



## **BOARD OF DIRECTORS MEETING**

March 10, 2026

5:30 P.M.

Auburn Hills City Hall, Administrative Conference Room • 1827 N. Squirrel Road, Auburn Hills, MI  
Minutes of the TIFA Board Meeting will be on file in the City Clerk's Office • 248-370-9402

### **MEETING CALLED TO ORDER**

**1) ROLL CALL**

**2) PERSONS WISHING TO BE HEARD**

**3) APPROVAL OF MINUTES**

- a) TIFA Regular Meeting Minutes – February 10, 2026

**4) CORRESPONDENCE AND PRESENTATIONS**

**5) CONSENT AGENDA**

**All items listed are considered to be routine by the Tax Increment Finance Authority and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.**

- a) FY 2026 Adopted Budget and YTD Summary – February 28, 2026

**6) UNFINISHED BUSINESS**

**7) NEW BUSINESS**

- a) The DEN Renovation – Bid Award & Budget Amendment
- b) Hyde Associates & TIFA Use Agreement Extension
- c) Primary Parking Lot Design Services
- d) Greystone Pickleball Club – Final Payment Authorization

**8) EXECUTIVE DIRECTOR REPORT**

- a) Discussion of \$3,000,000 transfer to the General Fund

**9) BOARD MEMBER COMMENTS**

**10) ADJOURNMENT**

**Next Meeting is Scheduled for April 14, 2026 at 5:30 p.m.**



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 10, 2025

AGENDA ITEM NO \_\_\_\_\_

TAX INCREMENT FINANCE AUTHORITY

**“Not Yet Approved”  
CITY OF AUBURN HILLS  
TAX INCREMENT FINANCE AUTHORITY MEETING**

**February 10, 2025**

**CALL TO ORDER:** Chairman Kneffel called the meeting to order at 5:40 PM.

**ROLL CALL:**

Present:	Kneffel, Goodhall, Barash, Fletcher, Ferro, Long
Absent:	None
Also Present:	Andrew Hagge, Assistant to the City Manager/Executive Director; Jackie Monroy-Krieg, Director of Senior Services; Jenny Brown, Dutton Farm CEO
Guests:	Jack Ferguson, City Council

**LOCATION:** Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills, MI 48326

**PERSONS WISHING TO BE HEARD**

None

**APPROVAL OF MINUTES**

**A. TIFA Regular Meeting Minutes – January 20, 2026**

There was no discussion on the approval of the minutes.

**Moved by Mr. Goodhall to approve the TIFA Board of Directors Regular Meeting Minutes from January 20, 2026, as presented.**

**Seconded by Dr. Fletcher**

**Yes: Kneffel, Goodhall, Fletcher, Barash, Ferro, Long  
No: none**

**Motion Carried**

**CORRESPONDENCE & PRESENTATIONS**

None

**CONSENT AGENDA**

**A. FY 2025 Adopted Budget and YTD Summary – January 31, 2026**

There was no discussion of the Consent Agenda.

Moved by Dr. Fletcher to approve the Consent Agenda.

Seconded by Mr. Ferro

Yes: Kneffel, Goodhall, Fletcher, Barash, Ferro, Long  
No: None

Motion Carried

### UNFINISHED BUSINESS

None

### NEW BUSINESS

#### **A. Dutton Farm Incentive Grant Approval**

Both Mr. Hagge and Ms. Brown presented the item regarding the incentive grant for Dutton Farm. Mr. Hagge explained how the reimbursement grant would work, further explaining that the buildout and renovation of Dutton Farm's space would have a direct benefit to both Auburn Hills businesses and Auburn Hills residents. Ms. Brown explained the mission, vision, and values of the Dutton Farm organization and how they recently expanded into their Auburn Hills location, which is located within TIFA district B. The Board inquired about signage and further marketing opportunities to help get the word out about the services that Dutton Farm offers. Additionally, the Board asked if there was any involvement between Dutton Farm and Oakland University and if there were opportunities for their services and expertise to align.

**Moved by Dr. Fletcher to adopt the attached resolution providing a grant to Dutton Farm in the amount of \$246,445.00 and paid in accordance with the provisions contained therein; and authorize the Chairman and Executive Director to sign the Resolution on behalf of the Board.**

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Barash, Fletcher, Ferro, Long  
No: None

Motion Carried

#### **B. Purchase of Community Center Tables**

Director of Senior Services, Jackie Monroy-Krieg, presented the agenda item regarding the purchase approval of tables for the community center to the Board. Director Monroy-Krieg, explained the wear and tear that has affected the current tables, which have been in place since the opening of the Community Center. Mrs. Monroy-Krieg explained the different table options and recommended the option with a lifetime warranty to the Board of Directors. It was further explained to the Board that community center tables were budgeted for in 2026, and the total for this purchase came in under budget.

