD PLAN AND REIMBURSEMENT
AGREEMENT FOR THE BARTON MALOW PROJECT LOCATED AT 12990, 12992, 13000
W. EIGHT MILE ROAD AND PARCEL ID: 52-25-32-351-032 IN THE CITY OF OAK PARK
PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE
PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

WHEREAS, The Oak Park City Council previously approved a resolution creating the City of Oak Park Brownfield Redevelopment Authority in accordance with the provisions of the Brownfield Redevelopment Financing Act, Act 381 of Public Acts of the State of Michigan 1996, as amended (the “Act”); and

WHEREAS, The Oak Park City Council supports the redevelopment of environmentally distressed underutilized sites designated as Brownfield; and

WHEREAS, Four (4) parcels of land located at 12990, 12992, 13000 W. Eight Mile Rd. and parcel ID:52-25-32-351-032, have been identified as a “facility” as defined by the Act, all in the City of Oak Park, are referred to herein as the “Property”; and

WHEREAS, A Brownfield Redevelopment Plan (the “Brownfield Plan”) has been prepared in accordance with the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), to restore the economic viability of the Property; and

WHEREAS, The Oak Park Brownfield Redevelopment Authority (the “Authority”), on December 2nd, 2025, voted to recommend that the Oak Park City Council approve the Brownfield Plan for the redevelopment of the Property; and

WHEREAS, The Oak Park City Council held a Public Hearing on December 15, 2025 to receive comments on the Brownfield Plan pursuant to the Act; and

WHEREAS, The Oak Park City Council has made the following determinations and findings:

- A. The Brownfield Plan constitutes a public purpose under the Act;
- B. The Brownfield Plan meets the requirements for a Brownfield Plan as set forth in Section 13 of the Act;
- C. The costs of the eligible activities proposed in the Brownfield Plan are reasonable and necessary to carry out the purposes of the Act;
- D. The amount of captured taxable value estimated to result from adoption of the Brownfield Plan is reasonable.

WHEREAS, In accordance with Section 13 of the Act, the Brownfield Plan provides for capture by the Authority of Tax Increment Revenues generated by the Property to reimburse the costs of Eligible Activities as defined by Section 2(m) of the Act and identified in the Brownfield Plan; and

WHEREAS, The Brownfield Plan provides for capture by the Authority of Tax Increment Revenues to reimburse the Authority’s administrative expenses associated with the Property, and to establish a Local Brownfield Revolving Fund (LBRF) in accordance with Section 8 of the Act; and

WHEREAS, A Reimbursement Agreement has been prepared which sets forth the terms of reimbursement from Tax Increment Revenues generated by the Property under the Brownfield Plan;

NOW THEREFORE BE IT RESOLVED, Pursuant to and in accordance with the provisions of Section 14 of the Act, the Brownfield Plan is hereby approved in the form attached as Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED, That the Reimbursement Agreement is hereby approved in the form attached as Exhibit B to this Resolution.

ON MOTION OF _____, **SECONDED BY** _____,
the foregoing Resolution was adopted by the following vote:

Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on December 15, 2025 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

7.C

AGENDA FOR: December 15, 2025

SUBJECT: Approval of the Barton Malow Brownfield Reimbursement Agreement

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The City of Oak Park has prepared a reimbursement agreement for the Brownfield Plan with Barton Malow. The reimbursement agreement has been reviewed and approved by the City Attorney.

FINANCIAL STATEMENT: TIF capture will be 100% over the term of the plan.

RECOMMENDED ACTION: It is recommended that the City Council approve the Barton Malow Brownfield Plan Reimbursement Agreement as proposed and allow City Manager Tungate to sign on behalf of the City of Oak Park.

EXHIBITS:

1. Barton Malow_Reimbursement Agreement

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 December 15, 2025, ("Effective Date") between **Barton Malow Company**, (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 12990, 12992, 13000 W Eight Mile Road and parcel ID: 52-25-32-351-032 commonly known as the Barton Malow Company (the "Project" or "Development"), as described on attached **Exhibit A**, to be located on the property described on the attached **Exhibit B** (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 (the "Brownfield Plan", attached as **Exhibit C**) 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, Public Acts of 1996, MCL 125.2652(o) 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, as amended, and the Brownfield Plan approved by the BRA (the "Tax Increments"). 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.

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

(c) “Brownfield Plan” means the Brownfield Plan, as defined under Act 381, and originally adopted December 15, 2025, and attached as **Exhibit C**.

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

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

(f) “Development” means the site work, building construction, utilities, and equipment relating to the eligible property as described on attached **Exhibit A**.

(g) “Eligible Activities” means those response activities as defined by Sec. 2(o) of Act 381, Public Acts of 1996, as amended, MCL 125.2652(o), or approved by the Michigan Department of Environment, Great Lakes and Energy (EGLE) or the Michigan Strategic Fund (MSF) as part of the approved Act 381 Work Plan or MSF Work Plan.

(h) “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.

(i) “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 Act 381 Work Plan.

(j) “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 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.

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

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

(m) “Maximum Cost of Eligible Activities” means the BRA’s maximum obligation to pay for the Eligible Activities and not to exceed the amounts set forth in the approved Brownfield Plan.

(n) “Owner” means, Barton Malow Company.

(o) “Property” means the real property located in the City of Oak Park, Oakland County, and State of Michigan, as described in attached **Exhibit B**, if applicable, and made a part hereof.

(p) “Tax Increment Revenues or TIR” means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Project Site during the life of the Brownfield Plan.

(q) “Transaction Costs” means 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 Development, 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 the loan proceeds and tax increments revenues; oversight and review; and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan, and this Agreement, or other related agreements with Owner, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

(r) “State Brownfield Redevelopment Fund” The state brownfield redevelopment fund captures 50% of the state education tax and is created as a revolving fund within the Department of Treasury to be administered as provided in this section. The state treasurer shall direct the investment of the state brownfield redevelopment fund. Money in the state brownfield redevelopment fund at the close of the fiscal year shall remain in the state brownfield redevelopment fund and shall not lapse to the general fund.

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. The Owner shall proceed with the development and the obligations under this Agreement at its discretion in accordance with the approved site plan. If it decides to do so, it shall proceed with due care and diligence and commence and complete the Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Covenant to pay Financial Obligations. The Development will utilize the EGLE Grant funds and the Owner's own funds to pay for the eligible activities under the Brownfield Plan and receive reimbursement from the BRA (also referred to as the "Debt Obligation") for the Owner's own funds, to the extent of available Tax Increment Revenues for payment of the Eligible Activities in accordance with the terms of this Agreement the Brownfield Plan. The property Tax Increment Revenues captured bi-annually from the Property by the BRA shall then be reimbursed in the following order of priority:

- (a) First, the Tax Increment Revenues (TIR) will be applied to the BRAs administrative and the BRAs Transaction Costs, and to the State Brownfield Redevelopment Fund;
- (b) Second, the TIR will be paid by the BRA to reimburse the Owner on a yearly basis for those approved Eligible Activities remaining following the requirements set forth in subsections (a), above, with the Owner receiving the balance remaining of TIR reimbursement on a yearly basis after all other Debt obligations are met.
- (c) Third, once the Owners dept obligations are met, the remaining TIR capture shall fund the LBRF.

It is anticipated that there will be sufficient available Tax Increment Revenues to meet the obligations under this Agreement. However, if for any reason the Development does not result in sufficient revenues 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 Tax Increment Revenues, and if for any reason the Tax Increment Revenues are insufficient or there are none, then Owner assumes full responsibility for any such loss or cost.

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

- (a) Approval by the City and the BRA of the Brownfield Plan, as amended or supplemented.
- (b) 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 and any Financing Agreement or other agreement with BRA, and all preconditions to the performance of the Owner shall have been satisfied.

- (c) Owner shall provide written proof of waivers of liens by any Environmental Consultant or any Contractor providing services as described in this Agreement.
- (d) Owner shall pay all real estate tax obligations when due, and will not challenge property assessments, special assessments, utility rates, and fees, should the Owner wish to receive reimbursement under this Brownfield Plan.
- (e) BRA shall only be obligated to reimburse the Debt Obligation that has been reviewed and approved by the BRA. Approval of the application 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 tax increment financing prior to review or approval of invoices. 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, as well as the policies and procedures of the BRA for review and approval of invoices. All invoices for any Eligible Activities on the Site must be submitted to the BRA for its review within twenty-four months from the date of the invoice, with the exception of the pre-approved exempt activities as defined under the Act 381 Work Plan guidance document, of November, 2025 these can go back up to 7 years prior to the adoption of the Brownfield Plan.

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 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 (as defined in Sec. 6.1) or 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 Owner also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in successfully enforcing or pursuing any obligation of or claim against the Owner or Owner's Environmental Consultant or Contractors under this Agreement or any related agreement. To the extent that the enforcement of such obligation or claim involves a claim against an Environmental Consultant or Contractor who performs work or services under the terms or within the scope of this Agreement, the Environmental Consultant's or Contractor's agreement with the Owner shall be deemed to be a third-party beneficiary contract in favor of the BRA or any Indemnified Persons.
- (d) The Owner shall assure that to the extent an Environmental Consultant or Contractor provides services toward completion of any Eligible Activities, at a minimum, the Environmental Consultant or Contractor shall provide to the BRA and the City proof of insurance set forth in Sec. 6.12 of this Agreement.
- (e) The Owner shall obtain written acknowledgment that the Environmental Consultant or any Contractor could be liable to BRA for all damage, loss, injury or expense to the extent such person or entity's acts or omissions arising out of the performance of activities on the Property are actionable negligence or gross negligence, or constitute intentional misconduct; the Consultant or any Contractor shall be liable for contribution to BRA for any such damage, loss, injury or expense of a third party arising out of such activities, notwithstanding Sec. 20128 of the NREPA, MCL 324.20128, for releases aggravated or proximately caused by the Environmental Consultant or Contractor. This paragraph shall not affect any other liabilities or remedies of the BRA.
- (f) Notwithstanding any other provision of this Agreement, the Owner shall obtain their Environmental Consultant's and other Contractors' written agreements to defend, indemnify and hold harmless the Indemnified Persons against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment, to the same extent as the Owner's indemnification provisions under this Section. This indemnity shall only apply to the Environmental Consultant's or Contractor's actions, and the Consultant or Contractor shall have no obligation to indemnify, defend or hold harmless the Indemnified Persons for any loss, liability, claim, damage, cost or expense arising out of, related to or resulting from any activities performed by other Environmental Consultants or Contractors on the Property.
- (g) The indemnity provisions shall survive the term of this Agreement.
- (h) Proof of insurance required in subparagraph (d), the written acknowledgment in subparagraph (e), and the written agreement(s) in subparagraph (f) shall be filed with the BRA before any work begins or before any reimbursement under the terms of this agreement.

- (i) A breach of the foregoing provisions of Sec. 2.3 at the option of BRA constitutes, or will result in, a breach of the Development Agreement.

Section 2.4 Site Access. The Owner shall grant the BRA and EGLE, or their designated agents, access to the Site to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. Site access shall include the right to perform any eligible activities by the BRA, as provided in the Brownfield Plan and Work Plan, in the BRA's discretion. The BRA shall give the Owner 24 hours written notice of its intent to access the site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the BRA shall give notice as is reasonable and practicable under the circumstances.

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 to complete Eligible Activities and construct the Development, as contemplated herein, 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. Upon the Owner's satisfactory completion of the Eligible Activities described in **Exhibit C**, as amended or supplemented, pursuant to this Agreement, and where applicable, approved by the BRA, the BRA shall reimburse the Owner subject to and in accordance with the terms set forth in this Agreement. The Owner shall have sole responsibility to pay the Owner's Environmental Consultant and/or Contractors for completion 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, or approval of the BRA, the Owner shall bear such costs without any obligation on the part of BRA. If the costs of Eligible Activities set forth in **Exhibit C**, as amended or supplemented, are less than such Maximum Cost, then the Owner shall have no further right of reimbursement beyond its actual costs.

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 completion of 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 and is authorized by Act 381, as amended and

has been completed and approved in accordance with the following procedure and this Agreement, Owner shall be entitled to reimbursement of its Eligible Activities expenses.

- (a) The Owner shall submit invoices of its expenses and a written statement demonstrating a factual basis that it has completed any Eligible Activities to the BRA Chairperson, for preliminary review and approval, within 180 days of Owner's payment of invoice. Pursuant to Section 2.2, above, the BRA shall not have any obligation to reimburse any invoice that is submitted to the Authority later than one year after the original invoice date, unless this is a preapproved exempt activity, regardless of when payment on the invoice was made. The Owner shall submit invoices 30 days before the next regularly scheduled meeting of the BRA. Within 30 days of receipt of the invoice, the BRA Chairperson shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of the BRA. In the event of an objection to the invoice, the BRA Chairperson will notify the Owner, and the Owner shall meet with the BRA Chairperson and resolve or cure the objection. If the BRA does not authorize payment on an invoice, then there shall be no obligation on the part of the BRA to pay the invoice.
- (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 Tax Increments 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.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) The Developer has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (h) The Developer retains an Environmental Consultant or Contractor to advise, conduct, or complete the Eligible Activities related to the Pay-As-You-Go obligations as set forth in this Agreement.
- (i) There is no change in law which would have one or more of the effects described above.
- (j) Any Tax Increment Revenues owed to a prior owner of the Site for Eligible Activities undertaken on the Site shall be paid to the prior owner of the Site pursuant to the policies and procedures of the BRA unless otherwise directed by written agreement between the prior owner and the Developer. The Developer has no right to any Tax Increment Revenues for any Eligible Activity undertaken on the Site prior to its purchase of the Site and approval of the Brownfield Plan.
- (k) 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.
- (l) During the term reimbursement, the Owners shall provide to the BRA an annual report of investment made; number of residential units; 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(s) ("Environmental Consultant") and/or other competent and qualified contractors or subcontractors ("Contractors") to conduct and complete the Eligible Activities set forth in this Agreement and as set forth in the the Brownfield Plan, as amended or supplemented, and to meet any due care obligation under Sec. 20107a, NREPA, MCL 324.20107a, in accordance with any EGLE requirements and approval. Each Environmental Consultant or Contractor hired by Owner shall be responsible for the activities that they perform on the Property, but the Environmental Consultant or Contractor shall not be liable for the actions of any persons performing work on the Property that are not performing work directly or indirectly for the Environmental Consultant or Contractor.

Section 6.2 Permits. The Environmental Consultant or Contractors shall examine all permits and licenses pertaining to the Site or Development to determine whether all permits and licenses required to be issued by any governmental authority on account of any or all of the activities on the Site or the Development have been obtained or issued and are in full force and effect, and whether the Site or the Development and the activities there are in compliance with the terms and

conditions of such permits and licenses, but limited to only those Eligible Activities performed by Owner's Environmental Consultant or Contractors, and specifically excludes all other activities performed by other Environmental Consultants or Contractors performing activities retained by another third party.

Section 6.3 ASTM and Industry Standards. The Owner, Environmental Consultant, or Contractors shall perform all services and Eligible Activities under this Agreement in accordance with any applicable *ASTM* or other industry standards.

Section 6.4 Other Services Performed for Owner. It is expressly understood that BRA is not responsible for payment or reimbursement of any services for or expenses incurred by the Environmental Consultant and/or Owner that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement. 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 6.5 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 Owners 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 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 Development and Reimbursement Agreement, or in connection with the Development.

Section 6.6 Other Agreements. The Owner covenants that it will obtain a warranty from the Environmental Consultant or Contractor that it is not a party to any other existing or previous agreement which would adversely affect the Environmental Consultant's or Contractor's ability to perform the services with respect to the Eligible Activities.

Section 6.7 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 6.8 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 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 6.9 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 6.10 Environmental Consultant or Contractor Insurance. 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 million 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 million per occurrence.
- (d) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1 million per occurrence.
- (e) The Owner shall furnish to BRA a certified copy of such policies of insurance within 30 days of the date of 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 6.12(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 6.12(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 limited liability company 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 or its agents or Contractors under the terms of this Agreement.
- (e) Owner shall comply with all due care obligations under Sec. 7a of Part 201 of the NREPA.
- (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 million per occurrence.

The Owner shall furnish to BRA a certified copy of such policies within 14 days of the date of this Agreement, and the period of coverage shall commence with the date of performance of the first Eligible Activity. BRA will review the certified policies within 14 days of their receipt to determine if the insurance requirements have been satisfied. If the policies do not fully cover the Owner's liability, including indemnity obligations, under this Agreement, then the BRA reserves its right to increase the amount of other financial assurances under Article 8 of this Agreement. The limits of insurance shall not be construed as a limitation on the Owner's liability for damages, costs or expenses under this Agreement.

Section 8.2 Deduction from Owner's Right to Reimbursement. The Owner grants the BRA the right to deduct or set off from any reimbursement obligation to Owner any Transaction Costs incurred by the BRA as a result of the successful enforcement of the terms of this agreement upon the occurrence of a breach of this Agreement or Event of Default by the Owner.

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 terminate this agreement by giving written notice to the defaulting party, and the defaulting party shall have 28 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at

the election of such non-defaulting party, may obtain 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 Tax Valuation and Payment of Tax Increment Revenue Shortfall. Owner and BRA have entered into this Agreement in reliance on certain assumptions about the increase in tax value of the Property that will be created by the Development, as contained in the Brownfield Plan approved on December 15, 2025, attached as **Exhibit C**. Owner waives, to the full extent authorized by law, any right to appeal the tax valuation of the Property during the time that Tax Increment Revenues are being captured by the BRA to pay back any obligation pursuant to this Agreement. Owner further agrees that if there is a tax appeal of the valuation of all or any part of the Property during the time of TIR capture provided for in the Brownfield Plan and this Agreement, whether by Owner, a future tenant or any other future owner, Owner shall be responsible for paying BRA the difference between the anticipated TIR capture in **Exhibit C** and the actual TIR capture as a result of any reduction in the assessed value of all or part of the Property. This obligation may be assigned by written agreement between Owner and any future tenant or owner of the Property but only with prior approval by the BRA. A copy of such assignment shall be provided to the BRA.

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 under the Debt Obligation and shall not 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, a
Michigan public authority and body corporate
Add Address: 14000 Oak Park Blvd., Oak Park MI 48237

By: _____

Print Name: Erik Tungate

Its: City Manager

With copies to:

City Council:

Oak Park City Council
14000 Oak Park Blvd., Oak Park MI 48237

Mayor Marian McClellan
Mayor Pro Tem Julie Edgar
Councilmember Solomon Radner
Councilmember Shaun Whitehead
Councilmember Stephanie Crawford

If to the Owner:

Barton Malow Company
26500 American Drive
Southfield, MI 48034
Attn: Brandon Booth

With copies to:

Johannah Steinbrecher-Booker

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. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, 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.

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 resolved by a court of competent jurisdiction sitting in Plymouth City, Michigan.

Section 10.14 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.

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**
Barton Malow Company
26500 American Drive
Southfield, MI 48034
Attn: Brandon Booth

By:
Its: Managing Member

CITY OF OAK PARK BROWNFIELD
REDEVELOPMENT AUTHORITY

By: Joe Brown
Its: Chairperson

Approved as to form:

By: Authorized agent
Its: BRA/City Attorney



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

Invoice 656512

December 8, 2025

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, November 30, 2025

\$15,166.66

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$15,166.66

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



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

December 8, 2025

Invoice 656512

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

Re: In Re: City of Oak Park

Client 7406 Matter 1

For Legal Services Rendered Through 11/30/2025

Date	Timekpr	Description of Services Performed	Hours
10/31/25	EDUFF	Attend conference with Attorney Krause regarding pending legal matters	1.00
11/01/25	CKRAU	Correspondence from Mark Hotz re update from FOIA requestor.	.10
11/02/25	CKRAU	Prepare responsive correspondence to Dan Fairless confirming review and approval of proposed asbestos abatement RFP.	.10
11/02/25	CKRAU	Prepare correspondence to Brittany Toth regarding Municipal Website compliance under the ADA.	.20
11/02/25	CKRAU	Critical analysis of the proposed asbestos abatement RFP pursuant to the request of Dan Fairless.	.30
11/03/25	CKRAU	Correspondence from Dan Fairless regarding campus building asbestos abatement.	.10
11/03/25	CKRAU	Correspondence from Dave DeCoster regarding clarification on outstanding invoices for 14070 Winchester.	.10
11/03/25	CKRAU	Follow up correspondence from Steve Lukasik regarding clarification on invoices for 14070 Winchester.	.10
11/03/25	CKRAU	Correspondence from Kim Marrone regarding certified letter from Dish Wireless.	.10
11/03/25	CKRAU	Critical analysis of letter received from DISH Wireless regarding cellular lease.	.20
11/03/25	CKRAU	Meeting with Kim Marrone regarding outstanding invoices for Winchester property and Oakland County Tax Foreclosure.	.20
11/03/25	CKRAU	Meeting with Council Members Edgar and Crawford regarding extended absence of Board and Commission member.	.20
11/03/25	CKRAU	Prepare responsive correspondence to Dave DeCoster regarding issue with invoices and SAD for 14070 Winchester.	.20
11/03/25	CKRAU	Correspondence from City Clerk regarding training for Boards and Commissions.	.20
11/03/25	CKRAU	Prepare responsive correspondence to Dave DeCoster regarding outstanding invoices for 14070 Winchester.	.20
11/03/25	CKRAU	Meeting with Salam Habhab regarding group home zoning issues and request from Code to expand scope of required inspections.	.30
11/03/25	CKRAU	Meeting with City Manager and Deputy City Manager prior to Special City Council Meeting for Naming Rights Policy discussion.	.50
11/03/25	CKRAU	Attend Special City Council meeting re Naming Rights and Branding policy.	1.00
11/03/25	CKRAU	Attendance at Regular City Council Meeting, inclusive of travel time.	2.00

11/03/25	EDUFF	Review and analysis of correspondence from Director Lukasik regarding Winchester SAD	.10
11/03/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding roll to tax issue with Winchester property	.10
11/03/25	EDUFF	Critical review and analysis of correspondence from Director Marrone regarding correspondence from Dish Wireless	.10
11/03/25	EDUFF	Critical review and analysis of correspondence from Dish Wireless with reference to FCC changes that exempt them from the regulatory process	.10
11/03/25	EDUFF	Review and analysis of correspondence from Director DeCoster regarding agreement with Attorney Krause relative to Winchester recommendations	.20
11/03/25	EDUFF	Review and analysis of the Mayor's Message	.30
11/03/25	EDUFF	Critical review and analysis of multiple correspondence relative to Winchester SAD invoices	.50
11/03/25	EDUFF	Critical review and analysis of Federal regulations relative to ADA compliant municipal websites (78 pages)	1.00
11/04/25	CKRAU	Correspondence from Kim Marrone regarding request for review of public notice for OPRA district.	.10
11/04/25	CKRAU	Prepare correspondence to DISH requesting a meeting to discuss lease termination letter.	.10
11/04/25	CKRAU	Follow up correspondence from Kim Marrone regarding certified letter from DISH Wireless.	.10
11/04/25	CKRAU	Correspondence from Kim Marrone regarding OPRA application to personal property.	.10
11/04/25	CKRAU	Responsive correspondence from assessor regarding OPRA.	.10
11/04/25	CKRAU	Follow up correspondence from Kim Marrone regarding OPRA.	.10
11/04/25	CKRAU	Correspondence from Brittany Toth regarding ADA website compliance.	.10
11/04/25	CKRAU	Correspondence from Erik Tungate regarding certified letter from DISH Wireless.	.10
11/04/25	CKRAU	Critical analysis of correspondence from Mark Hotz and Public Safety regarding FOIA request for Tamara Ackerman.	.20
11/04/25	EDUFF	Review and analysis of correspondence from M. Hotz regarding upload of FOIA response documents	.10
11/04/25	EDUFF	Review and analysis of correspondence from City Manager Tungater regarding request for explanation of Dish notice	.10
11/04/25	EDUFF	Review and analysis of correspondence from J. Johnson regarding EDRO inquiry	.10
11/04/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding request to meet and discuss Site Lease Agreement	.20
11/04/25	EDUFF	Review and analysis of food assistance notice	.20
11/04/25	EDUFF	Review and analysis of correspondence from S. Prister regarding upload of FOIA response documents	.20
11/04/25	EDUFF	Review and analysis of correspondence from Clerk Hotz regarding update on correspondence from FOIA requester	.30
11/04/25	EDUFF	Critical review and analysis of correspondence from Director Marrone regarding request to review public notice relative to OPRA	.40
11/05/25	CKRAU	Correspondence from Kim Marrone regarding status of review of OPRA district request.	.10
11/05/25	CKRAU	Correspondence from Stacey Johnson regarding 2026 Sewer Lining Project.	.10
11/05/25	CKRAU	Correspondence from Jo Lynn Williams regarding presentation slide for Board and Commission training.	.10
11/05/25	CKRAU	Correspondence from Mark Hotz (x2) regarding FOIA request involving Ackerman and the library counsel.	.20
11/05/25	CKRAU	Travel time to the City of Oak Park for attendance at Management Meeting.	.90

11/05/25	CKRAU	Meeting with City Clerk's office to finalize PowerPoint presentation for Board and Commission Training.	1.00
11/05/25	CKRAU	Attend Management Meeting at the City of Oak Park.	2.10
11/05/25	EDUFF	Review and analysis of correspondence from B. Toth regarding ADA website compliance	.10
11/05/25	EDUFF	Review and analysis of correspondence from Director Marrone regarding Dish letter	.10
11/05/25	EDUFF	Critical review and analysis of correspondence from Clerk Hotz regarding follow up on FOIA request	.20
11/05/25	EDUFF	Review and analysis of correspondence from A. Owarzek regarding printer roll out	.20
11/05/25	EDUFF	Review and analysis of correspondence from Director Marrone regarding request to review proposed OPRA posting	.30
11/05/25	EDUFF	Review and analysis of correspondence from S. Young regarding sewer lining project extension	.30
11/05/25	EDUFF	Critical review and analysis of correspondence from Clerk Hotz regarding request for guidance and recommendation for response to FOIA request	.50
11/06/25	CKRAU	Responsive correspondence from Kim Marrone regarding revisions to public notice re creation of OPRA district.	.10
11/06/25	CKRAU	Prepare responsive correspondence to Kim Marrone regarding suggested revisions to public notice regarding OPRA district request.	.10
11/06/25	CKRAU	Prepare responsive correspondence to Kim Marrone regarding OPRA district request.	.10
11/06/25	CKRAU	Prepare responsive correspondence to Mark Hotz with recommendations for handling FOIA response re Ackerman.	.20
11/06/25	CKRAU	Prepare responsive correspondence to Kim Marrone providing clarification on proposed public notice for OPRA district creation.	.30
11/06/25	CKRAU	Further exchange of correspondence with Kim Marrone (x3) regarding OPRA notice.	.30
11/06/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding legal review and approval of revised version of public notice	.10
11/06/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding additional revisions required to OPRA public notice	.10
11/06/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding review, approval and requirements for public notice of OPRA	.20
11/06/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding response to library's concern over response to FOIA request	.20
11/06/25	EDUFF	Review and analysis of correspondence from Director Marrone regarding request for review of updated version of notice of public hearing on OPRA	.20
11/06/25	EDUFF	Review and analysis of correspondence from Director Marrone regarding request to review revised OPRA posting	.30
11/06/25	EDUFF	Conference with Attorney Krause regarding pending legal matters (FOIA request and demand for refund of overpayment to seasonal employee)	.50
11/06/25	ZBOWM	Began drafting proposed Social Media Policy for Oak Park governmental employees.	2.10
11/07/25	CKRAU	Correspondence from court officer regarding final invoice for Nine Mile eviction.	.10
11/07/25	EDUFF	Critical review and analysis of summary report on City Council meeting held November 3	.40
11/09/25	CKRAU	Prepare responsive correspondence to Court Officer confirming receipt of invoice for Nine Mile eviction.	.10
11/09/25	CKRAU	Prepare correspondence to Kim Marrone regarding invoice for eviction on Nine	.10

		Mile.	
11/09/25	CKRAU	Responsive correspondence from Kim Marrone regarding payment of invoice for Nine Mile eviction through Corridor Improvement Authority.	.10
11/09/25	CKRAU	Prepare follow up correspondence to Kim Marrone confirming that there are no further costs associated with Nine Mile eviction to be billed.	.10
11/09/25	CKRAU	Prepare correspondence to the Clerk's office regarding final revisions to Boards and Commission Training slides.	.20
11/09/25	CKRAU	Complete final review and revisions to Power Point slides for Board and Commission Training.	1.00
11/10/25	CKRAU	Correspondence from the SBA lease representative regarding proposal to extend existing lease.	.10
11/10/25	CKRAU	Correspondence from Dan Fairless regarding Boards and Commissions training.	.10
11/10/25	CKRAU	Phone call to City Clerk regarding Boards and Commission training.	.20
11/10/25	CKRAU	Meeting with the Clerk's office to prepare for Boards and Commissions Training.	2.00
11/10/25	CKRAU	Appear for Boards and Commissions Training at City Hall (inclusive of travel time).	2.50
11/10/25	EDUFF	Review and analysis of correspondence from Director Allen regarding telephone call from attorney seeking deposition of a public safety officer	.10
11/10/25	EDUFF	Review MML Live with the League relative to best practices for implementing zoning amendments	1.00
11/11/25	CKRAU	Prepare correspondence to Kim Marrone and Erik Tungate regarding communication from SBA lease representative.	.10
11/11/25	CKRAU	Correspondence from Ed Norris regarding Boards and Commissions training.	.10
11/11/25	CKRAU	Correspondence from Kim Marrone regarding SBA lease buyout.	.10
11/11/25	EDUFF	Review and analysis of correspondence from Attorney McArdle regarding request for deposition of Public Safety Officer	.20
11/12/25	CKRAU	Correspondence from Ed Norris regarding FOIA response re Tamera Ackerman.	.10
11/12/25	CKRAU	Correspondence from Steven Lukasik regarding roll to tax on 14070 Winchester.	.10
11/12/25	CKRAU	Correspondence from Dave DeCoster regarding roll to tax on 14070 Winchester.	.10
11/12/25	CKRAU	Correspondence from library director Kimberly Schaaf regarding Tamera Ackerman FOIA.	.10
11/12/25	CKRAU	Correspondence from Ed Norris re FOIA documents from the library.	.10
11/12/25	CKRAU	Phone call from Salam Habhab requesting legal guidance on issue with parcel split involving Toras Chaim Synagogue.	.10
11/12/25	CKRAU	Correspondence from Primestar Asset regarding status of tax refund for 2024.	.10
11/12/25	CKRAU	Conference call with Kim Marrone regarding outstanding invoices for 14070 Winchester.	.20
11/12/25	CKRAU	Prepare responsive correspondence to Dave DeCoster regarding recommendations for roll to tax on 14070 Winchester.	.20
11/12/25	CKRAU	Complete presentation of final Boards and Commissions Training Session at the City of Oak Park (includes travel time).	2.00
11/12/25	CKRAU	Appearance at the City of Oak Park for Boards and Commissions Training (inclusive of travel time)	3.00
11/12/25	EDUFF	Review and analysis of correspondence from Director DeCoster regarding request for legal to give final call on Winchester SAD	.10
11/12/25	EDUFF	Review and analysis of correspondence from K. Shaaf regarding Ackerman FOIA request	.10
11/12/25	EDUFF	Review and analysis of correspondence from Director Lukasik regarding Winchester invoices for roll to tax	.10
11/12/25	EDUFF	Review and analysis of correspondence from J. Johnson regarding question relative to retiree health insurance	.10

11/12/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding deadline for Winchester SAD roll to tax	.20
11/12/25	EDUFF	Review and analysis of correspondence from Attorney Gillooly regarding reply to Attorney McArdle's request for deposition of Public Safety Officer	.20
11/12/25	EDUFF	Review and analysis of correspondence from City Manager Tungate regarding notice of construction on I696	.20
11/12/25	EDUFF	Review and analysis of correspondence from Director DeCoster regarding Cable Building Clean Out	.20
11/12/25	EDUFF	Critical review and analysis of correspondence from Clerk Norris regarding T. Ackerman FOIA for information from the library	.30
11/13/25	CKRAU	Draft correspondence to Steve Lukasik regarding tax refund issued to Primestar re Crown Pointe building.	.10
11/13/25	CKRAU	Correspondence from the City Clerk regarding agenda packet for November 17.	.10
11/13/25	CKRAU	Correspondence from the Mayor regarding training for Boards and Commission members.	.10
11/13/25	CKRAU	Correspondence from library director regarding FOIA request for documents concerning Tamera Ackerman.	.10
11/13/25	CKRAU	Correspondence from Steven Lukasik regarding status of tax refund to Primestar Asset LLC.	.10
11/13/25	CKRAU	Prepare responsive correspondence to Steven Lukasik regarding amount of tax refund due to Primestar Asset LLC.	.10
11/13/25	CKRAU	Correspondence from Carla Allen regarding inquiry about police officer deposition.	.10
11/13/25	CKRAU	Correspondence from Steve Lukasik regarding tax refund for Primestar Asset.	.10
11/13/25	EDUFF	Review and analysis of correspondence from J. Johnson regarding retiree EDRO question	.10
11/13/25	EDUFF	Review and analysis of correspondence from K. Schaaf regarding objection to request for library records	.20
11/13/25	EDUFF	Preparation of correspondence to Director Allen regarding request for public safety officer's deposition	.20
11/13/25	EDUFF	Critical review and analysis of the City of Oak Park retirement ordinance relative to post retiree health care benefits	.30
11/13/25	EDUFF	Preparation of correspondence to J. Johnson regarding recommendation for public safety employee to consult with counsel relative to post retirement health care benefits	.30
11/13/25	EDUFF	Critical review and analysis of correspondence from S. Habhab regarding request to review proposed parcel combination	.50
11/13/25	EDUFF	Critical review and analysis of agenda packets for special and regular meetings of Oak Park City Council	1.00
11/14/25	CKRAU	Correspondence from Primestar Asset regarding status of tax refund.	.10
11/16/25	CKRAU	Correspondence from Erik Tungate regarding SBA lease extension request.	.10
11/17/25	CKRAU	Correspondence from Carla Allen regarding police officer deposition.	.10
11/17/25	CKRAU	Correspondence from Kim Marrone requesting review of public notice.	.10
11/17/25	CKRAU	Prepare responsive correspondence to Kim Marrone regarding public notice under the OPRA.	.10
11/17/25	CKRAU	Responsive correspondence from Kim Marrone regarding OPRA notice.	.10
11/17/25	CKRAU	Correspondence from counsel for Impulso regarding proposed resolution of Tax Tribunal Appeal at former Walgreens store.	.10
11/17/25	CKRAU	Correspondence from Ed Norris re additional guidance requested on Tamera Ackerman FOIA and asking that our office contact the library's attorney for further clarification.	.10

11/17/25	CKRAU	Phone call to the attorney for the Oak Park Public Library. Not available. Left voicemail.	.10
11/17/25	CKRAU	Second correspondence from Ed Norris re additional information on background surrounding Tamera Ackerman FOIA request.	.10
11/17/25	CKRAU	Prepare responsive correspondence to Ed Norris confirming that our office left a voicemail with the attorney for the library to discuss the library's requirements to release information to a legal guardian.	.10
11/17/25	CKRAU	Responsive correspondence from attorney Stephen Polter with counter-proposal for resolution of tax appeal filed by Impulso.	.10
11/17/25	CKRAU	Prepare follow up correspondence to counsel for Impulso regarding resolution of Tax Appeal and advising that any further offers will need to be considered by City Council at the December Council meeting.	.10
11/17/25	CKRAU	Third correspondence from counsel for Impulso advising that his client will wait for further direction from City Council regarding counter-offer for Tax Appeal.	.10
11/17/25	CKRAU	Prepare responsive correspondence to counsel for Plaintiff regarding proposed resolution of Tax Appeal at former Walgreens store.	.20
11/17/25	CKRAU	Complete revisions to public notice under the OPRA pursuant to the request of Kim Marrone.	.20
11/17/25	CKRAU	Attend City of Oak Park Special City Council Meeting re selection of construction manager for community center.	2.00
11/17/25	CKRAU	Attend the City of Oak Park Regular City Council Meeting (inclusive of round trip travel time).	3.40
11/17/25	EDUFF	Review and analysis of correspondence from Clerk Norris regarding request for call with library board's counsel	.20
11/17/25	EDUFF	Critical review and analysis of correspondence from Director Marrone regarding request for review of public notice for OPRA	.30
11/18/25	CKRAU	Prepare responsive correspondence to Stacey Johnson in Engineering confirming review and approval of specs for 2026 sewer lining project.	.10
11/18/25	CKRAU	Correspondence from counsel for Plaintiff regarding proposed consent judgment in tax Tribunal matter re Impulso v. City of Oak Park.	.10
11/18/25	CKRAU	Correspondence from Steve Lukasik regarding invoices for 14070 Winchester.	.10
11/18/25	CKRAU	Correspondence from Stacey Johnson in Engineering regarding status of review of specs for 2026 sewer lining project.	.10
11/18/25	CKRAU	Prepare responsive correspondence to Steve Lukasik addressing request from owner at 14070 Winchester for letter from the City confirming that there are no liens or encumbrances on the property.	.20
11/18/25	CKRAU	Critical analysis of specs for 2026 sewer lining project (95 pages).	.70
11/18/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding approval of extension documents for sewer lining project	.10
11/18/25	EDUFF	Critical review and analysis of correspondence from Attorney C. Krause regarding library's opposition to Ackerman FOIA request	.30
11/18/25	EDUFF	Critical review and analysis of multiple correspondence relative to Winchester invoices	.40
11/19/25	CKRAU	Correspondence from Carla Allen regarding payroll issue with former employee.	.10
11/19/25	EDUFF	Review and analysis of correspondence from Director DeCoster regarding Cable Building clean out	.20
11/19/25	EDUFF	Review and analysis of correspondence from Director Toth regarding 2026 calendar information	.20
11/19/25	EDUFF	Review and analysis of 2nd correspondence from Director Toth regarding 2026 calendar information	.20
11/19/25	EDUFF	Critical review and analysis of correspondence from Director Allen regarding	.30

		recent communications with T. Carter	
11/20/25	CKRAU	Correspondence from City Clerk Norris regarding agenda for December 1 City Council meeting.	.10
11/20/25	CKRAU	Prepare responsive correspondence to Clerk Norris regarding closed session needed for the December 1 City Council meeting.	.10
11/20/25	CKRAU	Correspondence from Kim Marrone regarding public notice for Brownfield on Eight Mile parcels.	.10
11/20/25	CKRAU	Prepare responsive correspondence to Kim Marrone regarding revised public notice for Brownfield Authority.	.20
11/20/25	CKRAU	Draft revised public notice for public hearing on Brownfield Plan for Eight Mile-Fern parcels to comply with statutory requirements for publication with reference to current assessor data for location, parcel sizes, and description of current uses.	1.00
11/20/25	EDUFF	Review and analysis of correspondence from Clerk Norris regarding agenda item deadlines for next City Council meeting	.10
11/21/25	CKRAU	Correspondence from Kim Marrone regarding Brownfield Notice.	.10
11/21/25	CKRAU	Correspondence from Clerk Norris regarding Special City Council Organizational meeting.	.10
11/21/25	CKRAU	Correspondence from Dave DeCoster regarding unsold properties (x2) from 2025 Oakland County Land Sale Auctions.	.10
11/21/25	CKRAU	Correspondence from Kim Marrone regarding 2025 unsold County Land Sale properties.	.10
11/21/25	CKRAU	Responsive correspondence from Dave DeCoster regarding recommendation for handling unsold properties from the 2025 Oakland County Land Sale Auction.	.10
11/21/25	CKRAU	Correspondence from Steve Lukasik regarding invoices for 14070 Winchester.	.10
11/21/25	CKRAU	Prepare responsive correspondence to Dave DeCoster and Kim Marrone with recommendations for unsold properties from the 2025 Oakland County Land Sale auctions.	.30
11/21/25	CKRAU	Critical analysis of title information and legal descriptions for two parcels that were not sold at 2025 Oakland County Land Sale, likely due to survey errors.	1.10
11/21/25	EDUFF	Review and analysis of correspondence from A. Owarzek regarding printer pickup	.10
11/21/25	EDUFF	Review and analysis of correspondence from Clerk Norris regarding invitation to organizational meeting of City Council	.10
11/21/25	EDUFF	Critical review and analysis of correspondence from S. Lukasik relative to Winchester invoices	.20
11/21/25	EDUFF	Critical review and analysis of multiple correspondence relative to unsold properties	.50
11/21/25	EDUFF	Critical review of report, expert analysis, deposition transcript and dispositive motion in Clemons vs. Oak Park (78 pages)	.80
11/22/25	CKRAU	Correspondence from Erik Tungate regarding unsold properties from the 2025 Oakland County Land Sale.	.10
11/22/25	CKRAU	Correspondence from Kim Marrone regarding unsold properties from the 2025 Oakland County Land Sales.	.10
11/22/25	EDUFF	Review and analysis of correspondence from Director Marrone regarding next steps with unsold properties	.10
11/22/25	EDUFF	Review and analysis of correspondence from City Manager Tungate regarding next steps with unsold properties	.10
11/23/25	CKRAU	Correspondence from Dan Fairless regarding FOIA request for contractor insurance information.	.10
11/23/25	CKRAU	Prepare responsive correspondence to Dan Fairless with guidance on handling FOIA request for contractor insurance information.	.30

11/24/25	CKRAU	Critical analysis and approval of agenda item for closed session on December 1.	.20
11/24/25	CKRAU	Critical analysis and approval of agenda item for request to award professional services contract for Construction Manager to Barton Malow.	.30
11/24/25	EDUFF	Review and analysis of out of office message from Director Allen	.10
11/24/25	EDUFF	Review and analysis of correspondence from Attorney Krause regarding closed session planned for December 1 Council meeting	.10
11/24/25	EDUFF	Review and analysis of correspondence from Civic Clerk regarding request for closed session for next Council meeting agenda	.10
11/24/25	EDUFF	Telephone call with Attorney Krause regarding ICE matter	.20
11/24/25	EDUFF	Preparation of correspondence to Director Allen regarding request for call to discuss T. Carter matter	.20
11/24/25	EDUFF	Review and analysis of correspondence from Civic Clerk regarding request to review construction manager contract for next Council meeting agenda	.20
11/24/25	EDUFF	Review and analysis of briefing order for Defendant's MSD in the Palmer-Clemons matter	.20
11/24/25	EDUFF	Critical review and analysis of correspondence from Council member Radnor regarding request for guidance on response to ACLU notice	.50
11/25/25	CKRAU	Correspondence from Clerk Norris regarding status of approval of agenda items for December 1 regular City Council meeting.	.10
11/25/25	CKRAU	Correspondence from Clerk Norris regarding agenda packets for Special and Regular City Council meetings on December 1.	.10
11/25/25	CKRAU	Correspondence from Carla Allen regarding payroll issue with former employee.	.10
11/25/25	CKRAU	Critical analysis and approval of agenda item for approval of contract for web services design.	.30
11/25/25	CKRAU	Critical analysis and approval of agenda item re request to approve a joinder to health services agreement with Marathon Health LLC.	.50
11/25/25	EDUFF	Review and analysis of correspondence from Civic Clerk regarding request to review agreement relative to new website design	.10
11/25/25	EDUFF	Review and analysis of correspondence from Director Allen regarding request for call relative to T. Carter matter	.10
11/25/25	EDUFF	Review and analysis of correspondence from Civic Clerk regarding request to review Joinder to Health Services Agreement for next Council meeting	.20
11/25/25	EDUFF	Review and analysis of correspondence from J. Gillooly regarding update on preparations for the Sternfield trial	.20
11/25/25	EDUFF	Critical review and analysis of correspondence from Clerk Norris regarding Agenda for December Organizational meeting	.20
11/25/25	EDUFF	Telephone call with Director Allen regarding T. Carter overpayment matter	.30
11/25/25	EDUFF	Attend file review conference with Attorney Krause regarding pending legal matters and trial preparation	1.00
11/28/25	CKRAU	Correspondence from Carla Allen regarding documents regarding former employee Tom Carter.	.10
11/28/25	EDUFF	Critical review and analysis of correspondence from Director Allen regarding letter signed by T. Carter	.30
11/30/25	CKRAU	Prepare responsive correspondence to Steve Lukasik providing guidance on invoices for 14070 Winchester.	.20
11/30/25	CKRAU	Complete title research regarding prior owner of 14070 Winchester for collection of past due invoices.	1.10
Total Hours			<u>66.60</u>
Total Value of Services			<u>\$15,166.66</u>

<u>Time Summary by Timekeeper</u>	<u>Hours</u>	<u>Amount</u>
Courtney Krause	42.20	9,610.10
Ebony Duff	22.30	5,078.33
Zachary Bowman	2.10	478.23

Costs Advanced:

<u>Date</u>	<u>Description</u>	<u>Amount</u>
	Total Costs Advanced	\$ 0.00
	Total Due This Invoice	\$15,166.66

In addition to this bill, the following previously issued bills remain outstanding:

<u>Bill Date</u>	<u>Bill Number</u>	<u>Original Bill Amount</u>	<u>Balance Due</u>
11/10/2025	654536	\$15,232.86	\$15,232.86
Total Due on this Account			\$30,399.52

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

Shifman Fournier, PLC
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

Ed Norris, City Clerk
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice No. 16900

Professional Services

12/01/2025	Services per Retainer Agreement for January 1, 2026 – March 31, 2026	\$ 20,000.00 _____
	TOTAL	\$ 20,000.00
	BALANCE DUE	\$ 20,000.00 =====



INVOICE

Invoice # 1742
Date: 09/03/2025
Due On: 10/03/2025

Dizik | Faber | Kaplan

370 E. Maple Road, Third Floor
Birmingham, MI 48009
Phone: 2487121056
www.dfklawgroup.com

City of Oak Park
14000 Oak Park Blvd
Oak Park, Michigan 48237

00230-City of Oak Park

City of Oak Park Prosecution

Type	Date	Notes	Quantity	Rate	Total
Expense	09/03/2025	Reimbursable expenses: August 2025 Prosecution	1.00	\$6,500.00	\$6,500.00
				Total	\$6,500.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1712	09/05/2025	\$6,500.00	\$0.00	\$6,500.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1742	10/03/2025	\$6,500.00	\$0.00	\$6,500.00
Outstanding Balance				\$13,000.00
Total Amount Outstanding				\$13,000.00

Account	Balance
TDLF OPERATING Balance	\$0.00
Total Account Balance	\$0.00

Please make all amounts payable to: Dizik | Faber | Kaplan

Please pay within 30 days.



CITY OF OAK PARK, MI STAFF REPORT

10.A.1

AGENDA FOR: December 15, 2025

SUBJECT: Request to award the Tyler Park Asphalt Paving & Site Concrete Bid to Asphalt Specialists, Inc. of Pontiac, MI in the amount of \$71,000.

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: Following the public bid opening held on Thursday, November 13, 2025 at 1:30 p.m., during which sealed bids for the Tyler Park project were received, opened, and tabulated in the presence of representatives from the City of Oak Park, Stantec, McCarthy & Smith, Inc., and interested bidders, the City recommends awarding the Tyler Park asphalt paving and site concrete contract to Asphalt Paving for an amount not to exceed \$71,000. This award is based on the competitive bid process and reviewed bid results.

FINANCIAL STATEMENT: Bid amount is \$71,000. Funds are budgeted and available in account 407-18-448-970-000

RECOMMENDED ACTION: It is recommended that council award the Asphalt and Site Concrete Bid to Asphalt Specialists of Pontiac MI in an amount not to exceed \$71,000. Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

EXHIBITS:

1. Tyler Park Bid Recommendation Letter - McCarthy Smith
2. Tyler Park Rendering



McCarthy & Smith, Inc.
Construction Services

December 1, 2025

Mr. Adam Owczarzak
Deputy City Manager of Community Services
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

Re: Contract Award Recommendation for Tyler Park Field Renovations.

Dear Adam:

On Thursday, November 13th, 2025 at 1:30 p.m., sealed bids were received and publicly opened for the above referenced project. In attendance for the bid opening were representatives from the City of Oak Park, Stantec, McCarthy & Smith, Inc. and interested bidders. Bids were opened, recorded and tabulated.

The project team has conducted post bid interviews with the following low, qualified bidders for each bid division of work. During the post bid interview, the project team reviewed the contractor's qualifications, scope of work, project schedule, staffing requirements, and specified materials with each of the contractors. Based upon the project team's review of the proposals and bidders, we propose the following companies to the City of Oak Park for contract award:

Bid Division 101B: Earthwork & Site Utilities*

Mr. Scott Jacklyn
Jacklyn Contracting
PO Box 149
Dryden, MI 48428

Base Bid	\$	322,600.00
PLM Bond (RLI Insurance Company)	\$	<u>6,400.00</u>

TOTAL	\$	329,000.00
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* Third Low Bidder. Apparent Low Bidder incorrectly submitted their bid in the wrong category- their bid was meant to be submitted in Bid Division 102 B and is listed below. The second low bidder had a gross error in their bid and respectfully requested to have their bid withdrawn from consideration.

Bid Division 102B: Asphalt Paving & Site Concrete**

Mr. Marc Navetta

Asphalt Specialists, Inc.

1780 East Highwood

Pontiac, MI 48340

Base Bid	\$	70,600.00
PLM Bond (Hudson Insurance Co.)	\$	<u>400.00</u>
TOTAL	\$	71,000.00

**This bid was incorrectly read as the low bid for Bid Division 101B- the correct bid division for this bid submission is Bid Division 102B.

AWARD RECOMMENDATION AMOUNT: \$ 400,000.00

I trust the above recommendation meets the approval of the administration and the City of Oak Park.. I will be in attendance at the December 15, 2025 City Council meeting to address any questions or concerns that may arise.

Please feel free to contact me with any questions.

Sincerely,

Dave Melville
Sr. Project Manager

Cc: Mr. Scott Francis, Berkley School District
Ms. Megan Ashkanani, Berkley School District
Mr. Chris Smallwood, Berkley School District
Ms. Ashley Recker, Berkley School District
Mr. John Stoner, Stoner Advisory Group
Mr. Patrick Calhoun, Stantec
Mr. Bill McCarthy, McCarthy & Smith, Inc.
Mr. Doug Underwood, McCarthy & Smith, Inc.
Mr. Mike Parris, McCarthy & Smith, Inc.
File



CITY OF OAK PARK, MI STAFF REPORT

10.A.2

AGENDA FOR: December 15, 2025

SUBJECT: Request to award the Tyler Park Earthwork & Site Utility Bid to Jacklyn Contracting of Dryden, MI in the amount of \$329,000.

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: Following the public bid opening held on Thursday, November 13, 2025, at 1:30 p.m., during which sealed bids for the Tyler Park project were received, opened, and tabulated in the presence of representatives from the City of Oak Park, Stantec, McCarthy & Smith, Inc., and interested bidders, the City recommends awarding the Tyler Park Earthwork and Site Utilities **contract** to **Jacklyn Contracting of Dryden, Michigan**, for an amount **not to exceed \$329,000**. This award is based on the competitive bid process and the reviewed bid results

FINANCIAL STATEMENT: Bid amount is \$329,000. Funds are budgeted and available in account 407-18-448-970-000

RECOMMENDED ACTION: It is recommended that council award the Earth Work and Site Utilities Bid to Jacklyn Contracting in an amount not to exceed \$329,000. Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

EXHIBITS:

1. Tyler Park Bid Recommendation Letter - McCarthy Smith
2. Tyler Park Rendering



McCarthy & Smith, Inc.
Construction Services

December 1, 2025

Mr. Adam Owczarzak
Deputy City Manager of Community Services
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

Re: Contract Award Recommendation for Tyler Park Field Renovations.

Dear Adam:

On Thursday, November 13th, 2025 at 1:30 p.m., sealed bids were received and publicly opened for the above referenced project. In attendance for the bid opening were representatives from the City of Oak Park, Stantec, McCarthy & Smith, Inc. and interested bidders. Bids were opened, recorded and tabulated.

The project team has conducted post bid interviews with the following low, qualified bidders for each bid division of work. During the post bid interview, the project team reviewed the contractor's qualifications, scope of work, project schedule, staffing requirements, and specified materials with each of the contractors. Based upon the project team's review of the proposals and bidders, we propose the following companies to the City of Oak Park for contract award:

Bid Division 101B: Earthwork & Site Utilities*

Mr. Scott Jacklyn
Jacklyn Contracting
PO Box 149
Dryden, MI 48428

Base Bid	\$	322,600.00
PLM Bond (RLI Insurance Company)	\$	<u>6,400.00</u>

TOTAL	\$	329,000.00
--------------	-----------	-------------------

* Third Low Bidder. Apparent Low Bidder incorrectly submitted their bid in the wrong category- their bid was meant to be submitted in Bid Division 102 B and is listed below. The second low bidder had a gross error in their bid and respectfully requested to have their bid withdrawn from consideration.

Bid Division 102B: Asphalt Paving & Site Concrete**

Mr. Marc Navetta

Asphalt Specialists, Inc.