**Moved by Mr. Ferro to approve the purchase from KI, Sourcewell delivered and installed, in the not to exceed amount of \$30,484.48 for 26 60-inch round tables with perfect edge.**

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Barash, Fletcher, Ferro, Long  
No: None

Motion Carried

### EXECUTIVE DIRECTOR REPORT

Mr. Hagge briefed the Board of Directors about an upcoming item that will appear on the March 10<sup>th</sup> meeting agenda. That item is the renovation of The DEN. Mr. Hagge explained to the Board that \$350,000 was budgeted for this project between both the TIFA and the DDA. However, after going out to bid and receiving bid responses, Mr. Hagge indicated that this project

will go over budget, and the motion before in the Board during the March 10<sup>th</sup> meeting will feature a budget amendment as well.

**BOARD MEMBER COMMENTS**

The Board inquired about the installation of a bench and trash can within the alleyway in the downtown, which is located within the TIF-A district.

**ANNOUNCEMENT OF NEXT MEETING**

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, March 10, 2026, at 5:30 p.m. in the City Hall Administrative Conference Room located at, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

**ADJOURNMENT**

**Moved by Dr. Fletcher to adjourn the TIFA Board meeting.**

**Seconded by Mr. Goodhall**

**Yes: Kneffel, Goodhall, Barash, Fletcher, Ferro, Long**

**No: None**

**Motion carried**

**The TIFA Board of Directors meeting adjourned at 6:26 p.m.**

Steve Goodhall  
Secretary of the Board

Andrew Hagge  
Assistant to the City Manager



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TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director;

DATE: March 2, 2026

SUBJECT: FY 2026 Adopted Budget and YTD Summary – February 28, 2026

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**STATEMENT OF NET POSITION**

TIF-A

- \$2.7 million cash
- \$1,112,015 million invested
  - \$626,703 – MiClass
  - \$482,424 – MiClass Edge
  - \$2,888 – Insight

TIF-B

- \$12.6 million cash
- \$3.5 million invested
  - \$3.5 million – MiClass Edge
  - \$80,487 – Insight

TIF-D

- \$5.5 million cash
- \$13,897 invested
  - \$13,897 – Insight

**TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES**

- Approximately 22% of budgeted revenues have been received for TIF-A in fiscal year 2026.

Property Taxes:	\$287,660
Other Revenue:	\$22,316
Interest:	\$7,257
EV Charging Fees:	\$1,048
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	<b>\$318,281</b>
- Approximately 3% of budgeted expenditures have been utilized for fiscal year 2026.

**TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES**

- Approximately 18% of budgeted revenues have been received for TIF-B in fiscal year 2026.

Property Taxes:	\$341,506
Interest:	\$28,266
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	<b>\$369,772</b>
- Approximately 0% of budgeted expenditures have been utilized for fiscal year 2026.

**TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES**

- Approximately 8% of budgeted revenues have been received for TIF-D in fiscal year 2026.

Property Taxes:	\$37,871
Interest:	\$7,462
EV Charging Fees:	\$685
Event Sponsorships:	\$32,500
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	<b>\$78,518</b>
- Approximately 5% of budgeted expenditures have been utilized for fiscal year 2026.

**An appropriate motion is:**

**Move to receive and file the TIFA Financial Report for period ending February 28, 2026.**

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2026

\*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Amended Budget	YTD Balance 02/28/2026	Activity For 02/28/2026	Available Balance 02/28/2026	% Bdgt Used
<b>Fund: 251 TIFA A</b>						
<b>Account Category: Revenues</b>						
<b>Department: 735 TIFA A</b>						
20	PROPERTY TAXES	945,566.00	287,659.71	66,199.94	657,906.29	30.42
25	STATE SHARED REVENUE	192,335.00			192,335.00	0.00
35	CHARGES FOR SERVICES	300.00	1,047.90	1,047.90	(747.90)	349.30
28	INTEREST REVENUE	104,514.00	7,256.75		97,257.25	6.94
39	OTHER REVENUE	80,537.00	22,316.80	1,868.00	58,220.20	27.71
38	TRANSFERS FROM FUNDS	100,000.00			100,000.00	0.00
Total Dept 735 - TIFA A		1,423,252.00	318,281.16	69,115.84	1,104,970.84	22.36
Revenues		1,423,252.00	318,281.16	69,115.84	1,104,970.84	22.36
<b>Account Category: Expenditures</b>						
<b>Department: 735 TIFA A</b>						
251-735-708.000-TREELIGHTING	OVERTIME WAGES	2,600.00			2,600.00	0.00
251-735-715.000-TREELIGHTING	SOCIAL SECURITY	200.00			200.00	0.00
251-735-722.000	WORKERS COMPENSATION	22.00	5.31	5.31	16.69	24.14
251-735-729.000	PRINTING	1,500.00			1,500.00	0.00
251-735-730.000	POSTAGE	250.00			250.00	0.00
251-735-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	10,000.00			10,000.00	0.00
251-735-799.000	EQUIPMENT UNDER \$5,000	2,800.00			2,800.00	0.00
251-735-800.199	LANDSCAPE/GEN MAINT	10,000.00	116.03	116.03	9,883.97	1.16
251-735-802.000-CHAMBER_3395	CONTRACTED SERVICES	5,000.00			5,000.00	0.00
251-735-802.000-THEDEN__3388	CONTRACTED SERVICES	5,000.00			5,000.00	0.00
251-735-810.000	INVESTMENT MANAGEMENT FEES	425.00	19.99	19.99	405.01	4.70
251-735-817.000	CONSULTANT SERVICES	5,000.00			5,000.00	0.00
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,231.00			1,231.00	0.00
251-735-885.000	COMMUNITY RELATIONS	3,000.00			3,000.00	0.00
251-735-885.000-TREELIGHTING	COMMUNITY RELATIONS	15,000.00			15,000.00	0.00
251-735-921.000-CHAMBER_3395	ELECTRIC	2,280.00	172.18	172.18	2,107.82	7.55
251-735-921.000-PKSTRUC_3381	ELECTRIC	35,000.00	4,634.66	4,634.66	30,365.34	13.24
251-735-921.000-THEDEN__3388	ELECTRIC	2,570.00	211.10	211.10	2,358.90	8.21
251-735-922.000	STREET LIGHTING	52,000.00	5,140.57	5,140.57	46,859.43	9.89
251-735-922.000-RIVERSD_3311	STREET LIGHTING	11,000.00	776.51	776.51	10,223.49	7.06
251-735-922.000-SKATEPRK_202	STREET LIGHTING	325.00	25.64	25.64	299.36	7.89
251-735-923.000-CHAMBER_3395	HEAT	2,000.00	311.96	311.96	1,688.04	15.60
251-735-923.000-PKSTRUC_3381	HEAT	250.00	21.85	21.85	228.15	8.74
251-735-923.000-THEDEN__3388	HEAT	2,000.00	302.57	302.57	1,697.43	15.13
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,600.00			1,600.00	0.00
251-735-924.000-THEDEN__3388	CABLE TV SERVICES	3,200.00			3,200.00	0.00
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	11.13	11.13	988.87	1.11
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,200.00	24.35	24.35	4,175.65	0.58
251-735-927.000-PKSTRUC_3381	WATER CONSUMPTION	730.00	9.73	9.73	720.27	1.33
251-735-927.000-RIVERSD_3311	WATER CONSUMPTION	27,800.00			27,800.00	0.00
251-735-927.000-RIVERWDS_300	WATER CONSUMPTION	1,300.00			1,300.00	0.00
251-735-927.000-THEDEN__3388	WATER CONSUMPTION	1,100.00	16.97	16.97	1,083.03	1.54
251-735-929.000	IRRIGATION WATER AND MAINT.	45,000.00	961.78	961.78	44,038.22	2.14
251-735-931.000-CHAMBER_3395	BLDG. MAINTENANCE	6,253.00	3,752.64		2,500.36	60.01
251-735-931.000-PKSTRUC_3381	BLDG. MAINTENANCE	10,000.00	5,625.00		4,375.00	56.25
251-735-931.000-THEDEN__3388	BLDG. MAINTENANCE	2,000.00			2,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2026