1780 East Highwood

Pontiac, MI 48340

Base Bid	\$	70,600.00
PLM Bond (Hudson Insurance Co.)	\$	<u>400.00</u>
TOTAL	\$	71,000.00

**This bid was incorrectly read as the low bid for Bid Division 101B- the correct bid division for this bid submission is Bid Division 102B.

AWARD RECOMMENDATION AMOUNT: \$ 400,000.00

I trust the above recommendation meets the approval of the administration and the City of Oak Park.. I will be in attendance at the December 15, 2025 City Council meeting to address any questions or concerns that may arise.

Please feel free to contact me with any questions.

Sincerely,

Dave Melville
Sr. Project Manager

Cc: Mr. Scott Francis, Berkley School District
Ms. Megan Ashkanani, Berkley School District
Mr. Chris Smallwood, Berkley School District
Ms. Ashley Recker, Berkley School District
Mr. John Stoner, Stoner Advisory Group
Mr. Patrick Calhoun, Stantec
Mr. Bill McCarthy, McCarthy & Smith, Inc.
Mr. Doug Underwood, McCarthy & Smith, Inc.
Mr. Mike Parris, McCarthy & Smith, Inc.
File



CITY OF OAK PARK, MI STAFF REPORT

10.A.3

AGENDA FOR: December 15, 2025

SUBJECT: Request to Approve a Construction Management Services agreement with McCarthy & Smith Inc. in the amount of \$93,000.

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: The City of Oak Park is exploring the opportunity to enter into a Construction Management Services Agreement with McCarthy & Smith, Inc.. This agreement would mirror the existing contract currently in place with Berkley Schools, ensuring consistency in scope, terms, and expectations for the Tyler Park improvement Project

FINANCIAL STATEMENT: Contract amount is \$93,000. Funds are budgeted and available in account 407-18-448-970-000

RECOMMENDED ACTION: It is recommended that council approve the construction management services agreement with McCarthy & Smith Inc in an amount not to exceed \$93,000. Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

EXHIBITS:

1. CM Services Proposal Tyler Park Oak Park



September 19, 2025

Mr. Adam Owczarzak
Deputy City Manager of Community Services
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

Re: Berkley School District Sinking Fund Projects-Improvements at Tyler Park Oak Park Scope Only Project

Subj: Construction Management Services Proposal

Mr. Owczarzak,

McCarthy & Smith, Inc. is pleased to submit our proposal to provide Construction Management services. For projects with limited scope, McCarthy & Smith, Inc employs a sliding fee percentage schedule to calculate CM Services Fee for projects under \$2,000,000. Projects greater in \$2,000,000 budgeted value, we propose a flat fee. In the attached Fee Development sheet this calculation is shown.

For CM Reimbursables, we are proposing a dedicated superintendent with prorated other project team involvement. Our proposal is based upon the attached schedule.

Our Proposed Fees are as follows:

CM Fee	\$ 30,000.00
CM Reimbursable	\$ 48,000.00
General Conditions Budget	\$ 15,000.00

This proposal, if accepted, would form the basis of the Owner and Construction Manager Agreement.

We welcome the opportunity to be of service to the City of Oak Park!

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Melville".

David Melville
Sr. Project Manager

Accepted By:

City of Oak Park

Attachments

CC: Mr. Bill McCarthy, McCarthy & Smith, Inc.

Improvements at Tyler Park-Combined BSD and City of Oak Park Scope
September 17, 2025

Project	Tyler Park Improvements Plan							
Schedule	Start	4/1/2026	Weeks	Months				
	End	10/31/2026	30.4	7.0				
					Location	Oak Park, MI		
Phase	Cost Code				Quantity		Rate	Budget
		PROJECT ADMINISTRATION - During Construction-In CM Fee						
		SITE OFFICE						
22	1310	Delivery-Set-up/Remove		Required	2	Trips	\$ 1,500.00	\$ 3,000
22	1311	Rental - Office Trailer(M & S)		Required	7.0	Months	\$ 300.00	\$ 2,100
22	1312	Office Furniture		Required	1	Allow	\$ 100.00	\$ 100
22	1313	Office Equipment - Computer		Required	7	Months	\$ 100.00	\$ 700
22	1314	Office Equipment - Copier		Required	1	Copier	\$ 185.00	\$ 185
22	1315	Office Supplies		Required	7	Months	\$ 100.00	\$ 700
22	1316	Phone/Fax Equipment		N/Required		Months	\$ -	\$ -
22	1317	Phone-Fax Usage		N/Required		Months	\$ -	\$ -
22	1318	Mobile Phone (Field)		Required	7	Months	\$ 120.00	\$ 840
22	1319	Power/Heating Equipment		N/Required		Allow	\$ -	\$ -
22	1320	Power/Heating - Usage		N/Required		Months	\$ -	\$ -
22	1321	Propane Heat		N/Required		Allow	\$ -	\$ -
22	1322	Fire Extinguishers		Required	3	Each	\$ 40.00	\$ 120
22	1323	First Aid		Required	1	Allow	\$ 150.00	\$ 150
22	1324	Small Tools/Supplies		Required	1	Allow	\$ 1,500.00	\$ 1,500
22	1325	Drinking Water		N/Required	7	Months	\$ 85.00	\$ 595
22	1326	Sundry Goods		N/Required		Allow	\$ -	\$ -
22	1327	Rental-Storage Trailer		N/Required		Months	\$ -	\$ -
22	1328	Dual Office - Hook Up		N/Required		Allow	\$ -	\$ -
22	1329	Ramp/Walkway Platform		N/Required		Each	\$ -	\$ -
22	1330	Sales/Use Tax		In Pricing		Allow	\$ -	\$ -
22	1331	Transportation/Fuel (Field)		N/Required		Months	\$ -	\$ -
22	1332	Transportation/Vehicle (Field) - Parking - \$5/Day		N/Required		Days	\$ -	\$ -
								\$ -
		ADMINISTRATION EXPENSES						
22	1410	Drawing - Reproduction			1	Allow	\$ 1,500.00	\$ 1,500
22	1411	Postage/Overnight Delivery		N/Required		Months	\$ -	\$ -
22	1412	Copying		Overhead		Allow	\$ -	\$ -
22	1413	Photographs		N/Required		Allow	\$ -	\$ -
22	1414	Schedules - Initial		P.M		Allow	\$ -	\$ -
22	1415	Schedules - Update		P.M		Allow	\$ -	\$ -
		Pro Core						
			Trips	Miles/Trip				
22					\$ 3,850,000.00	Rate	\$ 0.0015	\$ 5,775
22	1416	Transportation/Fuel (Mgmt)	0	N/Required		Miles	\$ 0.65	\$ -
22	1417	Transportation/Vehicle (Mgmt)		N/Required		Miles	\$ 0.65	\$ -
22	1418	Mobile Phone (Mgmt)		N/Required		Months	\$ 50.00	\$ -
22	1425	Building Connected			1	Allow	\$ 800.00	\$ 800
22	1426	DocuSign			1	Allow	\$ 300.00	\$ 300
		PERMITS & ALLOWANCES						
22	1451	General Building Permit-City of Oak Park			1	Allow	\$ 15,000.00	\$ 15,000
22	1452	Cash Allowances		N/Required		Allow	\$ -	\$ -
22	1453	Contingency Allowance		N/Required		Allow	\$ -	\$ -
		QUALITY CONTROL						
22	1476	Soil Borings		By Owner		Allow	\$ -	\$ -
22	1476	Construction Testing			1	Allow	\$ 15,000.00	\$ 15,000
		FIELD ENGINEERING						
22	1510	Site Survey		N/Required		Allow	\$ -	\$ -
22	1511	Building - Lay-out - Bid		N/Required	1	Allow	\$ 6,500.00	\$ 6,500
		BONDS & INSURANCE						
22	1551	General Liability Insurance(subcontract value)		Included		Rate	\$ -	\$ -
22	1552	Excess Liability Insurance		N/Required		Rate	\$ -	\$ -
22	1553	Professional Liability Insurance		Included		Rate	\$ -	\$ -
22	1554	Builders Risk Insurance-By Owner		By Owner		Rate	\$ -	\$ -
22	1555	Performance Bond		See Summary	See Bid Summary	Rate	1%	\$ -
22	1556	Refundable Bonds		N/Required		Allow	\$ -	\$ -
22	1557	Cash Bonds		N/Required		Allow	\$ -	\$ -
		TEMPORARY SITE ACCESS						
22	1610	Temporary Road		N/Required		Allow	\$ -	\$ -
22	1611	Temporary Staging Area		N/Required		Allow	\$ -	\$ -
22	1612	Temporary Parking		N/Required		Allow	\$ -	\$ -
22	1613	Perimeter Access - Building		N/Required		Allow	\$ -	\$ -

Improvements at Tyler Park-Combined BSD and City of Oak Park Scope
September 17, 2025

Project	Tyler Park Improvements Plan								
Schedule	Start	4/1/2026	Weeks	Months					
	End	10/31/2026	30.4	7.0					
					Location	Oak Park, MI			
	TEMPORARY BARRIERS/CONTROLS								
22	1626	Fence Enclosures 6'		N/Required		LF		\$	-
22	1627	Scaffold Walkways		N/Required		Allow		\$	-
22	1628	Gate Access		N/Required	2	Allow	\$ 1,500.00	\$	3,000
22	1629	Tree and Plant Protection		N/Required		Allow		\$	-
22	1630	Street Barricades		N/Required		Allow		\$	-
22	1631	Traffic Control		N/Required		Allow		\$	-
22	1632	Signage/Safety		Required	1	Allow	\$ 2,500.00	\$	2,500
22	1633	Directional Signage		N/Required		Allow		\$	-
22	1634	Street Sweeping		N/Required	12	Trips	\$ 600.00	\$	7,200
22	1635	Snow Removal		By Owner		Trips		\$	-
22	1636	Pumping		N/Required		Allow		\$	-
22	1637	Dewatering		N/Required		Allow		\$	-
	SITE SECURITY								
22	1651	Guard Service		N/Required		Allow		\$	-
22	1652	Alarm Service		N/Required		Allow		\$	-
22	1653	Fence Enclosures		N/Required		Allow		\$	-
22	1654	Gate Entries		N/Required		Allow		\$	-
	PROJECT IDENTIFICATION								
22	1676	Project Sign-		N/Required	1	Allow	\$ 1,200.00	\$	1,200
22	1677	Information & Directional Signage		N/Required	1	Allow	\$ 1,000.00	\$	1,000
22	1678	OSHA/Safety		Superintendent		Allow		\$	-
	TEMPORARY UTILITIES								
22	1710	Temporary Toilet Facilities		N/Required	7	Months	\$ 600.00	\$	4,200
22	1720	Water-Permit/Hook-up		N/Required		Allow		\$	-
22	1721	Water Usage		Owner		Allow		\$	-
22	1722	Water Tanker Supply		N/Required		Allow		\$	-
	ELECTRIC								
22	1730	Electrical Service		N/Required		Owner		\$	-
22	1731	Electrical Usage		Owner		Months		\$	-
22	1732	Temporary Electrical Light & Power		Subcontractor		Owner		\$	-
22	1733	Electric Generator-Equipment		N/Required		Allow		\$	-
22	1734	Electric Generator-Fuel		N/Required		Allow		\$	-
	HEAT								
22	1740	Heating Equipment		N/Required		Allow		\$	-
22	1741	Heating-Fuel		N/Required		Months		\$	-
	OTHER								
22	1750	Temporary Fire Protection		Subcontractor		Allow		\$	-
22	1760	Fire Extinguishers		See Above		Allow		\$	-
22	1770	Pay Phone Service		N/Required		Allow		\$	-
	TEMPORARY CONSTRUCTION/MAINT.								
22	1810	Rooftop Enclosures		N/Required		Allow		\$	-
22	1815	Building Enclosures		N/Required		Allow		\$	-
22	1820	Weather Enclosures		N/Required		Allow		\$	-
22	1825	Temporary Enclosures - Windows/Doors		N/Required		Allow		\$	-
22	1830	Scaffolding Equipment		N/Required		Allow		\$	-
22	1835	Dust Enclosures		N/Required		Allow		\$	-
22	1850	Frost Cutting		N/Required		Allow		\$	-
22	1865	Equipment Rental		N/Required		Allow		\$	-
22	1866	Equipment Fuel		N/Required		Allow		\$	-
22	1870	Small Tools			1	Allow	\$ 2,500.00	\$	2,500
22	1875	Building/Safety Supplies		See Above		Allow		\$	-
22	1876	Misc. Field Conditions			1	Allow		\$	-
	CLEAN-UP								
22	1905	Labor - General -	30.00	10	300	hrs	\$ 58.00	\$	17,400
22	1910	Dumpster-Usage		Required	12	ea	\$ 450.00	\$	5,400
22	1911	Street Parking Space for Dumpster		N/Required		Months	\$ 20.00	\$	-
22	1920	General Clean-up		N/Required		SF		\$	-
22	1921	Cleaning Supplies		Required	7	Allow /Month	\$ 200.00	\$	1,400
22	1925	Final Clean-up - Building		Required	600	SF	\$ 0.50	\$	300
22	1930	Final Clean-up - Site			80	hrs	\$ 58.00	\$	4,640
22	1940	Window Cleaning		See Above		Included in Final Cleaning		\$	-
22	1945	Janitorial - Cleaning Services		See Above		None Required		\$	-
	OUT OF TOWN EXPENSES								
22	1955	Travel		N/Required		Allow		\$	-
22	1960	Transportation/Fuel		N/Required		Allow		\$	-
22	1965	Parking		N/Required		Allow		\$	-
22	1970	Lodging		N/Required		Allow		\$	-
22	1975	Meals		N/Required		Allow		\$	-
22	1980	Miscellaneous		N/Required		Allow		\$	-
		Grand Total						\$	105,605

Improvements at Tyler Park-Combined BSD and City of Oak Park Scope
September 17, 2025

Project	Tyler Park Improvements Plan						
Schedule	Start	4/1/2026	Weeks	Months			
	End	10/31/2026	30.4	7.0			
					Location	Oak Park, MI	
	RECAP						Budget
	PROJECT ADMINISTRATION - REIMBURSABLE						\$ -
	SITE OFFICE						\$ 9,990
	ADMINISTRATION EXPENSES						\$ 8,375
	PERMITS & ALLOWANCES						\$ 15,000
	QUALITY CONTROL						\$ 15,000
	FIELD ENGINEERING						\$ 6,500
	BONDS & INSURANCE						\$ -
	TEMPORARY SITE ACCESS						\$ -
	TEMPORARY BARRIERS/CONTROLS						\$ 12,700
	SITE SECURITY						\$ -
	PROJECT IDENTIFICATION						\$ 2,200
	TEMPORARY UTILITIES						\$ 4,200
	TEMPORARY CONSTRUCTION/MAINT.						\$ 2,500
	CLEAN-UP						\$ 29,140
	OUT OF TOWN EXPENSES						\$ -
	Grand Total						\$ 105,605
	Grand Total Less Project Admin Expenses						\$ 105,605

Berkley School District
City of Oak Park

86%
14%

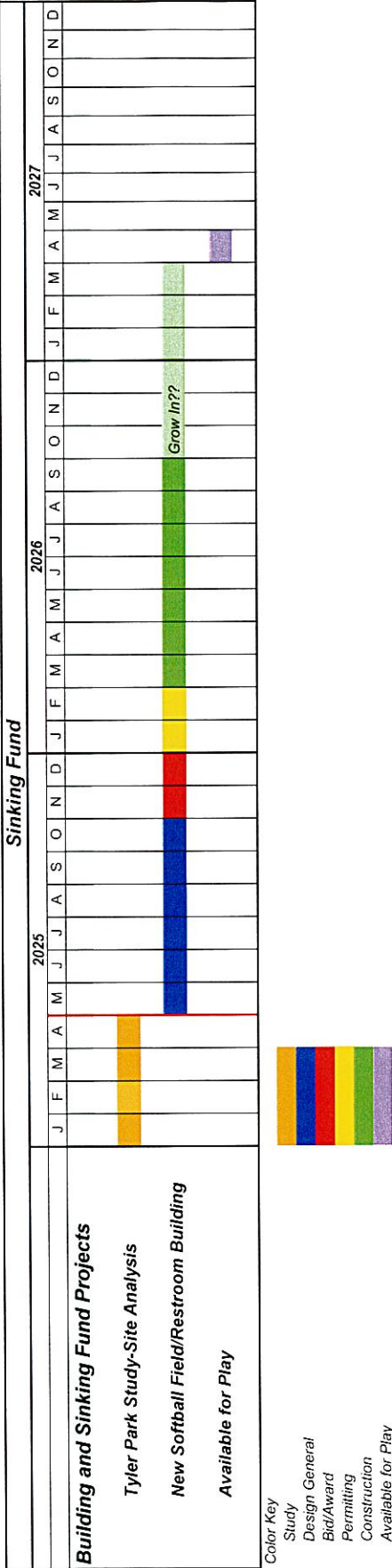
\$ 90,820.30
\$ 14,784.70

21 Non Reimbursable

Check
Rounded

\$ 105,605.00

\$ 106,000



OWNER:	Berkley School District, City of Oak Park	DATE:	8/19/2025
PROJ:	Tyler Park Improvements	REV#:	
LOC.:	Oak Park, MI	PROJ#:	
TITLE:	Schematic Design Estimate	FILE#:	

LINE NO.	Summary			
	The following is a Schematic Design estimate based upon drawings issued by Stantec on 8/1/2025. The estimate has been developed in two parts reflecting anticipated work scope by owner.			
	DESCRIPTION	COST		
1				
2				
3	Direct Construction Cost		\$3,840,961	
4	Tyler Park	\$556,173		14%
5				
6				
7	Berkley School District	\$3,284,789		86%
8				
9				
10				
11	Project Indirect Costs		\$1,113,879	
12	Tyler Park	\$161,290		
13				
14				
15	Berkley School District	\$952,589		
16				
17				
18	Grand Total		\$4,954,840	
19				
20	Total Cost By Owner			
21	Berkley School District		\$4,237,378	
22				
23	City of Oak Park		\$717,463	
24				
25	Grand Total		\$4,954,840	

Proof

\$4,954,840

OWNER: City of Oak Park		DATE : 8/19/2025				
PROJ: Tyler Park Improvements		REV# :				
LOC: Oak Park, MI		PROJ# :				
TITLE: Schematic Design Estimate		FILE# :				
Tyler Park-Nort Half						
LINE NO.	DESCRIPTION	QTY	UNITS	\$ / SF	COST	SUB TOTAL
1	SITE WORK					\$556,173
2	Earthwork					\$103,004
3	Soi Erosion Control	1	LS	\$17,710.00	\$17,710	
4	Site demolition	1	LS	\$23,758.45	\$23,758	
5	Strip Site	1.055	CY	\$11.98	\$12,639	
6	Remove Gravel	12,412	SF	\$0.48	\$5,958	
7	Remove Concrete	2,756	SF	\$0.85	\$2,343	
8	Excavate to Subgrade	315	CY	\$11.22	\$3,534	
9	Engineered Fi	317	CY	\$8.16	\$2,587	
10	Topsoil	1,143	CY	\$17.46	\$19,957	
11	Fine Grade	103,700	SF	\$0.14	\$14,518	
12						
13	Site Utilities					\$243,681
14	Storm- tap existing	1	Ea	\$8,625.01	\$6,625	
15	Storm Pipe	339	LF	\$78.74	\$26,693	
16	Underdrains	2,820	LF	\$32.00	\$90,240	
17	Retention	1	Ea	\$74,897.37	\$74,897	
18	Outlet Control Structure	1	Ea	\$20,984.33	\$20,984	
19	Manufactured Treatment Structure	1	Ea	\$22,241.39	\$22,241	
20						
21	Concrete and Paving					\$90,261
22	8' Wide Asphalt Path w/ 8" 21aa stone	8,301	sf	\$10.77	\$89,402	
23	Concrete pads w/ stone base	71	sf	\$12.10	\$859	
24						
25	Fencing					\$34,930
26	Temporary Fence	1,140	lf	\$30.64	\$34,930	
27						
28	Landscaping					\$84,298
29	Irrigation	1	Allow	\$36,682.14	\$36,682	
30	Seed	10,294	YD	\$3.67	\$37,779	
31	Trees	5	ea	\$500.00	\$2,500	
32	Benches	3	ea	\$2,445.48	\$7,336	
33						
34	Subtotal				\$556,173	
35						
36						
37						
38	Project Indirect Costs	29%				\$161,290
39	A/E/Tech ???	7.00%		\$556,172.50	\$38,932	
40	CM	7.00%		\$556,172.50	\$38,932	
41	Gen. Cond(Testing)	5.00%		\$556,172.50	\$27,809	
42	Contingency	10.00%		\$556,172.50	\$55,617	
43	Permits			\$556,172.50	\$0	
44						
45						
46	Grand Total				\$717,463	\$717,463
		Proof				\$717,463

Proof

OWNER: Berkley School District		DATE: 8/19/2025				
PROJ: Tyler Park Improvements		REV#:				
LOC.: Oak Park, MI		PROJ#:				
TITLE: Schematic Design Estimate		FILE#:				
Tyler Park-South Half						
LINE NO.	DESCRIPTION	QTY	UNITS	\$ / SF	COST	SUB TOTAL
1	SITE WORK					\$3,284,789
2	Earthwork					\$132,411
3	Soil Erosion Control	1	LS	\$21,636.05	\$21,636	
4	Site Demolition	1	LS	\$32,094.00	\$32,094	
5	Strip Site	2,187	CY	\$15.68	\$34,292	
6	Remove Gravel	9,562	SF	\$0.48	\$4,590	
7	Remove Concrete	2,982	SF	\$0.68	\$2,028	
8	Excavate to Subgrade	590	CY	\$11.21	\$6,614	
9	General Fill in landscape area	3,823	CY	\$6.15	\$31,157	
10						
11	Site Utilities					\$445,476
12	Storm Structures	10	Ea	\$6,206.67	\$62,067	
13	Storm Pipe	950	LF	\$70.29	\$66,776	
14	Retention	1	LS	\$260,881.90	\$260,882	
15	Outlet Control Structure	1	Ea	\$20,983.67	\$20,984	
16	Manufactured Treatment Structure	1	Ea	\$34,769.74	\$34,770	
17						
18	Concrete and Paving					\$211,761
19	Concrete walks/Plaza	10,212	SF	\$10.96	\$111,924	
20	Asphalt Path	9,270	SF	\$10.77	\$99,838	
21						
22	Fencing/ Benches					\$40,598
23	General Fencing	1,200	LF (temp)	\$25.68	\$30,816	
24	Benches	4	Ea	\$2,445.48	\$9,782	
25						
26	Landscaping/Ballfields					
27	Develop Girls Varsity Field-Natural Turf					\$1,858,657
28	Underdrain System	2,397	LF	\$32.00	\$76,704	
29	Fine Grade	119,300	SF	\$0.15	\$17,895	
30	Sodded Outfield	2,548	SY	\$7.56	\$19,314	
31	Infield mix	1	LS	\$385,270.72	\$385,271	
32	Irrigation	1	LS	\$36,681.00	\$36,681	
33	Fencing/Back Stops	1	LS	\$429,463.04	\$429,463	
34	Dugouts	2	EA	\$102,728.00	\$205,456	
35	Pressbox	96	SF	\$600.00	\$57,600	
36	Bleachers	110	Seats	\$350.00	\$38,500	
37	Ball/Field Lighting	1	LS	\$500,000.00	\$500,000	
38	Turf Batting Cage	412	SF	\$30.57	\$12,595	
39	Scoreboard	1	Allow	\$35,000.00	\$35,000	
40	Landscaping	1	Allow	\$44,178.88	\$44,179	
41						
42	Develop Practice Field (Back Stop, etc.) BSD Portion?					\$207,435
43	Underdrain System	1,352	LF	\$32.00	\$43,264	
44	Fine Grade	74,000	SF	\$0.15	\$11,100	
45	Fencing	1	LS	\$56,917.35	\$56,917	
46	Sodded Outfield	11,859	SY- Seed	\$3.67	\$43,523	
47	Infield mix	21,482	SF	\$2.45	\$52,631	
48						
49	New Restroom Building					\$388,449
50	Develop Girls Varsity Field					
51	Utilities-Sanitary, Water, Electric	1	Allow	\$68,446.85	\$68,449	
52	New Building-Pre Fab Units-Taos 20 x 26??	1	Allow	\$320,000.00	\$320,000	
53						
54	Subtotal				\$3,284,789	
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65						
66	Project Indirect Costs	29%				\$952,589
67	A/E/Tech ???	7.00%		\$3,284,788.88	\$229,935	
68	CM	7.00%		\$3,284,788.88	\$229,935	
69	Gen Cond(Testing)	5.00%		\$3,284,788.88	\$164,239	
70	Contingency	10.00%		\$3,284,788.88	\$328,479	
71	Permits			\$3,284,788.88	\$0	
72						
73						
74	Grand Total					\$4,237,378

Proof

\$4,237,378

\$4,237,378



CITY OF OAK PARK, MI STAFF REPORT

10.B.1

AGENDA FOR: December 15, 2025

SUBJECT: Approval of a Barton Malow Brownfield Grant Application

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The Municipal Services Department has been working with Barton Malow to assist with their development of the properties at 12990, 12992, and 13000 Eight Mile Road to demolish, remediate and construct a new 51,000 square foot building for their Field Services Operations. They received site plan approval for the site in September 2025 and they have plans to begin demolition and remediation in early 2026 with construction to follow immediately afterwards.

Barton Malow hired SME to perform environmental testing and contamination was found on the site. With these added extra costs and the cost for demolition activities, we recommend submitting an application in the amount of \$1,000,000 for a Brownfield Grant to EGLE.

The project will demolish 3 existing industrial buildings, site remediation, and the construction of a new field services building. The project is a \$28 million investment and will retain 50 full-time positions and create an additional 20-25 positions.

The Brownfield Authority was presented the project in December 2025 and supported the application for the Brownfield Grant.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended to approve the City Manager to execute the Brownfield Grant Application on behalf of the city..

EXHIBITS:

1. Grant Application

BROWNFIELD GRANT AND LOAN PROJECT PROPOSAL

I. PROJECT NAME AND LOCATION

Project Name:	Barton Malow Project Dinosaur/Sasquatch		
Project Address:	12990, 12992, and 13000 W. Eight Mile Road		
Project City:	Oak Park		
Project County:	Oakland	Project Zip Code:	48237
State Senate District:	11	State House District:	6

II. APPLICANT INFORMATION

Applicant Name:	City of Oak Park		
Applicant Address:	14000 Oak Park Blvd		
Applicant City:	Oak Park	Applicant Zip Code:	48237
APPLICANT CONTACT INFORMATION			
	Applicant Signing Authority Contact	Applicant Project Contact	Project Consultant (if applicable)
Name:	Erik Tungate	Kim Marrone	Elizabeth Masserang
Title:	City Manager	Director of Municipal Services	Senior Project Consultant
Phone:	248-691-7410	248-691-7404	313-804-3312
Email:	etungate@oakparkmi.gov	kmarrone@oakparkmi.gov	elizabeth.masserang@sme-usa.com

III. FUNDING REQUEST

Amount Requested:	\$1,000,000		
Funding Source:	☐ RPF ☒ 201 ☐ Site Assessment		
Funding Type:	☒ Grant ☐ Loan ☐ Either		

IV. GENERAL PROJECT INFORMATION	
Previous use(s):	12990 W Eight Mile – Agricultural, Nu-Tool Saw Co. (tool manufacturer), Marathon Saw Co. (tool manufacturer), hardware supplier, vehicle parts supplier, freight company, various distributors 12992 W Eight Mile – Sun Belt Rentals (equipment rental), Impressive Tile (ceiling tile distributor), Hull Bros Rental (equipment rental) 13000 W Eight Mile – Agricultural, Tishken Products Co (assembly machine manufacturer), Smart Way Recycling (recycling facility) Fern Street right-of-way – Vacant with public and private utilities
Current use(s):	All buildings are currently vacant.
Proposed new use(s):	Develop an approximately 51,000 square-foot building to be occupied by Barton Malow.
Known or suspected contaminants:	Trichloroethene, arsenic, barium, chromium, copper, lead, selenium, and silver in groundwater. Benzo(a)pyrene, fluoranthene, phenanthrene, arsenic, chromium, and selenium in soils.
PROJECT SUMMARY	
Provide one paragraph below that summarizes the redevelopment, the environmental challenge that needs to be addressed, and how the brownfield funding will be used to address that challenge: The property consists of approximately 9.3 acres of land developed with three industrial buildings that were constructed at varying times between the 1950s and 1980s. This approximately \$25 million project consists 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. 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' 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, retention pond lining to prevent exacerbation, and transportation and disposal of contaminated soils.	
Does the property have any of the following: A liable party known to have caused or contributed to a release at the site? ☐ Yes ☒ No Known environmental actions or enforcements by a regulatory agency? ☐ Yes ☒ No A liable party undertaking corrective actions at the site? ☐ Yes ☒ No Known environmental liens? ☐ Yes ☒ No Known legal, access, or title issues? ☐ Yes ☒ No Deed restriction, land, or resource use restriction? ☐ Yes ☒ No	

Provide a detailed explanation for any Yes answers above:

N/A

Provide any other relevant information regarding property ownership and operations, if applicable: N/A

V. PROPERTY AND OWNERSHIP INFORMATION				
CURRENT OWNER				
Parcel ID#:	52-25-32-351-030	52-25-32-351-031	52-25-32-351-038	52-25-32-351-032
Property Address:	12990 W Eight Mile Road	12992 W Eight Mile Road	13000 W Eight Mile Road	Fern Street
Latitude & Longitude (to 8 digits):	42.447394, - 83.176770	42.446388, - 83.176653	42.446863, - 83.177704	42.446685, - 83.176287
Current Zoning:	LI - Light Industrial	LI - Light Industrial	LI - Light Industrial	LI - Light Industrial
Proposed Zoning:	LI - Light Industrial	LI - Light Industrial	LI - Light Industrial	LI - Light Industrial
Acreage:	0.96	1.940	6.37	0.48
Property Acquisition Type (inheritance, purchase, tax reversion, other):	Purchase	Purchase	Purchase	Purchase
Date of Acquisition:	10/20/2022	9/29/2022	9/8/2022	6/4/2024
Did the Current Owner Complete a	☒ Yes ☐ No	☐ Yes ☒ No (Not Applicable)	☒ Yes ☐ No	☐ Yes ☒ No

Brownfield Grant and Loan Project Proposal

Baseline Environmental Assessment (BEA)?				
Current Owner Name:	Barton Malow Company	Barton Malow Company	Barton Malow Company	Barton Malow Company
Current Owner Address:	26500 American Drive Southfield, Michigan 48034	26500 American Drive Southfield, Michigan 48034	26500 American Drive Southfield, Michigan 48034	26500 American Drive Southfield, Michigan 48034
Current Owner Email and Phone:	Brandon.Booth@bartonmalow.com 248-436-5984	Brandon.Booth@bartonmalow.com 248-436-5984	Brandon.Booth@bartonmalow.com 248-436-5984	Brandon.Booth@bartonmalow.com 248-436-5984
Name and Address of Occupant:	Vacant	Vacant	Vacant	Vacant
Operations at the Property:	Tool Manufacturing, Commercial Supply,	Tile, Rental Equipment	Metal Tooling/Fabrication, Recycling Facility	Vacant Land/Roadway
Date Operations Began:	1977 – 1982: Tool Manufacturing; 1987 – 2017: Commercial Supply/Distribution	1954- 1992: NA; 1995 – 2022: Tile; 2022 – 2024 -Rental Equipment	1962 – 2000: Metal Tooling/Fabrication; 2014 - 2017: Recycling Facility	N/A
FUTURE OWNER ☐ N/A - Ownership will not change change				
Parcel ID#:	52-25-32-351-030	52-25-32-351-031	52-25-32-351-038	52-25-32-351-032
Future Owner Name:	Future Barton Malow Related Entity	Future Barton Malow Related Entity	Future Barton Malow Related Entity	Future Barton Malow Related Entity
Future Owner Address, City, State, Zip:	Same as above	Same as above	Same as above	Same as above

Brownfield Grant and Loan Project Proposal

Future Owner Email and Phone:	Same as above	Same as above	Same as above	Same as above
How will the property be acquired ? (purchase, tax inversion, inheritance, other)	Same as above	Same as above	Same as above	Same as above

VI. PROPERTY USE AND ENVIRONMENTAL CONDITIONS					
PROPERTY HISTORY					
<i>List the current and former uses of the property below, including dates, owners (if known), and potential contaminants associated with each property use.</i>					
Parcel ID / Property Address	Date Range (Year)		Property Use	Potential Contaminants and/or Recognized Environmental Conditions (RECs)	Property Owner
	From	To			
12990 W Eight Mile Road	1930s	1940s	Agricultural	NA	Unknown
	1940s	2020s	Industrial	Former onsite operations	Nu-Tool Saw Co. Marathon Saw Co.
12992 W Eight Mile Road	1930s	1940s	Agricultural	NA	Unknown
	1940s	1990s	Vacant, grass covered	NA	Unknown
	1990s	2020s	Industrial	Former onsite operations	Sun Belt Rentals, Impressive Tile, Hull Bros Rental
13000 W Eight Mile Road	1930s	1940s	Agricultural	NA	Unknown
	1940s	2020s	Industrial	Former onsite operations	Tishken Products Co, Smart Way Recycling
52-25-32-351-032 Fern Street right- of-way	1900s	2020s	Vacant	NA	City of Oak Park
ENVIRONMENTAL RISKS					
Known Contaminants:		Trichloroethene, benzo(a)pyrene, fluoranthene, phenanthrene, arsenic, lead, barium, chromium, copper, selenium, silver,			
Pathways of Concern:		☒ Groundwater/Surface Water Interface (GSI) ☒ Drinking Water ☒ Volatilization to Indoor Air ☐ Ambient Air ☒ Direct Contact ☐ Unknown			
PETROLEUM INFORMATION					
Were underground storage tanks (USTs) ever located on the property?				☒ Yes	☐ No ☐ Suspected
Are USTs <u>currently</u> present on the property?				☐ Yes	☒ No ☐ Suspected
Has a UST release been reported for the property?				☐ Yes	☒ No

Brownfield Grant and Loan Project Proposal

Summarize known UST information below.						
Tank ID #	Size	Contents	Installation Date	Removal Date	Status (active, removed, etc.)	Release ID #
Unknown (13000 W. 8 Mile)	8,000 gallons	Fuel Oil	Unknown	Unknown	Removed	NA
HAZARDOUS SUBSTANCE INFORMATION						
Was there ever a non-UST related release of a hazardous substance on the property?			☐ Yes ☐ No ☒ Unknown			
Summarize known hazardous substance release information below.						
Date of Release	Description of Release				Status	Release ID #
01/25/2023	13000 W 8 Mile Rd – Metals/other inorganics, lead				BEA	63501580
01/25/2023	12990 W 8 Mile Rd - Metals/other inorganics, lead				BEA	63501542
To the best of your knowledge, did the applicant cause or contribute to contamination that is known or may be discovered at the project site?				☐ Yes ☒ No, did NOT cause or contribute to contamination ☐ May have caused or contributed to contamination		
To the best of your knowledge did the developer cause or contribute to contamination that is known or may be discovered at the project site?				☐ Yes ☒ No, did NOT cause or contribute to contamination ☐ May have caused or contributed to contamination ☐ Not Applicable/No developer		
ENVIRONMENTAL CONDITION OF THE PROPERTY						

Provide below a brief description of what is known about the environmental condition of the property. Describe known and/or suspected contamination and the risk that needs to be mitigated/addressed to safely reuse the property. Provide maps and figures showing contaminant exceedances (see checklist in Section XII):

The property was developed for agricultural uses as early as the 1930s. By the 1940s, the western (13000 W Eight Mile Road) and northeastern (12990 W Eight Mile Road) were developed with industrial buildings. The southeastern (12992 W Eight Mile Road) portion was developed for industrial use in the 1990s. Industrial uses included tool manufacturers, hardware suppliers, a vehicle parts supplier, equipment rentals, various distributors, an assembly machine manufacturer, and a recycling facility.

Several environmental investigations were completed for the property by Atwell-Hicks, LLC (AH), GZA GeoEnvironmental, Inc (GZA), and SME. AH advanced 12 soil borings on the 13000 W Eight Mile Road parcel and converted six of the borings into temporary monitoring wells. AH did not identify any constituents above EGLE's Part 201 criteria. GZA advanced three soil borings and converted two into temporary monitoring wells on the 13000 W Eight Mile Road parcel and advanced three soil borings and converted three to temporary monitoring wells on the 12990 W Eight Mile Road. GZA identified metals in soil and groundwater at concentrations above EGLE's Part 201 criteria.

SME advanced 25 soil borings on the 13000 W Eight Mile Road parcel, six (6) soil borings on the 12992 W Eight Mile Road, three (3) soil borings on the 12990 W Eight Mile Road parcel, and two (2) soil borings on the Fern Street right-of-way parcel. Fourteen of the soil borings were converted to temporary monitoring wells. One soil gas well was installed on the 12990 W Eight Mile Road parcel. Soil, groundwater, and soil gas samples from the environmental investigations were submitted for analysis of one or more of the following volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and various metals. Trichloroethene, arsenic, barium, chromium, copper, lead, selenium, and silver were identified in the groundwater samples above Part 201 criteria and/or Volatilization to Indoor Air Pathway (VIAP) screening levels. Benzo(a)pyrene, fluoranthene, phenanthrene, arsenic, chromium, and selenium were identified in the soil samples above Part 201 criteria.

PROPOSED ENVIRONMENTAL ACTIONS WITH GRANT/LOAN FUNDING

Check all that apply.

☐ Hazardous Material Survey	☐ Assessment/Investigation	☐ UST Removal
☐ BEA	☒ Due Care Planning	☒ Demolition
☐ Excavation	☒ Soil Transport/Disposal	☐ Vapor Mitigation

☒ Other (please describe): Due care exacerbation prevention controls, including pond liner

Describe the proposed actions that will be undertaken with grant and loan funds to address the environmental conditions and make the property safe for the proposed reuse. Please explain reasons why the proposed eligible activities should be funded.

The developer will undertake necessary due care measures to 1) protect site occupants and third parties from potential exposure to site contaminants, and 2) prevent potential exacerbation of existing contamination during and after construction.

The existing buildings will need to be demolished to facilitate the construction of the new office building. The demolition costs are a significant hinderance to the project and total more than \$1 million across the two existing buildings.

It is anticipated that a total of approximately 260,000 gallons of groundwater contaminated with chlorinated solvents and metals will be pumped during construction activities. This grant proposal includes only increased costs for dewatering due to environmental conditions. It is currently budgeted for up to approximately 50% (approximately 130,000 gallons) to require transport and disposal at a licensed recycling facility, which would be unnecessary if the groundwater was not contaminated.

In addition, a total of 49,500 tons of fill soils contaminated with metals and PAHs will be removed during construction activities to install the necessary retention ponds, foundations, and new utilities. It is anticipated that contaminated soil is present at the property that will require transport and disposal to a Type II Landfill due to contamination.

It is anticipated that due to the known groundwater contamination throughout the property, new utilities will require engineered exacerbation controls for due care. This includes lining the detention pond with native low-permeability clay or equivalent chemical resistant liner to prevent stormwater contact with the underlying fill material. The depth to groundwater across the property ranges from 2 feet to 7 feet below ground surface. Chemical resistant gaskets for the approximately 3,400 liner feet of reinforced concrete pipe will prevent contaminated groundwater to infiltrate into the stormwater. These costs are for increased costs due to environmental conditions.

Vapor mitigation is not proposed as an environmental action due to the location of chlorinated solvent contaminants in proximity to the proposed building location. Chlorinated solvent contaminates are documented in groundwater near the Impressive Tile building. Historical assessments report that groundwater flows to the southeast. The Impressive Tile building is planned for future demolition, and the proposed warehouse/office building will be located more than 250 feet south of the documented chlorinated solvent contamination, which is outside of the lateral inclusion zone for chlorinated solvents.

It is anticipated the cost for the due care activities outlined above well exceed the EGLE budget request outlined in the corresponding budget table. Costs not sought through the EGLE grant are anticipated to be sought through Brownfield Tax Increment Financing (TIF).

Provide maps showing contamination relative to the building footprint and/or the development plan (see checklist in Section XII): Please see attached.

DEMOLITION

If a grant or loan will be used for demolition (buildings, site features, etc.), answer the following questions:

Does the structure impede the proposed environmental response activities? ☐ Yes ☒ No

Does the structure present a health or safety threat? ☐ Yes ☒ No

Does the structure impede the reuse of the property? ☒ Yes ☐ No

Do the environmental activities exceed the cost of demolition? ☒ Yes ☐ No

Further explanation, if necessary: Two of the buildings are currently vacant (12990 and 13000 W 8 Mile Road). The significant cost to demolish the existing buildings (\$1 million +) represents a challenging hurdle to the proposed redevelopment. The current buildings, constructed over 50 years ago, are not suitable for reuse in a manner that meets modern day demands for the future tenant, Barton Malow.

VII. ECONOMIC AND REDEVELOPMENT INFORMATION

Capital Investment: \$25 million (a portion of a proposed \$40 million overall redevelopment investment)	Permanent Jobs Created: Approximately 20-25 jobs created (50 jobs retained) consisting of office management staff, warehouse laborers, mechanics, and truck driver/delivery with an average salary wage of \$75,000.
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Current State Equalization Value (SEV): \$1,440,000	Anticipated post redevelopment SEV: \$8,200,000
--	---

Provide a brief summary of how the redevelopment project will result in economic benefits including but not limited to job creation and increased tax base: **The project includes \$25 million of new investment in Oak Park along the 8 Mile Road corridor. The investment marks a significant continued investment of Barton Malow into the community of Oak Park. It is anticipated to improve the taxable value of the property and the surrounding areas with the addition of a new 51,000 square-foot building. Additionally, the development will create temporary construction jobs, increase worker traffic to the area, which will support local businesses, and will attract additional companies to Oak Park resulting in the continued expansion of the area and the creation of new jobs in the area.**

DEVELOPER'S EXPERIENCE

Is there a developer committed to the project? ☒ Yes ☐ No

Developer's Name: Barton Malow

Provide a brief summary of the developer's business experience, including any other businesses, terms and conditions of their participation in the project, bankruptcies, and civil or criminal enforcement actions related to environmental violations: **Barton Malow was established in 1924 in Detroit, Michigan. Since that time, Barton Malow has established itself as a trusted construction firm, and today employs over 3,500 people and is recognized as one of the top 10 largest construction companies in Michigan. Notable projects the company has completed in Michigan include the Orion and Wentzville GM assembly plants, the Woodhaven Ford Stamping Plant, Pontiac Center High School, the 27-story Jefferson Apartment Building and the U.S Post Office building in Detroit. In 2001, Barton Malow employees created a one-of-a-kind headquarters building in Southfield, MI. Barton Malow has been headquartered in Oakland County since 1986 and has had a presence in the City of Oak Park since 1961.**

Barton Malow does not have any bankruptcies, civil or criminal enforcement actions related to environmental violations.

☐ N/A - Project does not have developer

DEVELOPER'S PROJECT FINANCING

Brownfield Grant and Loan Project Proposal

Summarize the sources of your total capital investment and the status of the financing. Approximately \$25 million dollars for the proposed project (\$40 million dollars for the larger development the project is a part of) ☐ N/A – Project does not have a developer		
Source of Funding	Estimated Amount	Status of Approval
Developer	\$24,000,000	N/A
Financed	\$0	N/A
Grants/Loans (EPA RLF and EGLE CMI)	\$1,000,000	Pending EGLE support
TOTAL =	\$25,000,000	
TAX INCREMENT FINANCING (TIF)		
Will the project use Brownfield TIF?	☒ Yes ☐ No	
If Yes, identify all sources that apply:	☐ EGLE ☐ MEDC ☒ Local	
PURCHASE AND DEVELOPMENT AGREEMENTS		
Is there a purchase agreement in place?	☐ Yes ☐ No ☒ N/A	
Status of purchase agreement:	N/A	
Status of development agreement:	N/A	
As a requirement of EGLE funding, is the developer willing to enter into a development agreement with the applicant?	☒ Yes ☐ No ☐ NA	
Has the project received site plan approval?	☒ Yes ☐ No Project has been discussed with city staff and engineers. Final approval has been received.	
SCHEDULE		
Provide a summary schedule for the completion of the proposed eligible activities: Demolition of the current buildings is anticipated to begin in January/February 2025 with the site preparation activities (including contaminated soils management, transport, and disposal, dewatering) to follow in Spring/Summer of 2025. <i>Identify the dates redevelopment is expected to begin and be completed:</i> Estimated Start Date: 01/2025 Estimated Completion Date: 07/2027		

VIII. COMMUNITY OUTCOMES

Will existing infrastructure be reused?

☒ Yes

☐ No

Please describe: **The project is located in a developed and urban area with existing infrastructure in place. The existing infrastructure will be reused where available and possible. New public infrastructure will also be constructed to accommodate the new site use.**

Is the community in which the project is located disadvantaged, disproportionately burdened by pollution, or facing other significant challenges?

☒ Yes

☐ No

If yes, explain: **According to the Climate and Economic Justice Screening Tool, the property is located in a disadvantaged census tract. The screening tool identifies the area as disproportionately above the 90th percentile for asthma, low life expectancy, and low income. The census tract is also identified as being in the 93rd percentile for the density of leaking underground storage tanks within a 1,500-foot boundary of the census tract.**

Does the project fit into the community's development plans?

☒ Yes

☐ No

Please explain: **The project is located within Oak Park's existing Industrial Corridor. The proposed project would keep a use that is consistent with existing uses and cluster investment in an already targeted area while providing future building space that will allow a long-time business to expand its operations. The proposed project has been shared with the City of Oak Park and reception has been positive thus far.**

COMMUNITY BENEFITS

Provide a brief summary of how the redevelopment project will result in social or other community benefits, not described elsewhere, including but not limited to; addressing blight, public safety and health concerns, placemaking, urban infill, walkability, incorporation of sustainable and energy efficient development measures, and intentional strategies to support equitable development and assist disadvantaged communities: **The proposed project is being contemplated by a business that has had a presence in Oak Park for over 60 years. The project will entail the safe reuse of an existing urban site, including the demolition of obsolete buildings along a prominent corridor of the city, 8 Mile Road. The proposed new building will take into account energy efficiency and designed around modernized needs for the future tenant. Existing infrastructure will be reused to the extent possible and new improvements will include landscaping, sidewalks, curbs, gutters, and new utilities.**

As stated above, the development is also anticipated to increase the taxable value of the property as well as for nearby properties and also aid in the retention and creation of new jobs.

IX. LOCAL COMMITMENT

LOCAL CONTRIBUTIONS TO THE PROJECT

Describe the local contributions to the project, including but not limited to; other funding sources provided or supported, use of TIF, tax abatements, other grants and incentives, land contribution, reduced purchase price, utility or right-of way work, staff time committed to the project: **It is anticipated the developer will also seek assistance through a local tax abatement and local-only Brownfield Plan.**

X. CERTIFICATION

The undersigned, as the representative of the applicant, certifies that the no government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from the grant or loan.

The undersigned, as the representative of the applicant, certifies that the information provided in this application and its attachments is true and complete to the best knowledge and belief of the applicant and the undersigned.

Typed name of Applicant's Representative

/s/ (For electronic signature: type name here after /s/ and check box below)

Signature

Title

Date

☐ I agree to the use of electronic signatures with EGLE

Please submit the proposal electronically to

EGLE-Brownfields@michigan.gov

Please call 517-242-9276 with questions.

#mibrownfields

www.michigan.gov/eglebrownfields

Budget Table and Required Attachments

REQUIRED ATTACHMENTS

Please complete the following checklist and attach the supporting documentation.

#	DESCRIPTION	ATTACHED?	COMMENTS
1	Budget Table	☒ Yes ☐ No	
2	Site Maps: Map(s) showing the location of the project area, site boundaries, existing structures, etc.	☒ Yes ☐ N/A	
	Map(s) showing the location of known contaminants, recognized environmental concerns [including contaminant boundaries (when known)], and contaminant concentrations.	☒ Yes ☐ N/A	
	Map(s) showing proposed development in relation to contaminants.	☒ Yes ☐ N/A	
	Map(s) showing site development plans.	☒ Yes ☐ N/A	
3	Analytical data summary tables.	☒ Yes ☐ N/A	
4	Agreements Purchase Agreement	☐ Yes ☒ N/A	
	Development Agreement	☐ Yes ☐ N/A	To be drafted if proposal moves forward.
5	Site Photos High quality, publishable digital photos of the site. Please also provide these electronically in jpg format.	☒ Yes ☐ N/A	
6	Describe other attachments provided:		

ATTACHMENT 1

BUDGET TABLE

BUDGET TABLE							
Provide the project budget in the table below. Change, add, or delete activities as appropriate for the project. Column specific notes provided below table.							
Column Specific Notes:							
EGLE RPF Grant: This funding can only be used for Refined Petroleum Fund related contamination. Talk to your brownfield coordinator to confirm appropriate funding source.							
EGLE 201 Grant: This funding can be used for non-petroleum sites. Talk to your brownfield coordinator to confirm appropriate funding source.							
EGLE Loan: This funding can be used for refined petroleum or non-petroleum sites with redevelopment potential.							
Tax Increment Financing (TIF) tied to EGLE Loan: If TIF is proposed to reimburse the loan, that portion of the TIF will also be reflected in the loan amount.							
Other TIF: Any TIF dollars that will NOT be used to reimburse the EGLE loan, including non-EGLE TIF would be reflected here.							
Local Funds: Any funding the community is contributing to the project.							
Developer Funds: Funds the developer is investing into the project.							
Other: Include other federal, state, private, etc. dollars that are not already reflected.							
TASK (Activity)	TOTAL Expected Cost	Proposed Funding Mechanism					
		EGLE RPF Grant	EGLE 201 Grant	Other TIF (not tied to EGLE Loan)*	Local Funds (public)	Developer Funds (private)	Other Funds (list sources)
Assessment/Investigation							
Due Care Planning	\$ 8,000		\$ 8,000	\$ -			
Health and Safety Plan	\$ 1,500		\$ 1,500				
Assessment/Investigation Sub-Total	\$ 9,500	\$ -	\$ 9,500	\$ -	\$ -	\$ -	\$ -
Activities that cannot exceed the total cost of environmentally related activities (50/50 Rule) as defined in Part 196							
Demolition	\$ 500,000		\$ 500,000	\$ -			\$ -
50/50 Rule Sub-Total	\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Due Care							
Transport/disposal of contaminated soils	\$ 253,400		\$ 253,400	\$ -			
Dewatering	\$ 55,600		\$ 55,600				
Detention Pond Liner	\$ 96,000		\$ 96,000				
Due Care Sub-Total	\$ 405,000	\$ -	\$ 405,000	\$ -	\$ -	\$ -	\$ -
Other							
Non-Environmental TIF Activities	\$ -			TBD			
Developer Hard and Soft Development Costs	\$ 24,000,000						\$ 24,000,000
3rd Party Environmental Oversight if approved by EGLE (up to 5% of grant/loan)	\$ 50,000		\$ 50,000				
Administration (up to 3% of grant/loan)	\$ 30,000		\$ 30,000				
EGLE Project Sign (grant/loan requirement)	\$ 500		\$ 500				
Grant Closeout Report (grant/loan requirement)	\$ 5,000		\$ 5,000				
TOTAL	\$ 25,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 24,000,000

*TIF anticipated for reimbursement in the Brownfield Plan is currently being drafted.