\*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Amended Budget	YTD Balance 02/28/2026	Activity For 02/28/2026	Available Balance 02/28/2026	% Bdgt Used
<b>Fund: 251 TIFA A</b>						
<b>Account Category: Expenditures</b>						
<b>Department: 735 TIFA A</b>						
251-735-935.005	BRIDGE REPAIRS AND MAINTENANCE	3,500.00			3,500.00	0.00
251-735-937.000	PARKING LOT MAINTENANCE	2,500.00			2,500.00	0.00
251-735-937.001	PATHWAY MAINTENANCE	81,000.00	81,000.00		0.00	100.00
251-735-937.003	SIDEWALK MAINTENANCE	10,000.00			10,000.00	0.00
251-735-957.000	MISC/CONTINGENCY	1,000.00			1,000.00	0.00
251-735-957.002	LIABILITY INSURANCE	7,642.00	7,612.00	7,612.00	30.00	99.61
251-735-959.000	PROPERTY TAXES	2,000.00			2,000.00	0.00
251-735-967.100	SITE IMPROVEMENT GRANTS	100,000.00			100,000.00	0.00
251-735-972.000	LAND AND IMPROVEMENTS	100,000.00			100,000.00	0.00
251-735-975.000	BLDG. ADDITIONS & IMPROVEMENTS	25,000.00			25,000.00	0.00
251-735-975.000-THEDEN__3388	BLDG. ADDITIONS & IMPROVEMENTS	350,000.00			350,000.00	0.00
251-735-995.004	ADMINISTRATIVE CHARGES	64,878.00			64,878.00	0.00
251-735-995.007	INTERFUND SERVICES	42,255.00			42,255.00	0.00
251-735-995.101-PKSTRUC_3381	TRANSFER TO GENERAL FUND	3,000,000.00			3,000,000.00	0.00
Total Dept 735 - TIFA A		4,063,411.00	110,751.97	20,374.33	3,952,659.03	2.73
Expenditures		4,063,411.00	110,751.97	20,374.33	3,952,659.03	2.73
Fund 251 - TIFA A:						
TOTAL REVENUES		1,423,252.00	318,281.16	69,115.84	1,104,970.84	22.36
TOTAL EXPENDITURES		4,063,411.00	110,751.97	20,374.33	3,952,659.03	2.73
NET OF REVENUES & EXPENDITURES:		(2,640,159.00)	207,529.19	48,741.51	(2,847,688.19)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2026

\*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Amended Budget	YTD Balance 02/28/2026	Activity For 02/28/2026	Available Balance 02/28/2026	% Bdgt Used
<b>Fund: 252 TIFA B</b>						
<b>Account Category: Revenues</b>						
<b>Department: 736 TIFA B</b>						
20	PROPERTY TAXES	1,754,202.00	341,505.92	150,794.74	1,412,696.08	19.47
25	STATE SHARED REVENUE	81,340.00			81,340.00	0.00
28	INTEREST REVENUE	261,862.00	28,265.70		233,596.30	10.79
Total Dept 736 - TIFA B		2,097,404.00	369,771.62	150,794.74	1,727,632.38	17.63
Revenues		2,097,404.00	369,771.62	150,794.74	1,727,632.38	17.63
<b>Account Category: Expenditures</b>						
<b>Department: 736 TIFA B</b>						
252-736-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	30,000.00			30,000.00	0.00
252-736-800.199	LANDSCAPE/GEN MAINT	10,000.00			10,000.00	0.00
252-736-810.000	INVESTMENT MANAGEMENT FEES	6,700.00	427.60	427.60	6,272.40	6.38
252-736-885.000	COMMUNITY RELATIONS	16,000.00			16,000.00	0.00
252-736-901.000	ADVERTISING/MARKETING	1,000.00			1,000.00	0.00
252-736-922.000	STREET LIGHTING	12,500.00	848.04	848.04	11,651.96	6.78
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	40.03	40.03	39,959.97	0.10
252-736-957.000	MISC/CONTINGENCY	500.00			500.00	0.00
252-736-967.100	SITE IMPROVEMENT GRANTS	100,000.00			100,000.00	0.00
252-736-972.000	LAND AND IMPROVEMENTS	2,000,000.00			2,000,000.00	0.00
252-736-973.005	NON MOTORIZED PATHWAYS	10,000.00			10,000.00	0.00
252-736-995.004	ADMINISTRATIVE CHARGES	30,086.00			30,086.00	0.00
252-736-995.007	INTERFUND SERVICES	38,295.00			38,295.00	0.00
252-736-995.101	TRANSFER TO GENERAL FUND	109,875.00			109,875.00	0.00
252-736-995.203-CENTRERD_SAD	TRANSFER TO LOCAL STREETS	1,200,000.00			1,200,000.00	0.00
252-736-995.203-INNOVATION	TRANSFER TO LOCAL STREETS	550,000.00			550,000.00	0.00
252-736-995.301	TRANSFER TO PATROL DEPT	386,622.00	16,879.65	8,644.17	369,742.35	4.37
Total Dept 736 - TIFA B		4,541,578.00	18,195.32	9,959.84	4,523,382.68	0.40
Expenditures		4,541,578.00	18,195.32	9,959.84	4,523,382.68	0.40
<b>Fund 252 - TIFA B:</b>						
TOTAL REVENUES		2,097,404.00	369,771.62	150,794.74	1,727,632.38	17.63
TOTAL EXPENDITURES		4,541,578.00	18,195.32	9,959.84	4,523,382.68	0.40
NET OF REVENUES & EXPENDITURES:		(2,444,174.00)	351,576.30	140,834.90	(2,795,750.30)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2026