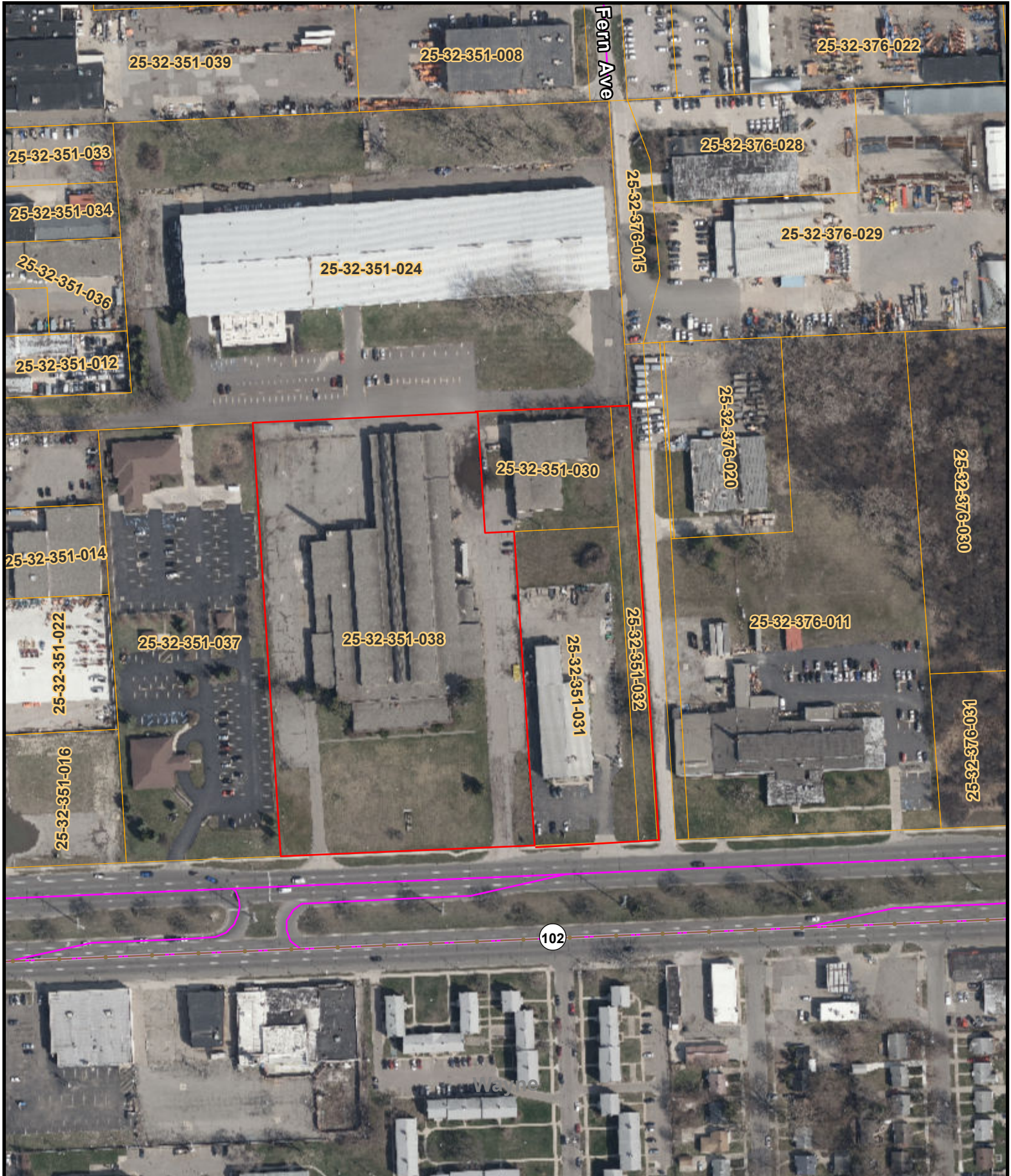
ATTACHMENT 2

SITE MAPS

PROPERTY PARCEL MAP

FIGURES 1-8 PROPERTY LOCATION, SOIL AND GROUNDWATER AND PROPOSED SITE PLAN

PropertyParcel Map



-  2 Foot Contours
-  5 Foot Contours
-  FEMA Base Flood Elevations
-  FEMA Cross Sections
-  100 yr - FEMA Floodplain
-  100 yr (detailed) - FEMA Floodplain
-  500 yr - FEMA Floodplain
-  FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

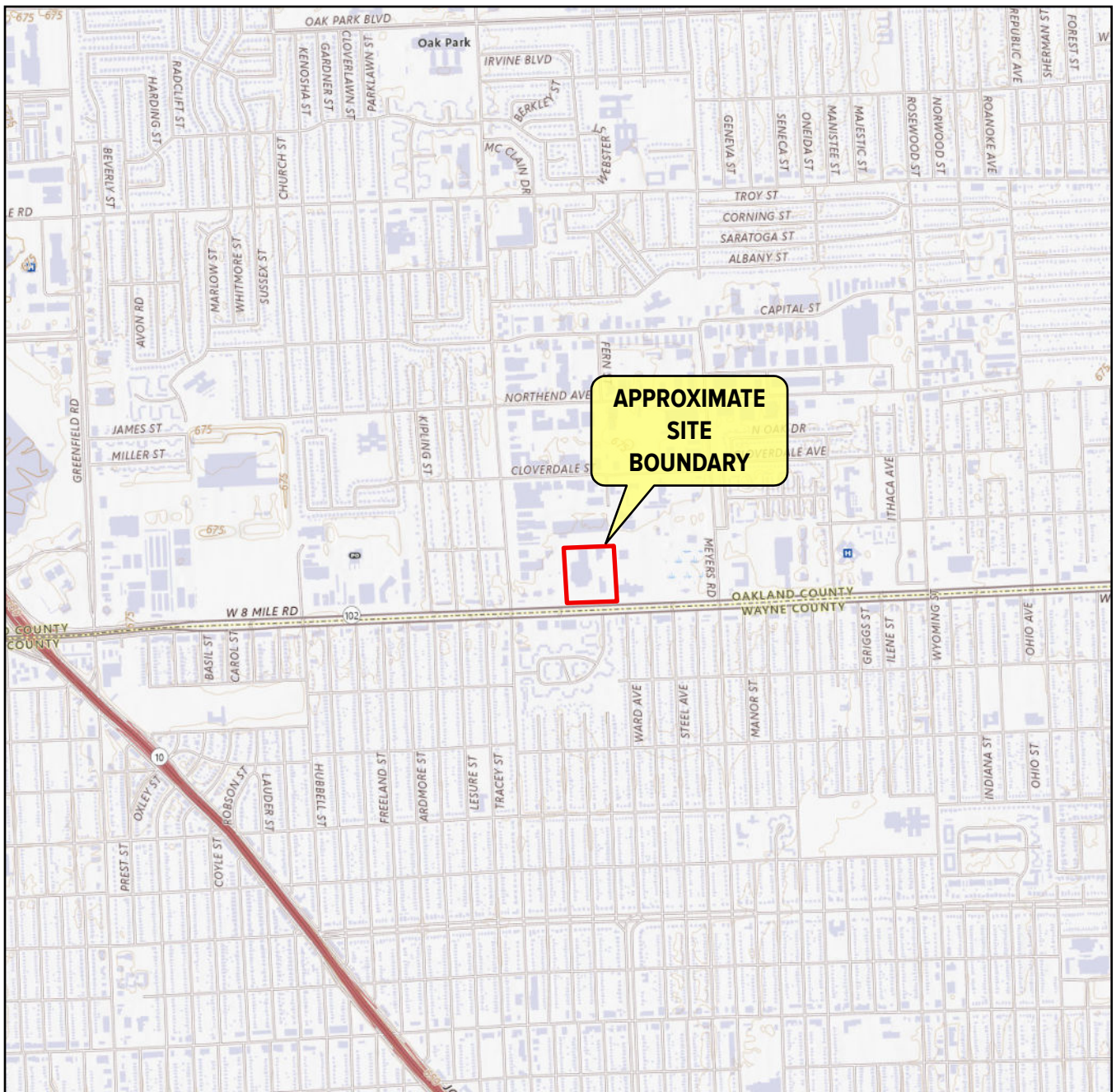


David Coulter
Oakland County Executive

Date Created: 10/8/2025

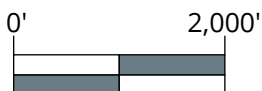


1 inch = 200 feet



BASE MAP OBTAINED BY ESRI®

USGS QUADRANGLE REFERENCED
ROYAL OAK (MI)



GRAPHIC SCALE: 1" = 2,000'

No.	REVISION DATE	Date:
		10-13-2025
		GIS Specialist:
		N. WRIGHT
		Designer:
		T. HELMICK
		Project:
		093860.01

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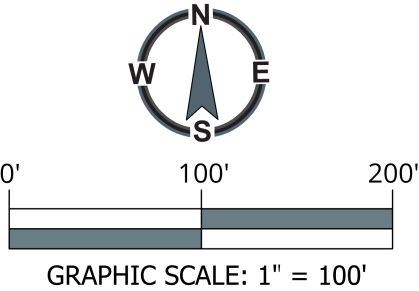
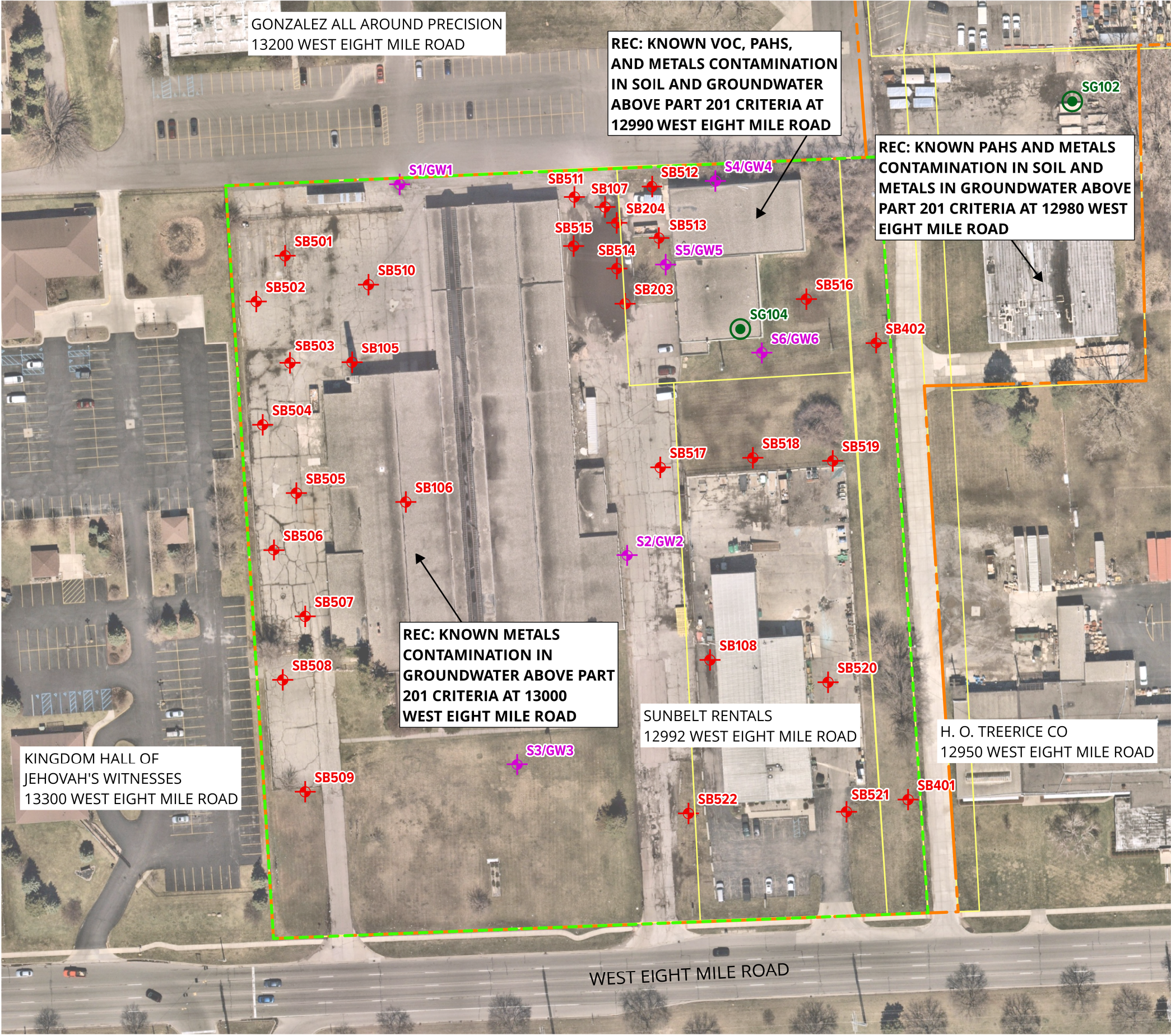
User: n.andersonwright

SITE LOCATION MAP PROJECT SASQUATCH WEST EIGHT MILE ROAD AND FERN STREET OAK PARK, MICHIGAN

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME



Figure No. 1



LEGEND

- APPROXIMATE SITE BOUNDARY
- APPROXIMATE PARCEL BOUNDARY
- APPROXIMATE DEVELOPMENT BOUNDARY
- ✦ APPROXIMATE SOIL BORING LOCATION COMPLETED BY SME
- ✦ APPROXIMATE SOIL BORING LOCATION COMPLETED BY GZA
- ⊙ APPROXIMATE SOIL GAS LOCATION

NOTES:
1. BASE MAP IMAGERY TAKEN FROM NEARMAPS.COM, IMAGE DATE 03-26-2023 AND SITE RECONNAISSANCE.
2. PAHs = POLYCYCLIC AROMATIC HYDROCARBONS



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Project:
PROJECT SASQUATCH

Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

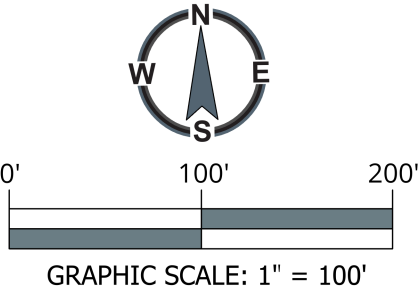
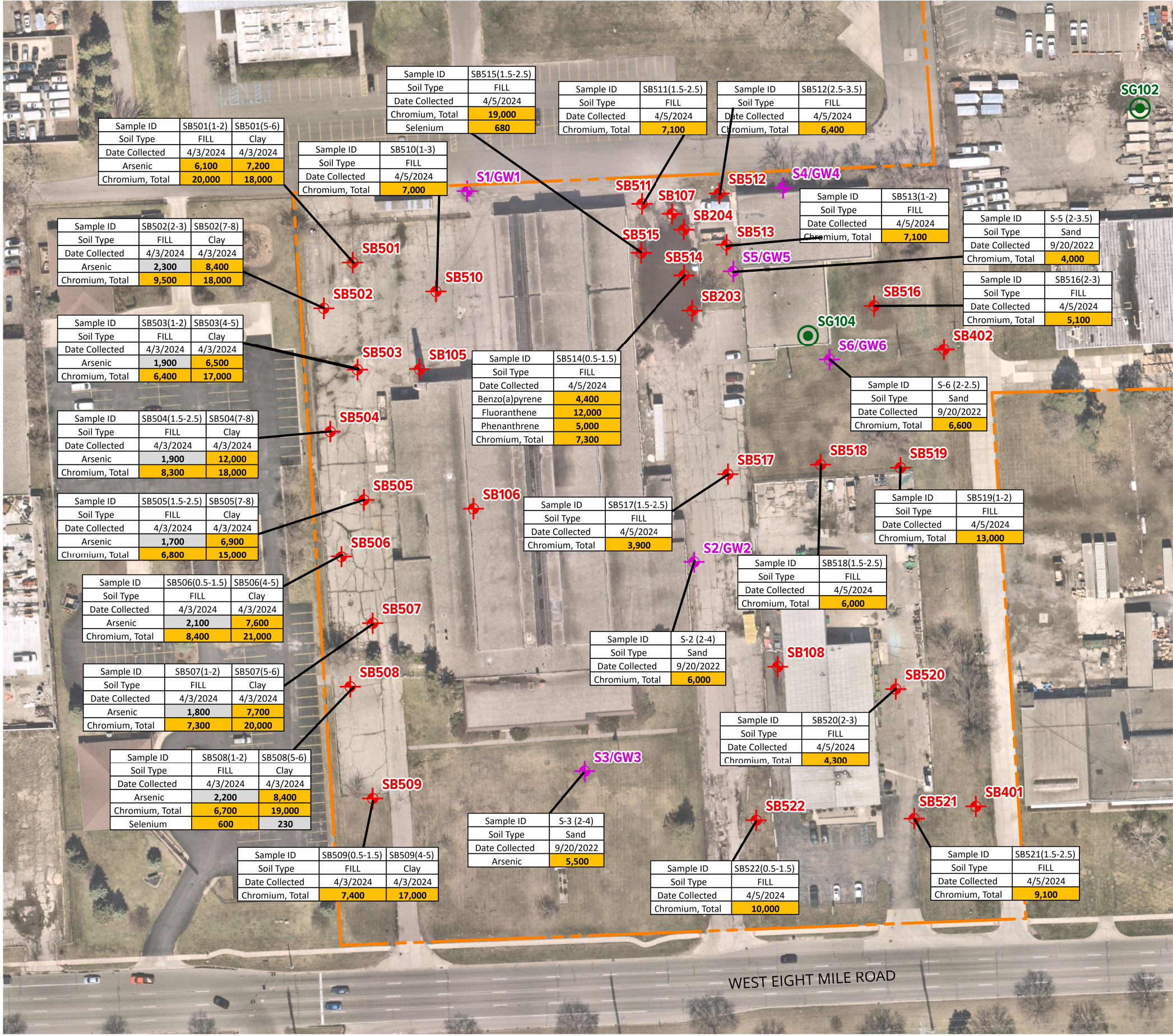
Sheet Name:
**PROPERTY FEATURES
DIAGRAM**

No.	Revision Date

Date:	10-13-2025
GIS Specialist:	N. WRIGHT
Designer:	T. HELMICK
Project No.:	093860.00.008
Figure No.:	2

DRAWING NOTE: SCALE IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA
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User: n.andersonwright
Date Exported: 10/15/2025 10:18 AM



LEGEND

- APPROXIMATE SITE BOUNDARY
- ✚ APPROXIMATE SOIL BORING LOCATION COMPLETED BY SME
- ✚ APPROXIMATE SOIL BORING LOCATION COMPLETED BY GZA
- APPROXIMATE SOIL GAS LOCATION

ANALYTICAL HIGHLIGHTS

- RESULT EXCEEDS RESIDENTIAL PART 201 CRITERIA
- RESULT WAS DETECTED BUT DOES NOT EXCEED CRITERIA

NOTES:
1. BASE MAP IMAGERY TAKEN FROM NEARMAPS.COM, IMAGE DATE 03-26-2023 AND SITE RECONNAISSANCE.
2. CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER KILOGRAM (µg/kg) AND EXCEED ONE OR MORE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA.



Project:
PROJECT SASQUATCH

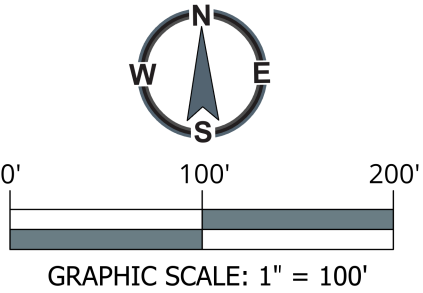
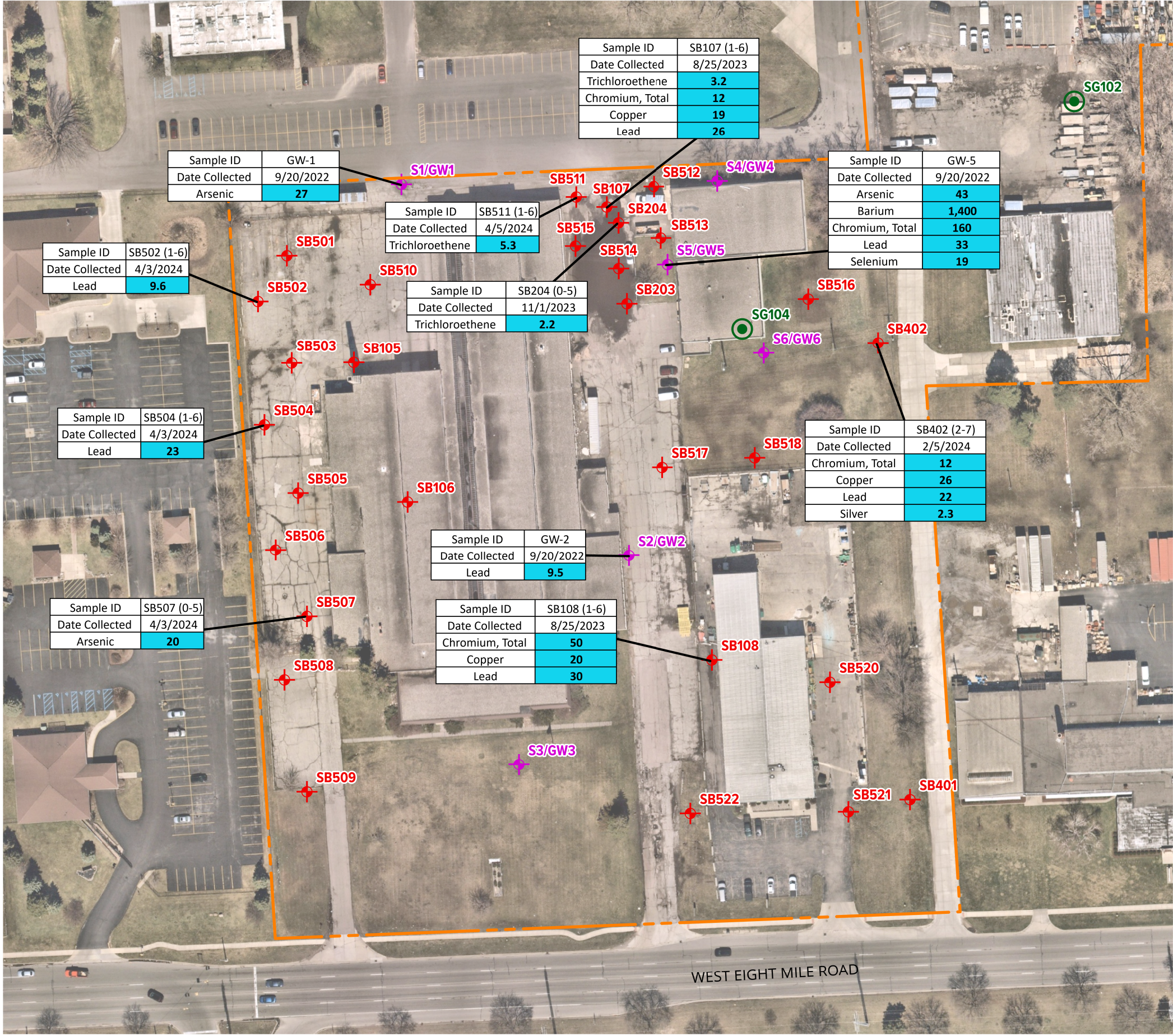
Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

Sheet Name:
SUMMARY OF SOIL EXCEEDANCES DIAGRAM

No.	Revision Date

Date:	10-14-2025
GIS Specialist:	N. WRIGHT
Designer:	T. HELMICK
Project No.:	093860.00.008
Figure No.:	3

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LEGEND

- APPROXIMATE SITE BOUNDARY
- ★ APPROXIMATE SOIL BORING LOCATION COMPLETED BY SME
- ★ APPROXIMATE SOIL BORING LOCATION COMPLETED BY GZA
- APPROXIMATE SOIL GAS LOCATION

ANALYTICAL HIGHLIGHTS

RESULT EXCEEDS RESIDENTIAL PART 201 CRITERIA IN GROUNDWATER

NOTES:
1. BASE MAP IMAGERY TAKEN FROM NEARMAPS.COM, IMAGE DATE 03-26-2023 AND SITE RECONNAISSANCE.
2. CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER LITER (µg/ L) AND EXCEED ONE OR MORE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA.

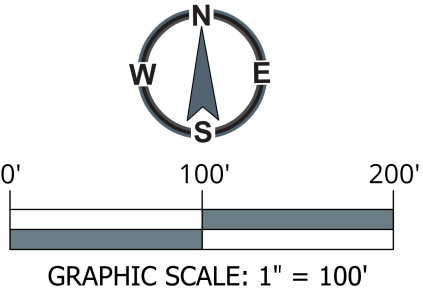
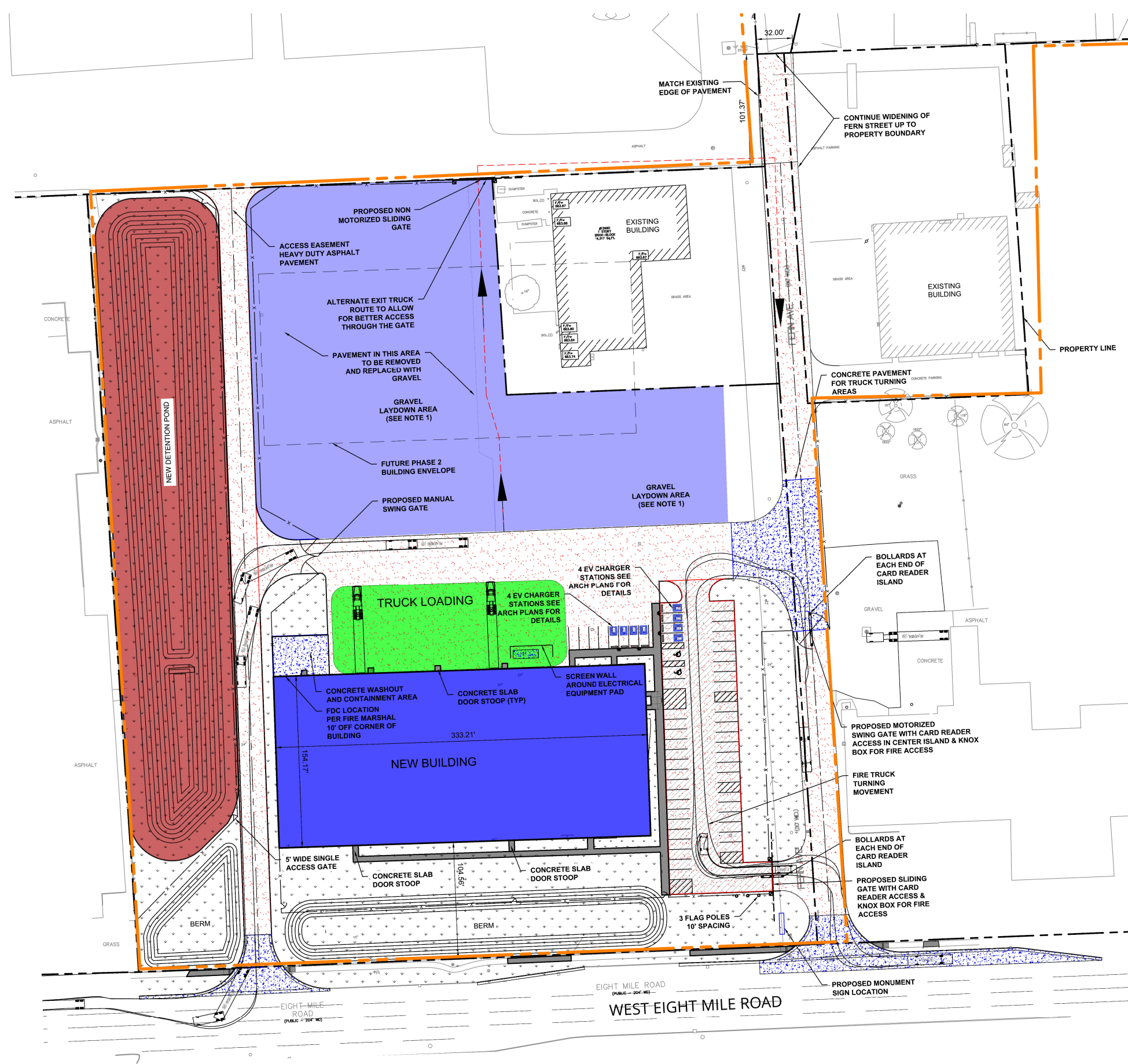


Project:
PROJECT SASQUATCH

Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

Sheet Name:
SUMMARY OF GROUNDWATER EXCEEDANCES DIAGRAM

No.	Revision Date
Date:	10-14-2025
GIS Specialist:	N. WRIGHT
Designer:	T. HELMICK
Project No.:	093860.00.008
Figure No.:	4
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- LEGEND**
- APPROXIMATE SITE BOUNDARY
 - NEW BUILDING
 - LAYDOWN AREA
 - TRUCK LOADING AREA
 - NEW DETENTION POND
 - CONCRETE PAVEMENT
 - HEAVY DUTY ASPHALT
 - STANDARD DUTY ASPHALT
 - LANDSCAPE GREEN SPACE AREA
 - EXISTING BUILDING



Project:
PROJECT SASQUATCH

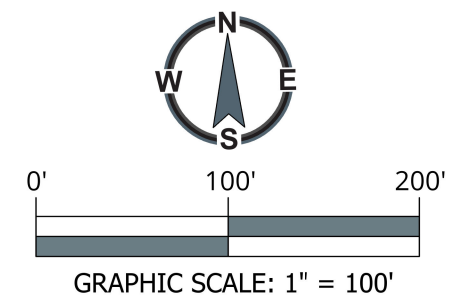
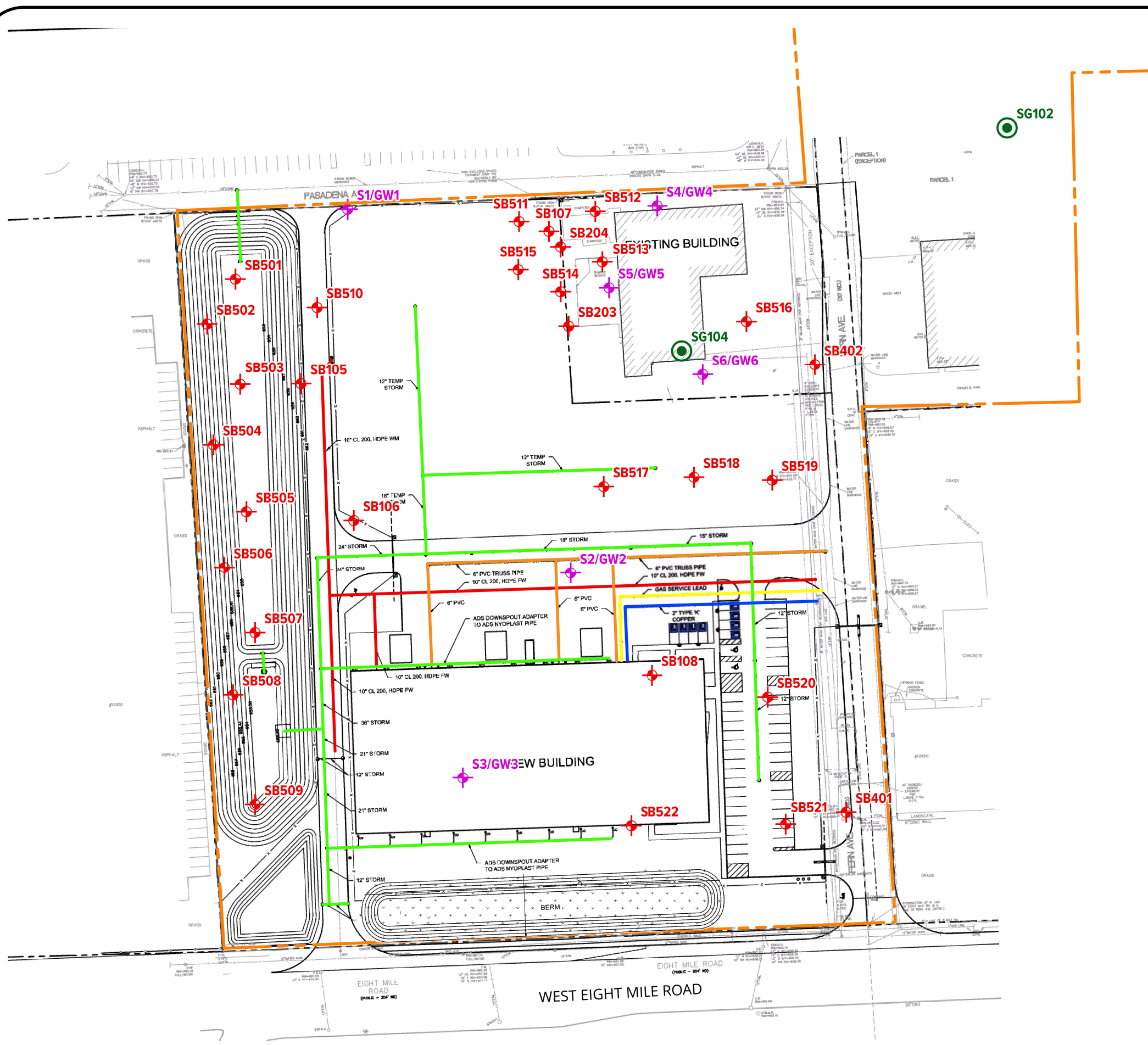
Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

Sheet Name:
PROPOSED DEVELOPMENT LAYOUT

No.	Revision Date

Date: **10-14-2025**
 GIS Specialist: **N. WRIGHT**
 Designer: **T. HELMICK**
 Project No.: **093860.00.008**
 Figure No.: **5**

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- LEGEND**
- APPROXIMATE SITE BOUNDARY
 - ✚ APPROXIMATE SOIL BORING LOCATION COMPLETED BY SME
 - ✚ APPROXIMATE SOIL BORING LOCATION COMPLETED BY GZA
 - ⊙ APPROXIMATE SOIL GAS LOCATION
 - APPROXIMATE STORM SEWER UTILITY LOCATION
 - APPROXIMATE SANITARY SEWER UTILITY LOCATION
 - APPROXIMATE NATURAL GAS UTILITY LOCATION
 - APPROXIMATE WATER UTILITY LOCATION
 - APPROXIMATE FIRE SUPPRESSION UTILITY LOCATION



Project:
PROJECT SASQUATCH

Project Location:
**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

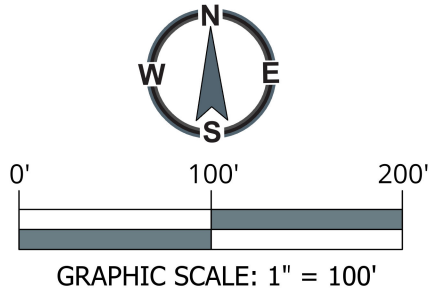
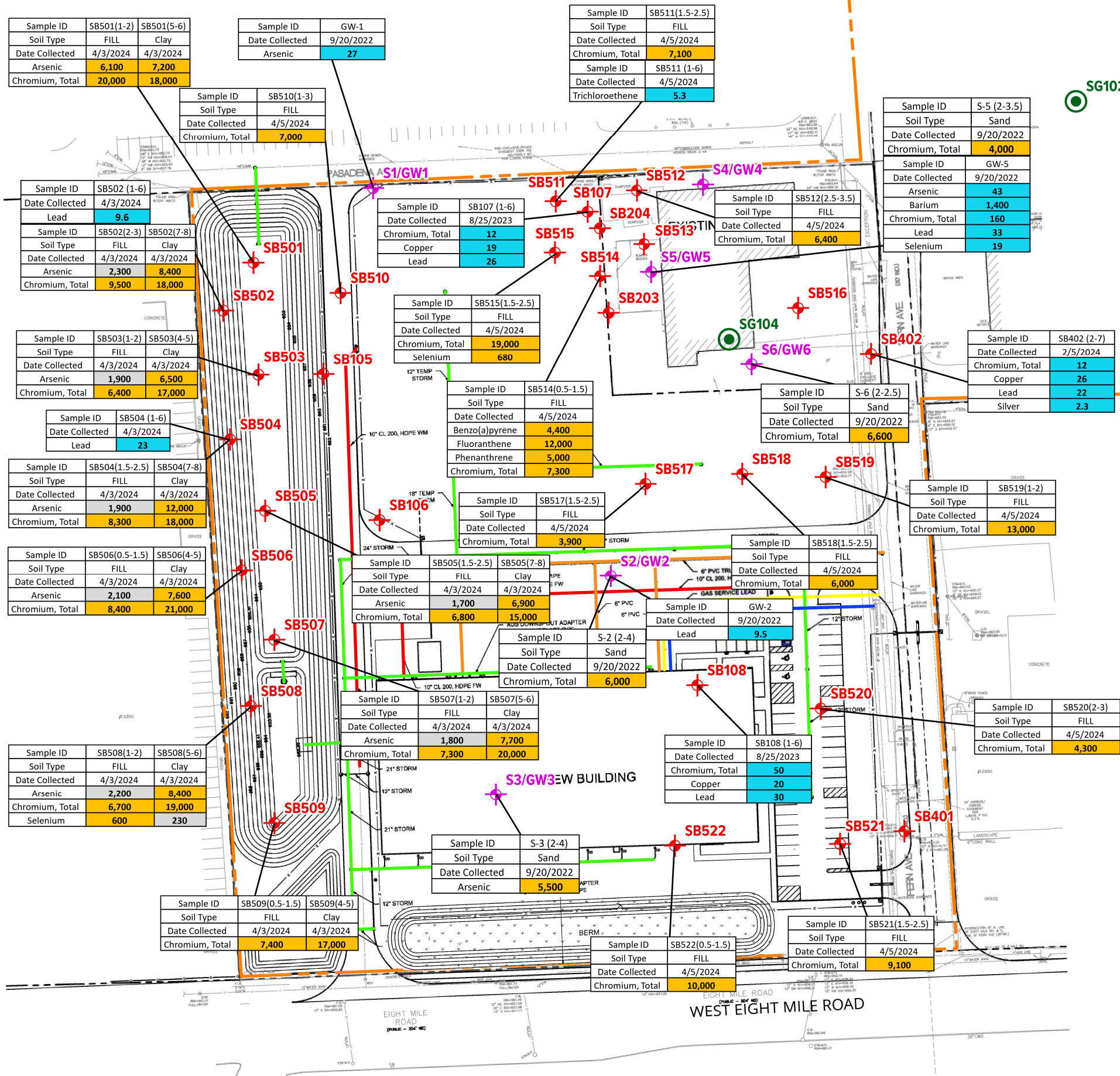
Sheet Name:
UTILITY AND BORING LOCATIONS

No.	Revision Date

Date: **10-14-2025**
GIS Specialist: **N. WRIGHT**
Designer: **T. HELMICK**
Project No.: **093860.00.008**
Figure No.: **6**

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LEGEND

- APPROXIMATE SITE BOUNDARY
- APPROXIMATE SOIL BORING LOCATION COMPLETED BY SME
- APPROXIMATE SOIL BORING LOCATION COMPLETED BY GZA
- APPROXIMATE SOIL GAS LOCATION
- APPROXIMATE STORM SEWER UTILITY LOCATION
- APPROXIMATE SANITARY SEWER UTILITY LOCATION
- APPROXIMATE NATURAL GAS UTILITY LOCATION
- APPROXIMATE WATER UTILITY LOCATION
- APPROXIMATE FIRE SUPPRESSION UTILITY LOCATION

ANALYTICAL HIGHLIGHTS

- RESULT EXCEEDS RESIDENTIAL PART 201 CRITERIA IN SOIL
- RESULT EXCEEDS RESIDENTIAL PART 201 CRITERIA IN GROUNDWATER
- RESULT DETECTED BUT DOES NOT EXCEED CRITERIA

NOTE:
1. CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER LITER (µg/ L) IN GROUNDWATER AND MICROGRAMS PER KILOGRAM (µg/ kg) IN SOIL AND EXCEED THE LABORATORY REPORTING LIMIT.



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Project:

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Project Location:

**WEST EIGHT MILE ROAD AND FERN STREET
OAK PARK, MICHIGAN**

Sheet Name:

PROPOSED DEVELOPMENT LAYOUT

No.	Revision Date

Date: **10-14-2025**

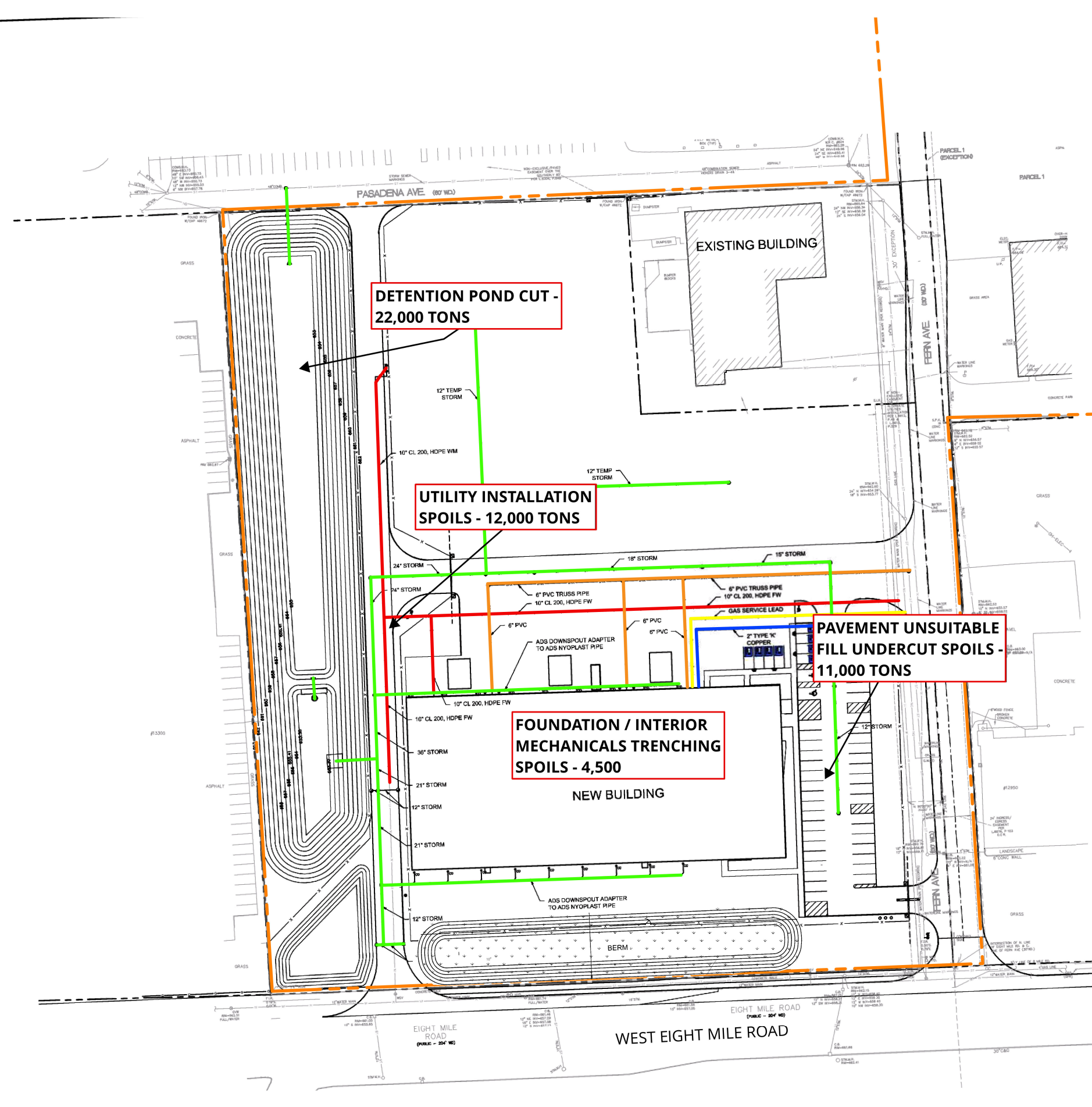
GIS Specialist: **N. WRIGHT**

Designer: **T. HELMICK**

Project No.: **093860.00.008**

Figure No.: **7**

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0' 100' 200'

GRAPHIC SCALE: 1" = 100'

LEGEND

- APPROXIMATE SITE BOUNDARY
- APPROXIMATE STORM SEWER UTILITY LOCATION
- APPROXIMATE SANITARY SEWER UTILITY LOCATION
- APPROXIMATE NATURAL GAS UTILITY LOCATION
- APPROXIMATE WATER UTILITY LOCATION
- APPROXIMATE FIRE SUPPRESSION UTILITY LOCATION

TOTAL SOIL SPOILS - 49,500

NOTE:

1. CONCENTRATIONS ARE SHOWN IN MICROGRAMS PER KILOGRAM ($\mu\text{g}/\text{kg}$) AND EXCEED ONE OR MORE PART 201 GENERIC RESIDENTIAL CLEANUP CRITERIA.

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Project:

PROJECT SASQUATCH

Project Location:

WEST EIGHT MILE ROAD AND FERN STREET OAK PARK, MICHIGAN

Sheet Name:

CONTAMINATED SOIL ESTIMATES

No.	Revision Date

Date: **10-14-2025**

GIS Specialist: **N. WRIGHT**

Designer: **T. HELMICK**

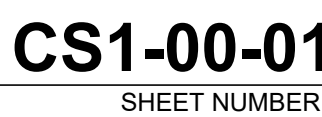
Project No.: **093860.00.008**

Figure No.: **8**

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UNDERGROUND UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER OF FIELD CONDITIONS THAT DIFFER FROM CONDITIONS AS SHOWN ON THESE DRAWINGS.

UNDERGROUND UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER OF FIELD CONDITIONS THAT DIFFER FROM CONDITIONS AS SHOWN ON THESE DRAWINGS.

ATTACHMENT 3

ANALYTICAL DATA SUMMARY TABLES

Notes are found on the last page of this table.

Constituent	Chemical Analysis Results																
	Sample Identification																
	Depth (feet)																
	Date Collected																
	Soil Type Sample Location																
	SB502	SB502	SB503	SB503	SB504	SB504	SB505	SB505	SB506	SB506	SB507	SB507	SB508	SB508	SB509	SB509	SB510
	(2'-3')	(7'-8')	(1'-2')	(4'-5')	(1.5'-2.5')	(7'-8')	(1.5'-2.5')	(7'-8')	(0.5'-1.5')	(4'-5')	(1'-2')	(5'-6')	(1'-2')	(5'-6')	(0.5'-1.5')	(4'-5')	(1'-3')
	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/3/2024	4/5/2024
	FILL	Clay	FILL	Clay	FILL	Clay	FILL	Clay	FILL	Clay	FILL	Clay	FILL	Clay	FILL	Clay	FILL
	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)
VOCs																	
Other Analyzed VOCs	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL
Polynuclear Aromatic Hydrocarbons (PAHs)																	
Acenaphthene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Acenaphthylene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Anthracene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(a)anthracene	<330	<330	<330	<330	<330	<330	<330	<330	460	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(a)pyrene	<330	<330	<330	<330	340	<330	<330	<330	460	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(b)fluoranthene	<330	<330	<330	<330	470	<330	<330	<330	810	<330	<330	<330	<330	<330	570	<330	<330
Benzo(g,h,i)perylene	<330	<330	<330	<330	<330	<330	<330	<330	420	<330	<330	<330	<330	<330	<330	<330	<330
Benzo(k)fluoranthene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Chrysene	<330	<330	<330	<330	350	<330	<330	<330	550	<330	<330	<330	<330	<330	450	<330	<330
Dibenzo(a,h)anthracene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Fluoranthene	<330	<330	<330	<330	650	<330	<330	<330	1,200	<330	<330	<330	<330	<330	1,000	<330	<330
Fluorene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Indeno(1,2,3-cd)pyrene	<330	<330	<330	<330	<330	<330	<330	<330	480	<330	<330	<330	<330	<330	<330	<330	<330
2-Methylnaphthalene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330
Phenanthrene	<330	<330	<330	<330	<330	<330	<330	<330	470	<330	<330	<330	<330	<330	520	<330	<330
Pyrene	<330	<330	<330	<330	590	<330	<330	<330	940	<330	<330	<330	<330	<330	820	<330	<330
Other Analyzed PAHs	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL
Metals																	
Arsenic	2,300	8,400	1,900	6,500	1,900	12,000	1,700	6,900	2,100	7,600	1,800	7,700	2,200	8,400	4,100	5,400	1,600
Barium	43,000	50,000	15,000	52,000	26,000	54,000	25,000	36,000	37,000	79,000	28,000	54,000	37,000	47,000	37,000	51,000	29,000
Cadmium	200	130	<50	99	210	120	170	240	160	120	110	150	280	110	220	150	100
Chromium, Total**	9,500	16,000	6,400	17,000	8,300	16,000	6,800	15,000	8,400	21,000	7,300	20,000	6,700	16,000	7,400	17,000	7,000
Copper	12,000	13,000	<1,000	13,000	5,900	13,000	5,200	11,000	4,300	15,000	5,200	14,000	7,400	14,000	8,400	13,000	7,000
Lead	20,000	8,600	1,700	6,900	11,000	6,900	6,200	6,500	8,000	8,600	5,700	7,800	11,000	7,900	19,000	9,900	9,900
Mercury	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50
Selenium	270	<200	<200	220	310	<200	350	200	290	290	250	260	600	230	400	250	320
Silver	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100
Zinc	25,000	43,000	6,400	40,000	22,000	39,000	14,000	46,000	17,000	47,000	12,000	45,000	20,000	41,000	21,000	39,000	12,000

Constituent	Chemical Analysis Results												Maximum Concentration Measured at Property
	Sample Identification												
	Depth (Feet)												
	Date Collected												
	Soil Type												
	Sample Location												
	SB511	SB512	SB513	SB514	SB515	SB516	SB517	SB518	SB519	SB520	SB521	SB522	
	(1.5'-2.5')	(2.5'-3.5')	(1'-2')	(0.5'-1.5')	(1.5'-2.5')	(2'-3')	(1.5'-2.5')	(1.5'-2.5')	(1'-2')	(2'-3')	(1.5'-2.5')	(0.5'-1.5')	
	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	
	FILL	FILL	FILL	FILL	FILL	FILL	FILL	FILL	FILL	FILL	FILL	FILL	
	SME (13000 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	
VOCs													
Other Analyzed VOCs	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL
Polynuclear Aromatic Hydrocarbons (PAHs)													
Acenaphthene	<330	<330	<330	340	<330	<330	<330	<330	<330	<330	<330	<330	340
Acenaphthylene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<RL
Anthracene	<330	<330	<330	900	<330	<330	<330	<330	<330	<330	<330	<330	900
Benzo(a)anthracene	<330	<330	<330	4,400	710	<330	<330	<330	<330	<330	<330	<330	4,400
Benzo(a)pyrene	<330	<330	<330	4,400	760	<330	<330	<330	<330	<330	<330	<330	4,400
Benzo(b)fluoranthene	<330	<330	<330	6,700	1,200	<330	<330	<330	<330	<330	<330	<330	6,700
Benzo(g,h,i)perylene	<330	<330	<330	3,200	580	<330	<330	<330	<330	<330	<330	<330	3,200
Benzo(k)fluoranthene	<330	<330	<330	2,500	460	<330	<330	<330	<330	<330	<330	<330	2,500
Chrysene	<330	<330	<330	5,500	810	<330	<330	<330	<330	<330	<330	<330	5,500
Dibenz(a,h)anthracene	<330	<330	<330	890	<330	<330	<330	<330	<330	<330	<330	<330	890
Fluoranthene	<330	<330	<330	12,000	1,500	<330	<330	<330	<330	<330	<330	<330	12,000
Fluorene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<RL
Indeno(1,2,3-cd)pyrene	<330	<330	<330	3,800	700	<330	<330	<330	<330	<330	<330	<330	3,800
2-Methylnaphthalene	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<330	<RL
Phenanthrene	<330	<330	<330	5,000	350	<330	<330	<330	<330	<330	<330	<330	5,000
Pyrene	<330	<330	<330	9,800	1,300	<330	<330	<330	<330	<330	<330	<330	9,800
Other Analyzed PAHs	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL
Metals													
Arsenic	1,400	1,200	2,100	1,400	5,000	1,200	1,100	1,800	2,900	1,800	3,100	3,200	12,000
Barium	23,000	20,000	33,000	28,000	38,000	31,000	22,000	27,000	80,000	18,000	34,000	64,000	80,000
Cadmium	92	<50	190	<50	340	<50	160	730	120	53	290	410	930
Chromium, Total**	7,100	6,400	7,100	7,300	19,000	5,100	3,800	6,000	13,000	4,300	9,100	10,000	21,000
Copper	4,600	2,900	7,000	1,500	25,000	2,200	2,800	12,800	7,400	3,100	6,000	9,800	27,000
Lead	3,000	3,100	8,400	3,300	13,000	2,400	5,500	23,000	22,000	3,700	160,000	58,000	160,000
Mercury	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<RL
Selenium	270	<200	340	<200	680	<200	<200	340	<200	400	<200	370	680
Silver	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<RL
Zinc	7,600	5,900	12,000	8,000	12,000	7,500	24,000	23,000	28,000	8,900	20,000	77,000	150,000



TABLE 1
SUMMARY OF SOIL ANALYTICAL RESULTS
PROJECT SASQUATCH
OAK PARK, MICHIGAN
SME PROJECT NO.: 093860.00

- Notes:
- Concentrations reported in micrograms per kilogram (µg/kg).
 - Analytical results were compared to the December 30, 2013 Promulgated Cleanup Criteria, Residential and/or Nonresidential Part 201 Generic Cleanup Criteria and Screening Levels, updated June 25, 2018.
 - Analytical results were also compared to the EGLE September 4, 2020 Residential and/or Nonresidential Volatilization to Indoor Air Pathway (VIAP) Screening Levels.
 - Results exceeding one or more criteria are shaded, as are the criteria exceeded.
 - Results exceeding one or more VIAP Screening Level have a BOLD border.
 - Refer to the analytical report for the full list of analytes.
 - CS - Criterion is specific to individual constituent.
 - <RL - Analytical result was below laboratory reporting limit.
 - ID - Insufficient data to develop criteria.
 - NA - Not applicable.
 - NE - Not evaluated.
 - NLV - Not likely to volatilize.
 - NLL - Not likely to leach.
 - * - GSI Protection was calculated for the indicated metals using the EGLE spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO3 was used to calculate GSI. Results are presented for surface water receiving bodies not protected as a drinking water source.
 - *italicized* - the respective criterion was below the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
 - ** - Total chromium results compared to the more restrictive hexavalent chromium criteria because chromium was not speciated.
 - *** - Total chromium results compared to trivalent chromium criteria because hexavalent chromium was analyzed and not measured above the laboratory reporting limit in the soil sample that had the highest total chromium concentration.
 - Concentrations were also compared to, and found to be below, the ambient and indoor air criteria and the soil saturation concentration screening levels.
 - Laboratory indicated that there was not sufficient sample to complete the additional fine and coarse lead fraction analysis.