\*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Amended Budget	YTD Balance 02/28/2026	Activity For 02/28/2026	Available Balance 02/28/2026	% Bdgt Used
<b>Fund: 253 TIFA D</b>						
<b>Account Category: Revenues</b>						
<b>Department: 737 TIFA D</b>						
20	PROPERTY TAXES	358,906.00	37,871.44	18,874.47	321,034.56	10.55
25	STATE SHARED REVENUE	587,927.00			587,927.00	0.00
35	CHARGES FOR SERVICES	500.00	684.72	684.72	(184.72)	136.94
28	INTEREST REVENUE	76,932.00	7,462.23		69,469.77	9.70
39	OTHER REVENUE	0.00	32,500.00	29,000.00	(32,500.00)	100.00
Total Dept 737 - TIFA D		1,024,265.00	78,518.39	48,559.19	945,746.61	7.67
Revenues		1,024,265.00	78,518.39	48,559.19	945,746.61	7.67
<b>Account Category: Expenditures</b>						
<b>Department: 737 TIFA D</b>						
253-737-703.000	WAGES - TEMPORARY & PART-TIME	24,000.00	4,382.09	2,515.50	19,617.91	18.26
253-737-715.000	SOCIAL SECURITY	1,836.00	335.23	192.43	1,500.77	18.26
253-737-720.000	PENSION DC	0.00	72.86	40.00	(72.86)	100.00
253-737-799.000	EQUIPMENT UNDER \$5,000	45,000.00			45,000.00	0.00
253-737-800.199	LANDSCAPE/GEN MAINT	6,000.00			6,000.00	0.00
253-737-810.000	INVESTMENT MANAGEMENT FEES	1,500.00	85.15	85.15	1,414.85	5.68
253-737-885.000	COMMUNITY RELATIONS	27,000.00			27,000.00	0.00
253-737-922.000	STREET LIGHTING	75,000.00	7,309.39	7,309.39	67,690.61	9.75
253-737-927.000	WATER CONSUMPTION	350.00			350.00	0.00
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	7.02	7.02	(7.02)	100.00
253-737-927.000-ADM BLDG_1827	WATER CONSUMPTION	6,000.00	239.31	239.31	5,760.69	3.99
253-737-927.000-FIREADM_3410	WATER CONSUMPTION	300.00	33.84	33.84	266.16	11.28
253-737-927.000-LIBRARY_3400	WATER CONSUMPTION	4,000.00	133.56	133.56	3,866.44	3.34
253-737-927.000-SEYBURN MNSN	WATER CONSUMPTION	8,000.00			8,000.00	0.00
253-737-927.000-SPORTFD_1800	WATER CONSUMPTION	8,000.00	18.47	18.47	7,981.53	0.23
253-737-929.000	IRRIGATION WATER AND MAINT.	50,000.00			50,000.00	0.00
253-737-931.000-ADM BLDG_1827	BLDG. MAINTENANCE	275,000.00	7,943.90	5,793.90	267,056.10	2.89
253-737-935.000	ROAD MAINTENANCE	25,000.00			25,000.00	0.00
253-737-937.000	PARKING LOT MAINTENANCE	1,200,000.00	33,385.75	33,385.75	1,166,614.25	2.78
253-737-937.003	SIDEWALK MAINTENANCE	5,000.00			5,000.00	0.00
253-737-957.000	MISC/CONTINGENCY	150.00			150.00	0.00
253-737-957.002	LIABILITY INSURANCE	270.00	284.00	231.00	(14.00)	105.19
253-737-972.000	LAND AND IMPROVEMENTS	900,000.00	99,665.83	99,665.83	800,334.17	11.07
253-737-972.000-CAMPUSSIGNXX	LAND AND IMPROVEMENTS	150,000.00			150,000.00	0.00
253-737-977.000	MACHINERY & EQUIPMENT	12,000.00			12,000.00	0.00
253-737-995.004	ADMINISTRATIVE CHARGES	26,080.00			26,080.00	0.00
253-737-995.007	INTERFUND SERVICES	10,938.00			10,938.00	0.00
253-737-995.203-SEYBURNDRIVE	TRANSFER TO LOCAL STREETS	425,000.00			425,000.00	0.00
Total Dept 737 - TIFA D		3,286,424.00	153,896.40	149,651.15	3,132,527.60	4.68
Expenditures		3,286,424.00	153,896.40	149,651.15	3,132,527.60	4.68
<b>Fund 253 - TIFA D:</b>						
TOTAL REVENUES		1,024,265.00	78,518.39	48,559.19	945,746.61	7.67
TOTAL EXPENDITURES		3,286,424.00	153,896.40	149,651.15	3,132,527.60	4.68
NET OF REVENUES & EXPENDITURES:		(2,262,159.00)	(75,378.01)	(101,091.96)	(2,186,780.99)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2026