TABLE 2
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
PROJECT SASQUATCH
OAK PARK, MICHIGAN
SME PROJECT NO.: 093860.00

Constituent		Part 201 Generic Cleanup Criteria			Volatilization to Indoor Air Pathway (VIAP) Screening Levels	Chemical Analysis Results																	Maximum Concentration Measured at Property		
						Sample Identification Depth (Feet) Date Collected Sample Location																			
		Residential Drinking Water Criteria	Non Residential Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Nonresidential Shallow Groundwater	GW-1	GW-2	GW-5	GW-6	SB105	SB107	SB108	SB203	SB204	SB402	SB502	SB504	SB507	SB511	SB512	SB513	SB514		SB515	
						(0.0' - 7.5')	(0.0' - 8')	(0.0' - 9.1')	(0.0' - 6.1')	(2' - 7')	(1' - 6')	(1' - 6')	(2' - 7')	(0' - 5')	(2'-7')	(1'-6')	(1'-6')	(0'-5')	(1'-6')	(0'-5')	(1'-6')	(0'-5')		(1'-6')	(0'-5')
						9/20/2022	9/20/2022	9/20/2022	9/20/2022	8/25/2023	8/25/2023	8/25/2023	11/1/2023	11/1/2023	2/5/2024	4/3/2024	4/3/2024	4/3/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	4/5/2024	
						GZA (13000 W. 8 Mile Rd)	GZA (13000 W. 8 Mile Rd)	GZA (12990 W. 8 Mile Rd)	GZA (12990 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (12992 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (Fern St S ROW)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (12990 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)	SME (13000 W. 8 Mile Rd)		
VOCs		CAS #																							
cis-1,2-Dichloroethene		156-59-2	70	70	620	14	<RL	<RL	<RL	<RL	<1.0	13	<1.0	<1.0	10	<RL	<1.0	<1.0	<1.0	11	<1.0	<1.0	5.1	1.7	13
Trichloroethene		79-01-6	5	5	200	1.6	<RL	<RL	<RL	<RL	<1.0	3.2	<1.0	<1.0	2.2	<RL	<1.0	<1.0	<1.0	5.3	<1.0	<1.0	<1.0	<1.0	5.3
Other Analyzed VOCs		CS	CS	CS	CS	CS	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	0
Polynuclear Aromatic Hydrocarbons (PAHs)																									
Other Analyzed PAHs		CS	CS	CS	CS	CS	NE	NE	NE	NE	<RL	<RL	<RL	<RL	<RL	<RL	NE	NE	NE	NE	NE	NE	NE	NE	0
Metals																									
Arsenic		7440-38-2	10	10	10	NA	27	8	43	<RL	<5.0	<5.0	9.2	NE	NE	<5.0	<5.0	<5.0	20	NE	NE	NE	NE	NE	43
Barium		7440-39-3	2,000	2,000	670	NA	160	130	1,400	110	240	170	540	NE	NE	330	110	130	<100	NE	NE	NE	NE	NE	1,400
Cadmium		7440-43-9	5	5	3	NA	<RL	<RL	1.5	<RL	<1.0	<1.0	1.0	NE	NE	2.1	<1.0	<1.0	<1.0	NE	NE	NE	NE	NE	2.1
Chromium, Total		7440-47-3	100	100	11	NA	<RL	<RL	160	<RL	<10	12	50	NE	NE	12	<10	<10	<10	NE	NE	NE	NE	NE	160
Copper		7440-50-8	1,000	1,000	13	NA	NE	NE	NE	NE	11	19	20	NE	NE	26	9.5	<4.0	<4.0	NE	NE	NE	NE	NE	26
Lead		7439-92-1	4.0	4.0	34	NA	<RL	9.5	33	<RL	<3.0	26	30	NE	NE	22	9.6	23	<3.0	NE	NE	NE	NE	NE	33
Mercury		7439-97-6	2.0	2.0	0.0013	0.30	<RL	<RL	<RL	<RL	<0.20	<0.20	<0.20	NE	NE	<0.20	<0.20	<0.20	<0.20	NE	NE	NE	NE	NE	0
Selenium		7782-49-2	50	50	5	NA	<RL	<RL	19	<RL	<5.0	<5.0	<5.0	NE	NE	<5.0	<5.0	<5.0	<5.0	NE	NE	NE	NE	NE	19
Silver		7440-22-4	34	98	0.2	NA	<RL	<RL	<RL	<RL	<0.20	<0.20	<0.20	NE	NE	2.3	<0.20	<0.20	<0.20	NE	NE	NE	NE	NE	2
Zinc		7440-66-6	2,400	5,000	170	NA	NE	NE	NE	NE	<50	<50	91	NE	NE	140	<50	55	<50	NE	NE	NE	NE	NE	140

- Notes:
- Concentrations reported in micrograms per liter (µg/L).
 - Analytical results were compared to December 21, 2020 Promulgated Cleanup Criteria, Residential and Nonresidential Part 201 Generic Cleanup Criteria and Screening Levels.
 - Analytical results were also compared to the EGLE September 4, 2020 Residential and/or Nonresidential Volatilization to Indoor Air Pathway (VIAP) Screening Levels.
 - Results exceeding one or more criteria are shaded, as are the criteria exceeded.
 - Results exceeding one or more VIAP Screening Level have a BOLD border.
 - Refer to the analytical report for the full list of analytes.
 - CS - Criterion is specific to individual constituent.
 - <RL - Analytical result was below laboratory reporting limit.
 - NE - Not evaluated.
 - NA - Not available.
 - * = GSI Protection was calculated for the indicated metals using the EGLE spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO₃ was used to calculate GSI. Results are presented for surface water receiving bodies not protected as a drinking water source.
 - **Total chromium concentrations were compared to the more restrictive hexavalent chromium criteria because chromium was not speciated.
 - Concentrations were also compared to, and found to be below, the groundwater volatilization to indoor air inhalation criteria and the flammability and explosivity screening levels.

ATTACHMENT 4

AGREEMENTS

ATTACHMENT 5

SITE PHOTOS

1. 13000 8 Mile Rd.



2. 12990 8 Mile Rd.



3. 12992 8 Mile Rd.





CITY OF OAK PARK, MI STAFF REPORT

10.B.2

AGENDA FOR: December 15, 2025

SUBJECT: Request to approve OPCIA Façade Grant, for Lifestyle Athletics Health Fitness, located at 10820 W 9 Mile Road

DEPARTMENT: Economic and Community Development

FROM: Michelle Bishop, Manager of Authorities

SUMMARY: The Corridor Improvement Authority has received an application for a Façade Improvement Grant from business owner Myia Burgess, owner of Lifestyle Athletics Health Fitness at 10820 W 9 Mile Road. The project consists of a new lighted sign on the front of the building. The project specifications have met city guidelines for the program. The CIA board has reviewed the grant application and recommends approving the façade grant for a maximum amount of \$1,891.82.

FINANCIAL STATEMENT: Money is available in the façade improvement budget
251.00.000.970.003

RECOMMENDED ACTION: Request that City Council approve the façade grant for Lifestyle Athletics, for a maximum of 50% of the project costs in an amount not to exceed \$1,891.82.

EXHIBITS:

1. Packet for City Council



FAÇADE GRANT APPLICATION

BUSINESS: LIFESTYLE ATHLETICS HEALTH FITNESS

10820 W 9 MILE ROAD

GRANT AMOUNT REQUESTED: \$1891.82

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Myia Burgess

Address: 20530 Salem St

City: Detroit

State: MI

ZIP Code: 48219

Phone: 248.875.7916

Email: myiab@lifestyleathleticsmb.com

FOR TENANTS

Name of Building Owner: Vchuda Kleiner

Address of Building Owner: 23800 Northwestern Hwy Ste. 190A

City: Southfield

State: MI

Zip Code: 48076

Phone: 248.483.1270

Email:

PROPERTY TO BE IMPROVED

Name of Business: Lifestyle Athletics Health Fitness - MAB Fitness - Motivation, Accountability Balance

Address: 10820 W Nine Mile Rd

Phone: 313.920.3708

City: Oak Park

State: MI

ZIP Code: 48237

Type of Business: Gym (Personal Training)

Tax ID # 92-1658936

Proposed start of construction: 12/2025

Anticipated completion: 12/2025

Short description of proposed work: Building sign - Front of Building

ACKNOWLEDGEMENTS

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

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

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances, and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program.
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines.
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.
7. If Applicant chooses to alter the scope of work after EDP has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
8. Applicant agrees to allow the EDP to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES	
Signature of applicant: <u><i>Myia Burgess</i></u>	Date: <u>11/19/2025</u>
Printed name of applicant: <u>Myia Burgess</u>	
Signature of Property Owner (If applicable): <u><i>see attached</i></u>	Date:
Printed name of Property Owner (If applicable):	
FOR DCED OFFICE USE ONLY	
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES ☒ NO ☐
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES ☒ NO ☐
Are the proposed improvements eligible under the requirements of the program?	YES ☒ NO ☐
Has the applicant provided architectural drawings of the proposed improvement?	YES ☒ NO ☐
Has the applicant included at least two photos of the current property?	YES ☒ NO ☐
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES ☒ NO ☐
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☒ NO ☐
Date submitted for approval <u>12/8/25</u> Amount approved _____	
Approved by CIA or City Council	
YES ☐	NO ☐

DK

Didi Kleiner <didi@regalassets2.com>

To: Myia Burgess <myiab@lifestyleathleticsmb.com>



Thu 12/4/2025 10:30 AM

Hello To whom this may concern Maya may install the sign she had shown me via txt . At her own expense .

Thank you
Didi Kleiner

← Reply

→ Forward

LIFESTYLE ATHLETICS HEALTH FITNESS – FAÇADE GRANT

BEFORE PICS:





ESTIMATE

Date	Estimate #
11/25/2025	4254

Name & Address
Lifestyle Athletics & Health Myia Burgess 10820 W. 9 Mile Rd Oak Park, MI 48237

Ship To

Terms		Customer Contact	Customer Phone	
50% Dep.,Balance @ Install				
Qty	Description	Cost	Total	
1	Illuminated Pan Frame Wall Sign -Overall Size : 96" X 24" -White Push-thru Acrylic Letters -Frame Painted Stock Black -White LED and Driver (7700K) Wall Sign	2,494.00	2,494.00T	
1	Installation	740.00	740.00	
	Permit Costs Cost estimate does not include permit acquisition. This does not include the cost to establish an electrical conduit within 1 ft of sign location. We cannot provide this service for you, and you will have to have an electrician install a conduit prior to or following installation.	400.00	400.00	

Disclaimer:

- Vital Signs will make the electrical connection to the sign if service is available and within 3 feet of sign location at time of installation.
- Vital Signs will obtain all permits needed to install signage. Work will commence once all necessary permits have been received by our office.
- Vital Signs will not be held responsible for unknown obstacles which are beyond our control.
- This estimate is based on clear access to site of sign.
- Client agrees to non-disclosure of Vital Sign's drawings or proposals to obtain a sign made by another sign company.

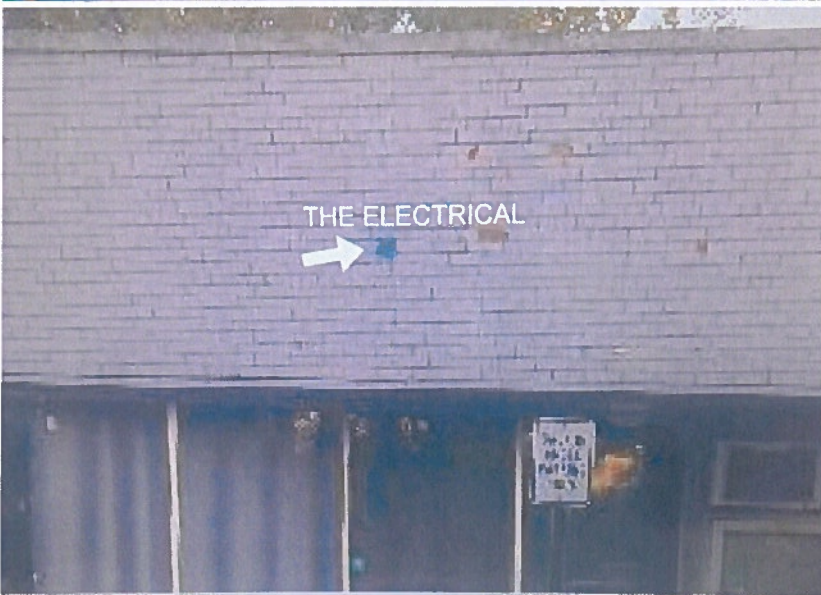
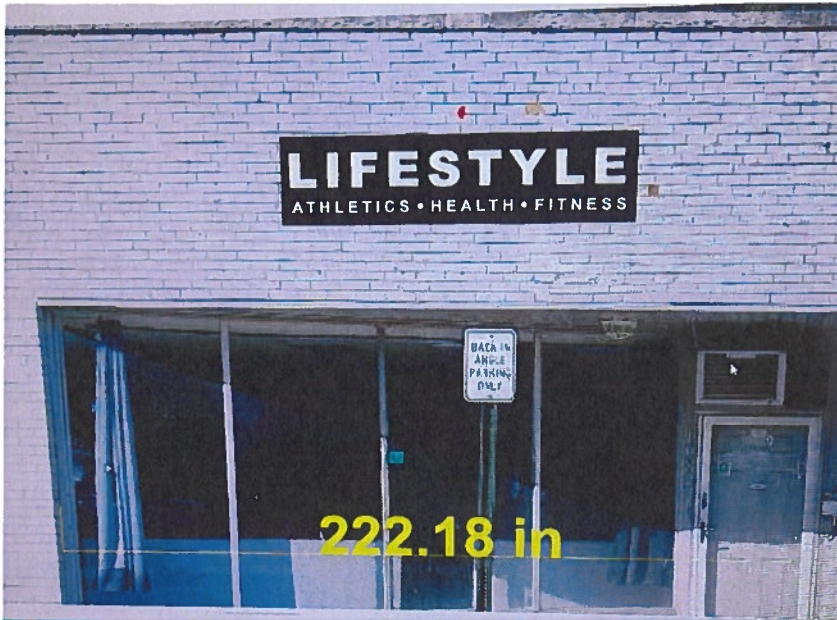
My signature below authorizes work to begin. I agree to pay the full amount according to the terms of this agreement. Work will commence once the signed estimate and 50% deposit is received by our office. Balance is due immediately upon completion of work. Vital Signs accepts the following methods of payment: Cash, Check or Credit Card

Signature: _____

Subtotal:	\$3,634.00
Sales Tax: (6.0%)	\$149.64
Estimate Total:	\$3,783.64

Lifestyle Athletics Health Fitness Façade Grant

Sign Design



INVOICE



Signs

CALL
TAXT
313

313
658-7722

23849 WEST 7 MILE ROAD DETROIT MI 48219

Invoice to:

LIFESTYLE

10820 W 9 MILE
OAK PARK, MI48237

Date : OCT 31

ITEM DESCRIPTION	QTY	PRICE	TOTAL
WALL SIGN	1	\$ 1500	\$ 1500
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

SUB TOTAL \$ 1500.00
TAX (0%) \$ 00.00

PAYMENT METHOD

GRAND TOTAL \$ 1500.00

Deposit \$800.00

Remaining Balance \$700.00
+ PERMIT FEES



CITY OF OAK PARK, MI STAFF REPORT

10.B.3

AGENDA FOR: December 15, 2025

SUBJECT: Approval of Pay Application No. 4 and Change Order No. 2 for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of \$626,212.35 and \$64,542.66 respectively.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Approval of Pay Application No. 4 and Change Order No. 2 for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694, by Warren Contractors & Development of Shelby Twp., MI be approved for the amount of \$626,212.35 and \$64,542.66 respectively. This project replaced the pavement in the alley and parking lots behind the businesses between Tulare and Gardner, just south of Eleven Mile and adds placemaking elements. This project is now approximately 90% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$1,989,091.25
Change Order No. 1:	\$25,830.00
Proposed Change Order No. 2:	\$64,542.66
Proposed Contract Amount	\$2,079,463.91
Total Earnings To Date:	\$1,881,750.49
Less Retainage:	\$103,973.20
Net Earned:	\$1,777,777.29
Deductions:	\$0.00
Balance:	\$1,777,777.29
Payments To Date:	\$1,151,564.94
Amount Due to Warren Contractor & Development:	\$626,212.35

RECOMMENDED ACTION: It is recommended that Pay Application No. 4 and Change Order No. 2 for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 by Warren Contractors & Development of Shelby Twp., MI be approved for the amount of \$626,212.35 and \$64,542.66 respectively. Funding is available in the Eleven Mile Special Assessment Fund

(813-18.444-970.000) and Corridor Improvement Authority Capital Improvement Fund (251.00-000-970.001).

EXHIBITS:

1. Pay Application No. 4
2. Change Order No. 2

PAYMENT APPLICATION

PROJECT: 11 Mile Road Alleys & Parking Lot Reconfiguration Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Warren Contractors & Development, Inc.
 14979 Technology Dr.
 Shelby Twp., MI 48315

JOB NUMBER: M-694
APPLICATION NO.: 4
PERIOD ENDING: 12/5/25
PAGE: 1 of 2

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	\$100,000.00	0.00	\$0.00	1.00	\$100,000.00
2	Concrete Pavement Removal, Modified SP	13,660	SYD	\$14.50	4,108.67	\$59,575.72	12,769.13	\$185,152.39
3	Asphalt Pavement Removal, Modified SP	460	SYD	\$17.00	0.00	\$0.00	501.14	\$8,519.38
4	Drainage Structure, Removing, Modified SP	1	EACH	\$735.00	0.00	\$0.00	0.00	\$0.00
5	Sewer Remove, Under 24 inches	50	LFT	\$50.00	0.00	\$0.00	0.00	\$0.00
6	24" Curb and Gutter Removal	1,025	LFT	\$16.00	518.00	\$8,288.00	1,121.00	\$17,936.00
7	Wall and Footing Removal	120	LFT	\$150.00	0.00	\$0.00	129.50	\$19,425.00
8	Earth Excavation, Modified SP	2,900	CYD	\$43.00	1,397.56	\$60,095.08	3,695.88	\$158,922.84
9	Remove and Relocate New Fire Hydrant, EJ 5BR250	1	EACH	\$10,000.00	0.00	\$0.00	1.00	\$10,000.00
10	Subgrade Undercutting, (Modified)	50	CYD	\$150.00	55.74	\$8,361.00	223.77	\$33,565.50
11	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	20	EACH	\$115.00	0.00	\$0.00	10.00	\$1,150.00
12	Aggregate Base Under Concrete (6" 21AA Crushed LS)	4,820	SYD	\$13.60	584.43	\$7,948.25	5,434.06	\$73,903.22
13	Aggregate Base Under Asphalt (10" 21AA Crushed LS)	8,120	SYD	\$22.50	4,239.56	\$95,390.10	7,878.89	\$177,275.03
14	Water Main, DI CL 54, 6 inch, Trench Detail B	25	LFT	\$425.00	0.00	\$0.00	34.25	\$14,556.25
15	Maintenance gravel, Modified SP	100	TON	\$52.00	0.00	\$0.00	53.00	\$2,756.00
16	Drainage Structure, 24 Inch (Inlet), Modified SP	1	EACH	\$4,300.00	0.00	\$0.00	0.00	\$0.00
17	Drainage Structure, 48 Inch Diameter, Modified SP	1	EACH	\$7,400.00	0.00	\$0.00	0.00	\$0.00
18	Catch Basin 5080 M3, Frame and Cover	1	EACH	\$800.00	2.00	\$1,600.00	9.00	\$7,200.00
19	Adjusting Drainage Structure Cover, Case 1, Modified SP	10	EACH	\$900.00	2.00	\$1,800.00	11.00	\$9,900.00
20	1" Water Service and Tapping Sleeve	50	LFT	\$204.00	0.00	\$0.00	76.00	\$15,504.00
21	Water Meter Pit Installation	2	EACH	\$7,900.00	0.00	\$0.00	2.00	\$15,800.00
22	Irrigation, Rain Bird SCZ-100-PRF 1"	3	EACH	\$150.00	3.00	\$450.00	3.00	\$450.00
23	Irrigation, Flush Valve	3	EACH	\$60.00	3.00	\$180.00	3.00	\$180.00
24	Irrigation, Drip Air Relief Valve	3	EACH	\$40.00	3.00	\$120.00	3.00	\$120.00
25	Irrigation, DripLine Netafim TL-DL-06-12-12	2,738	LFT	\$2.50	3,130.00	\$7,825.00	3,130.00	\$7,825.00
26	Irrigation, Hunter HQ-44RC 1"	2	EACH	\$500.00	2.00	\$1,000.00	2.00	\$1,000.00
27	Irrigation, Febco 765 1"	2	EACH	\$520.00	2.00	\$1,040.00	2.00	\$1,040.00
28	Irrigation, Hunter I2C-0800-M/ICC-PED	2	EACH	\$2,100.00	2.00	\$4,200.00	2.00	\$4,200.00
29	Irrigation, Hunter WR-CLIK	2	EACH	\$300.00	2.00	\$600.00	2.00	\$600.00
30	Irrigation, POC 1"	2	EACH	\$1,100.00	2.00	\$2,200.00	2.00	\$2,200.00
31	Irrigation, Lateral Polyethylene Pipe, 100 PSI, 1"	1,153	LFT	\$1.50	1,505.00	\$2,257.50	1,505.00	\$2,257.50
32	Irrigation, Mainline PVC Class 200 SDR 21, 1"	44	LFT	\$3.50	50.00	\$175.00	50.00	\$175.00
33	Irrigation, Pipe Sleeve: PVC Class 160 SDR 26, 2"	125	LFT	\$35.00	175.00	\$6,125.00	175.00	\$6,125.00
34	Hypar Shade Sail, Furnish and Install	2	EACH	\$12,800.00	1.00	\$12,800.00	1.00	\$12,800.00
35	Underdrain Subgrade, Open Graded 6" Modified SP	540	LFT	\$37.00	216.00	\$7,992.00	593.50	\$21,959.50
36	Conc. Pavement, Non-Reinf 7 in, W/Int curb and gutter Modified SP	4,850	SYD	\$76.00	1,151.83	\$87,539.08	3,548.85	\$269,712.60
37	24" Curb and Gutter Section	560	LFT	\$34.50	310.00	\$10,695.00	819.52	\$28,273.44
38	Sidewalk Concrete non- reinf, 8" Conc. Sidewalk/Drive Approach	2,950	SFT	\$9.00	3,701.99	\$33,317.91	6,935.69	\$62,421.21
39	Sidewalk Concrete non- reinf, 6" Conc. Sidewalk/Drive Approach	10,155	SFT	\$7.00	1,662.57	\$11,637.99	9,121.87	\$63,853.09
40	HMA Pavement, 13A or approved equal	900	TON	\$126.50	0.00	\$0.00	472.75	\$59,802.88
41	HMA Pavement, 11A or approved equal	1,360	TON	\$130.00	670.62	\$87,180.60	1,359.05	\$176,676.50
42	Cast In Place Detectable/ Tactile Warning Surface	10	SFT	\$52.00	0.00	\$0.00	0.00	\$0.00
43	Planting Bed Prep, Grading, Irrigation, and Topsoil	2,859	SFT	\$4.75	1,837.50	\$8,728.13	1,837.50	\$8,728.13
44	Class A Sodding, Modified SP	110	SYD	\$30.00	0.00	\$0.00	0.00	\$0.00
45	Salvage Sign	20	EACH	\$150.00	2.00	\$300.00	11.00	\$1,650.00
46	Sign, R78MI (Handicap Parking)	4	EACH	\$280.00	0.00	\$0.00	0.00	\$0.00
47	Post Hole through Concrete For Steel Post	12	EACH	\$115.00	3.00	\$345.00	3.00	\$345.00
48	Dumpster Enclosure, 15' by 10' Exterior Dimensions	3	EACH	\$23,600.00	0.00	\$0.00	3.00	\$70,800.00
49	Dumpster Enclosure, 21' by 10' Exterior Dimensions	1	EACH	\$32,500.00	0.00	\$0.00	1.00	\$32,500.00
50	Permanent Bollards, 6" with Plastic Bollard Covers	46	EACH	\$875.00	19.00	\$16,625.00	46.00	\$40,250.00

51	Removable Bollards, 6" with Embedment Sleeve & Bollard Covers	30	EACH	\$1,390.00	21.00	\$29,190.00	21.00	\$29,190.00
52	Pavt Marking, 12" Ladder Cross walk White	100	LFT	\$1.10	0.00	\$0.00	109.00	\$119.90
53	Pavt Marking, 12" Cross Hatching White	255	LFT	\$1.10	0.00	\$0.00	0.00	\$0.00
54	Pavt Marking, Direction Arrow white, 9.3' X 2.5'	15	EACH	\$26.00	3.00	\$78.00	12.00	\$312.00
55	Pavt Mrkg., 4" white striping	14,300	LFT	\$0.50	2,778.30	\$1,389.15	5,410.30	\$2,705.15
56	Pavt Mrkg. 4" Blue striping	1,500	LFT	\$0.50	515.10	\$257.55	896.10	\$448.05
57	Pavt Mrkg. Handicap Kit 48"x48"	12	EACH	\$52.00	7.00	\$364.00	11.00	\$572.00
58	Pavt Mrkg. 4" Yellow striping	2,280	LFT	\$0.50	100.00	\$50.00	1,140.00	\$570.00
59	Pavt Mrkg. Pedestrian symbol kit, 48" x 48", Yellow	8	EACH	\$30.00	0.00	\$0.00	4.00	\$120.00
60	Electrical Rise Panel & Enclosure	2	EACH	\$19,320.00	0.00	\$0.00	2.00	\$38,640.00
61	TayMac PP55Z ParkPost Outdoor Power Pedestal Enclosure	2	EACH	\$1,000.00	0.00	\$0.00	0.00	\$0.00
62	Oblica Fire Table by Montana Fire Pits	2	EACH	\$16,700.00	0.00	\$0.00	0.00	\$0.00
63	Sival Commercial Grade Heavy Duty Outdoor String Lighting	1,000	LFT	\$82.00	0.00	\$0.00	0.00	\$0.00
64	10-Deg Acclaim UNA-241-ADRN-Unity-H1-LED Flood Light	6	EACH	\$7,500.00	0.00	\$0.00	0.00	\$0.00
65	30-Deg Acclaim UNA-241-ADRN-Unity-H1-LED Flood Light	4	EACH	\$7,500.00	0.00	\$0.00	0.00	\$0.00
66	Acclaim-Aria-WDS-Wireless-DMX	4	EACH	\$4,600.00	0.00	\$0.00	0.00	\$0.00
67	Acclaim-ART500-DMX-Controller-w/enclosure	4	EACH	\$17,250.00	0.00	\$0.00	0.00	\$0.00
68	Rigid Electrical Conduit with wiring	960	LFT	\$29.00	0.00	\$0.00	209.50	\$6,075.50
69	Flexible Electrical Conduit with wiring	50	LFT	\$55.00	0.00	\$0.00	0.00	\$0.00
70	PVC Electrical Conduit with wiring	50	LFT	\$52.00	0.00	\$0.00	0.00	\$0.00
71	Natural Gas Service Piping	120	LFT	\$72.00	0.00	\$0.00	75.00	\$5,400.00
72	Outdoor Power Pedestal, TayMac PP55z ParkPost Power Enclosure	2	EACH	\$1,050.00	0.00	\$0.00	0.00	\$0.00
73	Project Cleanup, Modified SP	1	LSUM	\$7,600.00	0.00	\$0.00	0.00	\$0.00
74	Conduit, DB, 1, 3 inch	0	LFT	\$52.00	0.00	\$0.00	96.50	\$5,018.00
75	Dumpster Enclosure Height Addition	0	EACH	\$2,418.75	0.00	\$0.00	4.00	\$9,675.00
76	Warren Survey for Parking Lot Re-design	0	LSUM	\$3,675.00	0.00	\$0.00	1.00	\$3,675.00
77	Asphalt Wedge - East Lot	0	LSUM	\$7,140.00	1.00	\$7,140.00	1.00	\$7,140.00
78	Topsoil, Seed, & Fertilizer	0	SYD	\$15.00	29.33	\$439.95	29.33	\$439.95
79	Removable Bollards Extra - Crash Rated	0	EACH	\$610.63	21.00	\$12,823.23	21.00	\$12,823.23
80	20' Stenberg Round Tapered Pole Foundations	0	EACH	\$6,263.25	5.00	\$31,316.25	5.00	\$31,316.25

ALTERNATE ITEMS

13A	Aggregate Base Under Asphalt (10" 21AA Crushed LS)	3,700	SYD	\$22.50	0.00	\$0.00	0.00	\$0.00
40A	HMA Pavement, 13A or approved equal	410	TON	\$130.00	0.00	\$0.00	0.00	\$0.00
41A	HMA Pavement, 11A or approved equal	1,025	TON	\$130.00	0.00	\$0.00	0.00	\$0.00

TOTALS: \$629,439.49 \$1,881,750.49

Original Contract Amount: \$1,989,091.25
Change Order No.1: \$25,830.00
Change Order No.2: \$64,542.66
New Contract Amount: \$2,079,463.91

Earnings This Period: \$629,439.49
Total Earnings to Date: \$1,881,750.49
Less Retainage: \$103,973.20
Net Earned: \$1,777,777.29
Deductions: \$0.00
Balance: \$1,777,777.29
Payments to Date: \$1,151,564.94
Amount Due: \$626,212.35

Accepted By: Nicholas Cerullo
Nicholas Cerullo (Dec 9, 2025 11:00:01 EST)
Warren Contractors & Development, Inc.

Date: 12/9/25

Accepted By: kimberly marrone
Kim Marrone, Director of Municipal Services
City of Oak Park, Michigan

Date: 12/9/25

CHANGE ORDER

PROJECT: 11 MILE ROAD ALLEYS & PARKING LOT RECONFIGURATION PROJECT JOB NUMBER: M-694

OWNER: CITY OF OAK PARK, MICHIGAN CHANGE ORDER NO.: 2

CONTRACTOR: WARREN CONTRACTORS & DEVELOPMENT, INC. PAGE: 1
14979 TECHNOLOGY DR.
SHELBY TWP., MI 48315

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
77	Asphalt Wedge - East Lot	0	LSUM	\$7,140.00	1.00	1.00	\$7,140.00
78	Topsoil, Seed, & Fertilizer	0	SYD	\$15.00	29.33	29.33	\$439.95
79	Removable Bollards Extra - Crash Rated	0	EACH	\$610.63	42.00	21.00	\$25,646.46
80	20' Sternberg Round Tapered Pole Foundations	0	EACH	\$6,263.25	5	5	\$31,316.25
TOTALS							\$64,542.66

SUMMARY

Total Increase \$64,542.66
Total for Change Order No. 2: \$64,542.66

Contract Amount \$1,989,091.25
Change Order No. 1: \$25,830.00
Change Order No. 2: \$64,542.66
New Contract Amount: \$2,079,463.91

Nicholas Cerullo
Nicholas Cerullo (Dec 9, 2025 11:02:23 EST)

Warren Contractors & Development, Inc.

12/9/25

Date

kimberly marrone

Kim Marrone, Director of Municipal Services

*Reviewed by and recommended for approval by City Council

12/9/25

Date



CITY OF OAK PARK, MI STAFF REPORT

10.C.1

AGENDA FOR: December 15, 2025

SUBJECT: Approval of Payment Application No. 6 and Change Order No. 4 for the Event Hub Project in the amounts of \$820,398.26 and \$0.00 respectively.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is Payment Application No. 6 and Change Order No. 4 for the Event Hub Project. The Construction Manager, Architect, and City Administration have 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 November 30, 2025. The masonry and carpenter contractors are continuing their work to get the Event Hub enclosed for Winter. The project is approximately 50% 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
Proposed Guaranteed Maximum Price (GMP):	\$9,447,004.33
Total Work Completed to Date:	\$4,218,235.80
Less Retainage:	\$370,061.13
Net Earned:	\$3,848,174.67
Payments to Date:	\$3,027,776.41
Amount Due to FRS:	\$820,398.26

RECOMMENDED ACTION: It is recommended that Payment Application No. 6 and Change Order No. 4 for the Event Hub Project in the amounts of \$820,398.26 and \$0.00 respectively. Funding is available in the Event Hub Fund (405-18.447-970.204).

EXHIBITS:

1. Event Hub_Pay 6



Company:		Frank Rewold and Sons, Inc.
Job No.		11644
Project:		Oak Park Event Hub
Billing Period this Invoice Covers:		November 2025 Owner Billing - AIA Billing #06
Amount Due this Invoice:		\$ 820,398.26
Notation(s):		(Owner Held) Albaugh Amount Due this invoice: \$63,000.00 Check must be cut directly to Albaugh and sent to FRS for disbursement



APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:
Oak Park;City of

Project:
11644 - Oak Park Event Hub and Bandshell

Contract: Oak Park Event Hub and Bandshell

Via Architect:
Neumann / Smith Architecture

From Contractor
Frank Rewold & Sons Inc.
303 E 3rd Street Suite 300
Rochester,MI 48307

Application #:11644-06

Period to:11/30/2025

Contract for:City Buildout

Contract date:06/13/2025

Project #s

Distribution to:

Owner ☐

Architect ☐

Contractor ☐

Field ☐

Other ☐

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 \$4,218,235.80
- 5. Retainage \$370,061.13
- 6. Total retainage (Lines 5a + 5b or total of Column I of G703) \$370,061.13
- 7. Total earned less retainage \$3,848,174.67
- 8. Less previous certificates for payment (Line 7 from prior cert.) \$3,027,776.41
- 9. Current payment due \$820,398.26
- 10. Balance to finish, including retainage \$5,598,829.66
- 11. Overall Percentage Complete 44.65%

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$519,622.83	\$-478,614.50
Total approved this month	\$74,711.00	\$-74,711.00
TOTALS	\$594,333.83	\$-553,325.50
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 Frank Rewold Date 12/1/2025

85113DFA2E27468...

State Of Michigan

County Of Oakland

Subscribed and sworn to before me this 1st day of December 2025

Notary Public: Lillian Wilson

Acting in County 326A7090E13244A...

My Commission expires: May 26, 2029

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 \$ 820,398.26

ARCHITECT: Signed by:

By Philip Hennings Date 12/2/2025

2342A9F739414BA...

Signed by:

Dave Deloster 12/4/2025

6A434E5991544CF...

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 #:11644-06
Application Date: 11/30/2025
Period to:11/30/2025
Architect's Project #: Oak Park Event Hub and Bandshell

A	B	C	Approved Changes	Revised Contract Amount	Work Completed		F	G	G.1	H	I
					From previous application	Completed This period					
01-0000	General Conditions	459,975.00	-19,282.00	440,693.00	34,727.64	3,649.31	0.00	38,376.95	8.71 %	402,316.05	0.00
01-0001	Staffing	448,708.00	1,810.00	450,518.00	169,840.00	35,902.50	0.00	205,742.50	45.67 %	244,775.50	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	-17,173.00	390,280.00	0.00	0.00	0.00	0.00	0.00 %	390,280.00	0.00
01-9900	CM Fee	253,407.00	1,099.84	254,506.84	98,975.73	26,534.92	0.00	125,510.65	49.32 %	128,996.19	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	28,979.00	449,943.00	147,735.00	139,069.00	0.00	286,804.00	63.74 %	163,139.00	28,680.40
03-3500	Concrete Finishing & Polishing	20,200.00	15,000.00	35,200.00	0.00	7,578.85	7,421.15	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	19,616.00	802,616.00	787,008.80	6,944.00	0.00	793,952.80	98.92 %	8,663.20	79,395.28
05-5200	Handrails	35,000.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
06-1001	Carpentry	194,261.00	5,100.00	199,361.00	47,900.00	37,400.00	0.00	85,300.00	42.79 %	114,061.00	8,530.00
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	7,500.00	0.00	0.00	7,500.00	10.05 %	67,150.00	750.00
07-4200	Metal Siding	369,300.00	82,830.00	452,130.00	7,500.00	246,615.00	37,720.00	291,835.00	64.55 %	160,295.00	29,183.50
07-5000	Membrane Roofing	204,134.00	6,650.00	210,784.00	176,667.00	0.00	0.00	176,667.00	83.81 %	34,117.00	17,666.70
07-9200	Joint Sealants	132,500.00	23,580.00	156,080.00	22,299.00	22,299.00	0.00	44,598.00	28.57 %	111,482.00	4,459.80
08-1113	Doors, Frames & Hardware	45,700.00	0.00	45,700.00	3,770.00	0.00	0.00	3,770.00	8.25 %	41,930.00	377.00
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	125,076.80	0.00	0.00	125,076.80	58.72 %	87,923.20	12,507.68

A	B	C			Revised Contract Amount	D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes			From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
09-3000	Hard Tile	9,425.00	0.00		9,425.00	0.00	0.00	0.00	0.00	0.00 %	9,425.00	0.00
09-5100	Acoustical Ceilings	26,615.00	105,670.00		132,285.00	0.00	0.00	0.00	0.00	0.00 %	132,285.00	0.00
09-6500	Resilient Flooring	4,050.00	750.00		4,800.00	0.00	0.00	0.00	0.00	0.00 %	4,800.00	0.00
09-6723	Resinous Flooring	44,585.00	0.00		44,585.00	0.00	0.00	0.00	0.00	0.00 %	44,585.00	0.00
09-9100	Painting	27,200.00	4,938.00		32,138.00	0.00	0.00	0.00	0.00	0.00 %	32,138.00	0.00
10-1400	Signage	30,000.00	0.00		30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
10-2113	Toilet Partitions & Access	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	32,500.00	0.00		32,500.00	0.00	0.00	0.00	0.00	0.00 %	32,500.00	0.00
11-4000	Food Service Equipment	183,773.00	444.00		184,217.00	87,650.80	3,104.64	51,744.00	142,499.44	77.35 %	41,717.56	14,249.94
21-0001	Fire Suppression	51,150.00	0.00		51,150.00	5,040.00	0.00	0.00	5,040.00	9.85 %	46,110.00	504.00
22-0001	Plumbing	323,851.00	0.00		323,851.00	93,584.95	59,573.50	0.00	153,158.45	47.29 %	170,692.55	15,315.85
23-0001	HVAC	413,500.00	25,933.50		439,433.50	240,133.98	49,566.45	0.00	289,700.43	65.93 %	149,733.07	28,970.05
26-0001	Electrical	865,548.00	21,866.00		887,414.00	409,290.96	52,848.00	47,822.33	509,961.29	57.47 %	377,452.71	50,996.13
31-1000	Site Cleaning	444,000.00	113,384.00		557,384.00	428,966.00	68,418.00	0.00	497,384.00	89.24 %	60,000.00	49,738.40
32-3100	Fence	60,120.00	0.00		60,120.00	25,860.00	0.00	0.00	25,860.00	43.01 %	34,260.00	2,586.00
32-3300	Site Furnishings	255,075.00	0.00		255,075.00	0.00	0.00	0.00	0.00	0.00 %	255,075.00	0.00
32-9000	Landscaping	316,624.00	20,278.00		336,902.00	0.00	0.00	0.00	0.00	0.00 %	336,902.00	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	-20,775.00		54,225.00	0.00	0.00	0.00	0.00	0.00 %	54,225.00	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	0.00		5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1007	ALW-Miscellaneous Restoration	7,500.00	0.00		7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	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
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

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	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	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
60-1011	ALW-Non-Earthwork Spoils	23,205.00	-12,888.00	10,317.00	0.00	0.00	0.00	0.00	0.00 %	10,317.00	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	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	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		Revised Contract Amount	D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes		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	61,118.50	61,118.50	0.00	0.00	0.00	0.00	0.00 %	61,118.50	0.00
Total		9,405,996.00	41,008.33	9,447,004.33	3,314,025.15	759,503.17	144,707.48	4,218,235.80		5,228,768.53	370,061.13



Oak Park Event Hub & Bandshell Construction Progress Report November 2025



Prepared for:
Erik Tungate, City Manager
ETungate@oakparkmi.gov
David Decoster, Deputy City Manager
DDecoster@oakparkmi.gov



Milestones

- Event Hub interior concrete floor slab poured
- Bandshell stage, steps and storage room concrete slabs poured

November Progress

- Event Hub exterior rough framing ongoing
- Openings have been temporarily enclosed for winter
- Installed temporary heaters, lighting and power supply
- Installed floor protection on concrete that gets polished finish
- Rough Mechanical, Electrical and plumbing ongoing in Event Hub
- Masonry veneer ongoing around Event Hub
- Masonry installed at dumpster enclosure

Scheduled for December

- Build interior masonry walls
- Continue rough mechanical, electrical and plumbing
- Complete masonry veneer
- Complete exterior framing
- Install overhead doors
- Install exterior aluminum glazing systems

Financial Summary

Description	October	November
Original GMP	\$9,405,996	\$ 9,405,996
Approved Changes To-Date	\$ 41,008	\$ 41,008
Total GMP	\$9,447,004	\$ 9,447,004
Billed To-Date*	\$3,774,981	\$ 4,749,192
Retainage To-Date*	\$ 332,344	\$ 423,156.62
Current Payment Due*	\$ 823,320	\$ 883,398.00
Percentage Billed*	40%	50%
*Includes owner-held contracts		



November 18 – East elevation masonry veneer

November 2025
Construction Progress Report
Oak Park Event Hub & Bandshell

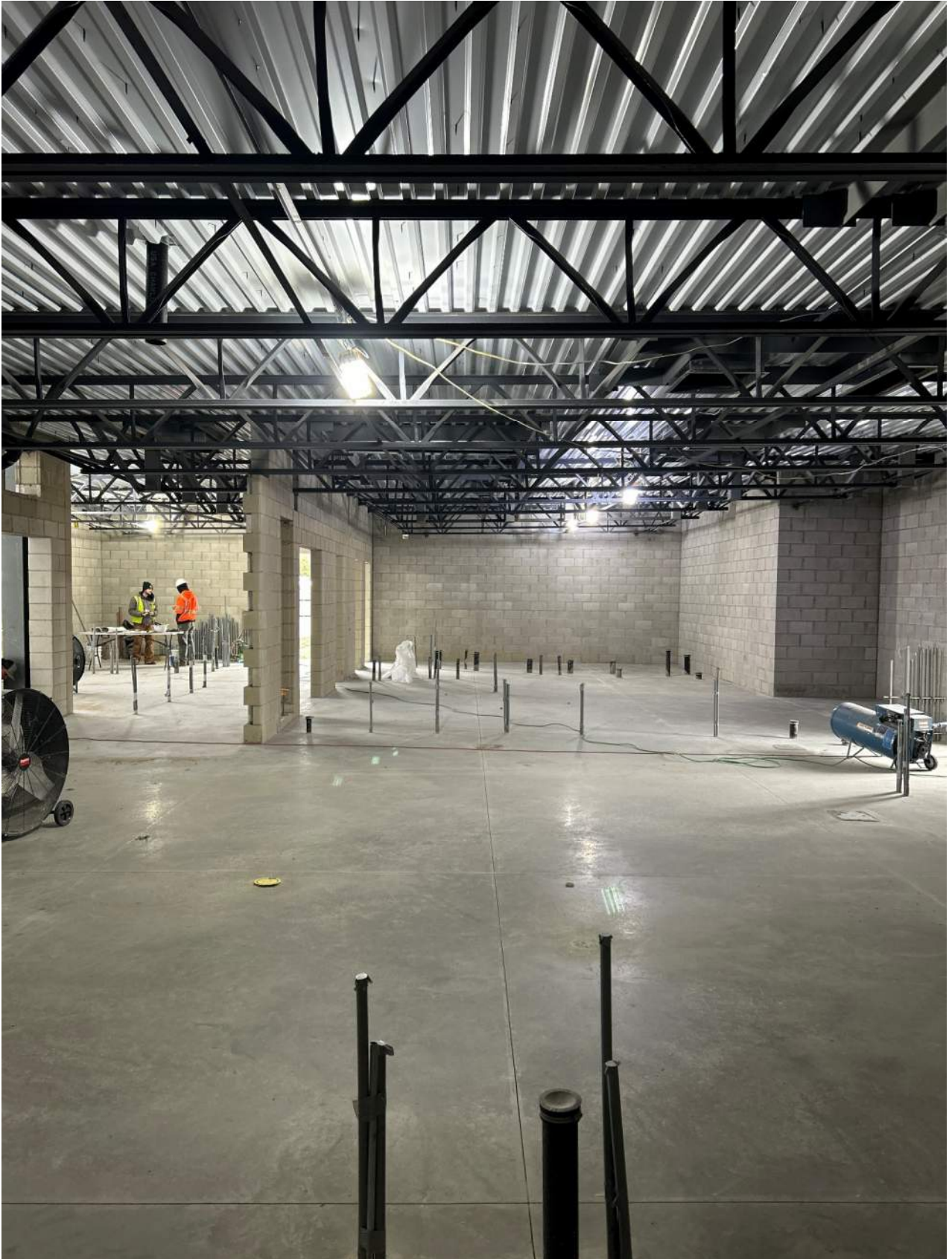


November 18 – Event Space concrete floor

November 2025

Construction Progress Report

Oak Park Event Hub & Bandshell



November 18 – East Wing concrete floor

November 2025

Construction Progress Report

Oak Park Event Hub & Bandshell



November 21 – Bandshell concrete covered for winter protection



December 1 – Rough sanitary plumbing in bathrooms



December 1 – Electrical main distribution panel and sub panels being set in Mechanical Room



Company:		Frank Rewold and Sons, Inc.
Job No.		11644
Project:		Oak Park Event Hub
Billing Period this Invoice Covers:		November 2025 Owner Billing - AIA Billing #06
Amount Due this Invoice:		\$ 820,398.26
Notation(s):		(Owner Held) Albaugh Amount Due this invoice: \$63,000.00 Check must be cut directly to Albaugh and sent to FRS for disbursement

APPLICATION AND CERTIFICATE FOR PAYMENT



To Owner:
Oak Park;City of

Project:
11644 - Oak Park Event Hub and Bandshell
Contract: Oak Park Event Hub and Bandshell
Via Architect:
Neumann / Smith Architecture

From Contractor
Frank Rewold & Sons Inc.
303 E 3rd Street Suite 300
Rochester,MI 48307

Application #:11644-06
Period to:11/30/2025
Contract for:City Buildout
Contract date:06/13/2025
Project #s

Distribution to:
Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

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	\$4,218,235.80
5. Retainage	\$370,061.13
a. Less Retainage of completed work (Column D and E on G703)	\$364,144.61
b. Less Retainage of stored materials (Column F on G703)	\$5,916.52
6. Total retainage (Lines 5a + 5b or total of Column I of G703)	\$370,061.13
7. Total earned less retainage	\$3,848,174.67
8. Less previous certificates for payment (Line 7 from prior cert.)	\$3,027,776.41
9. Current payment due	\$820,398.26
10. Balance to finish, including retainage	\$5,598,829.66
11. Overall Percentage Complete	44.65%

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$519,622.83	\$-478,614.50
Total approved this month	\$74,711.00	\$-74,711.00
TOTALS	\$594,333.83	\$-553,325.50
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 _____ Date _____

State Of Michigan

County Of

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public:

Acting in County

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 **\$ 820,398.26**

ARCHITECT:

By _____ Date _____

APPLICATION AND CERTIFICATE FOR PAYMENT

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 #:11644-06
Application Date: 11/30/2025
Period to:11/30/2025
Architect's Project #: Oak Park Event Hub and Bandshell

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		Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
					From previous application	Completed This period					
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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	-17,173.00	390,280.00	0.00	0.00	0.00	0.00	0.00 %	390,280.00	0.00
01-9900	CM Fee	253,407.00	1,099.84	254,506.84	98,975.73	26,534.92	0.00	125,510.65	49.32 %	128,996.19	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	28,979.00	449,943.00	147,735.00	139,069.00	0.00	286,804.00	63.74 %	163,139.00	28,680.40
03-3500	Concrete Finishing & Polishing	20,200.00	15,000.00	35,200.00	0.00	7,578.85	7,421.15	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	19,616.00	802,616.00	787,008.80	6,944.00	0.00	793,952.80	98.92 %	8,663.20	79,395.28
05-5200	Handrails	35,000.00	0.00	35,000.00	0.00	0.00	0.00	0.00	0.00 %	35,000.00	0.00
06-1001	Carpentry	194,261.00	5,100.00	199,361.00	47,900.00	37,400.00	0.00	85,300.00	42.79 %	114,061.00	8,530.00
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	7,500.00	0.00	0.00	7,500.00	10.05 %	67,150.00	750.00
07-4200	Metal Siding	369,300.00	82,830.00	452,130.00	7,500.00	246,615.00	37,720.00	291,835.00	64.55 %	160,295.00	29,183.50
07-5000	Membrane Roofing	204,134.00	6,650.00	210,784.00	176,667.00	0.00	0.00	176,667.00	83.81 %	34,117.00	17,666.70
07-9200	Joint Sealants	132,500.00	23,580.00	156,080.00	22,299.00	22,299.00	0.00	44,598.00	28.57 %	111,482.00	4,459.80
08-1113	Doors, Frames & Hardware	45,700.00	0.00	45,700.00	3,770.00	0.00	0.00	3,770.00	8.25 %	41,930.00	377.00
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	125,076.80	0.00	0.00	125,076.80	58.72 %	87,923.20	12,507.68

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09-3000	Hard Tile	9,425.00	0.00	9,425.00	0.00	0.00	0.00	0.00	0.00 %	9,425.00	0.00
09-5100	Acoustical Ceilings	26,615.00	105,670.00	132,285.00	0.00	0.00	0.00	0.00	0.00 %	132,285.00	0.00
09-6500	Resilient Flooring	4,050.00	750.00	4,800.00	0.00	0.00	0.00	0.00	0.00 %	4,800.00	0.00
09-6723	Resinous Flooring	44,585.00	0.00	44,585.00	0.00	0.00	0.00	0.00	0.00 %	44,585.00	0.00
09-9100	Painting	27,200.00	4,938.00	32,138.00	0.00	0.00	0.00	0.00	0.00 %	32,138.00	0.00
10-1400	Signage	30,000.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00 %	30,000.00	0.00
10-2113	Toilet Partitions & Access	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	32,500.00	0.00	32,500.00	0.00	0.00	0.00	0.00	0.00 %	32,500.00	0.00
11-4000	Food Service Equipment	183,773.00	444.00	184,217.00	87,650.80	3,104.64	51,744.00	142,499.44	77.35 %	41,717.56	14,249.94
21-0001	Fire Suppression	51,150.00	0.00	51,150.00	5,040.00	0.00	0.00	5,040.00	9.85 %	46,110.00	504.00
22-0001	Plumbing	323,851.00	0.00	323,851.00	93,584.95	59,573.50	0.00	153,158.45	47.29 %	170,692.55	15,315.85
23-0001	HVAC	413,500.00	25,933.50	439,433.50	240,133.98	49,566.45	0.00	289,700.43	65.93 %	149,733.07	28,970.05
26-0001	Electrical	865,548.00	21,866.00	887,414.00	409,290.96	52,848.00	47,822.33	509,961.29	57.47 %	377,452.71	50,996.13
31-1000	Site Cleaning	444,000.00	113,384.00	557,384.00	428,966.00	68,418.00	0.00	497,384.00	89.24 %	60,000.00	49,738.40
32-3100	Fence	60,120.00	0.00	60,120.00	25,860.00	0.00	0.00	25,860.00	43.01 %	34,260.00	2,586.00
32-3300	Site Furnishings	255,075.00	0.00	255,075.00	0.00	0.00	0.00	0.00	0.00 %	255,075.00	0.00
32-9000	Landscaping	316,624.00	20,278.00	336,902.00	0.00	0.00	0.00	0.00	0.00 %	336,902.00	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	-20,775.00	54,225.00	0.00	0.00	0.00	0.00	0.00 %	54,225.00	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	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1007	ALW-Miscellaneous Restoration	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	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
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

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60-1010	ALW-Decorative Bollard Foundations	3,500.00	0.00	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
60-1011	ALW-Non-Earthwork Spoils	23,205.00	-12,888.00	10,317.00	0.00	0.00	0.00	0.00	0.00 %	10,317.00	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	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	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

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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	61,118.50	61,118.50	0.00	0.00	0.00	0.00	0.00 %	61,118.50	0.00
Total		9,405,996.00	41,008.33	9,447,004.33	3,314,025.15	759,503.17	144,707.48	4,218,235.80		5,228,768.53	370,061.13