\*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2026 Amended Budget	YTD Balance 02/28/2026	Activity For 02/28/2026	Available Balance 02/28/2026	% Bdgt Used
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	4,544,921.00	766,571.17	268,469.77	3,778,349.83	16.87
	TOTAL EXPENDITURES - ALL FUNDS	11,891,413.00	282,843.69	179,985.32	11,608,569.31	2.38
	NET OF REVENUES & EXPENDITURES:	<u>(7,346,492.00)</u>	<u>483,727.48</u>	<u>88,484.45</u>	<u>(7,830,219.48)</u>	

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS  
Balance As of 02/28/2026

YTD Balance

GL Number	Description	02/28/2026
<b>Fund: 251 TIFA A</b>		
<b>*** Assets ***</b>		
251-000-001.000	CASH	2,757,861.87
251-000-017.002	INVESTMENT MANAGER - INSIGHT	2,888.00
251-000-017.004	CASH - MICCLASS	626,703.08
251-000-017.005	CASH - MICCLASS EDGE	482,424.26
251-000-040.000	ACCOUNTS RECEIVABLE	18,581.60
251-000-062.000	Lease Receivable	85,269.00
251-000-130.000	LAND	6,336,254.47
251-000-132.000	LAND IMPROVEMENTS	5,523,510.43
251-000-133.000	ACCUM DEPREC-LAND & IMPROV	(2,734,101.10)
251-000-136.000	BLDGS, BLDG ADDITIONS AND	6,409,122.17
251-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(1,807,960.75)
251-000-146.000	OFFICE EQUIPMENT AND FURN	164,753.78
251-000-147.000	ACC. DEPR. - OFFICE EQUIP	(164,754.07)
251-000-159.000	MACHINERY & EQUIPMENT	167,877.38
251-000-160.000	ACCUM DEPREC-MACH & EQUIP	(115,993.32)
251-000-163.000	ROADS & INFRASTRUCTURE	17,713,486.23
251-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(10,118,433.48)
<b>Total Assets</b>		25,347,489.55
<b>*** Liabilities ***</b>		
251-000-275.000	DUE TO TAXPAYERS	13,823.95
251-000-360.001	Deferred Inflow of Resources	85,269.00
<b>Total Liabilities</b>		99,092.95
<b>*** Fund Equity ***</b>		
251-000-390.000	FUND BALANCE	24,835,511.87
<b>Total Fund Equity</b>		24,835,511.87
<b>Total Fund 251:</b>		
<b>TOTAL ASSETS</b>		25,347,489.55
<b>BEG. FUND BALANCE - 2025</b>		24,835,511.87
<b>+ NET OF REVENUES/EXPENDITURES - 2025</b>		205,355.54
<b>+ NET OF REVENUES &amp; EXPENDITURES</b>		207,529.19
<b>= ENDING FUND BALANCE</b>		25,248,396.60
<b>+ LIABILITIES</b>		99,092.95
<b>= TOTAL LIABILITIES AND FUND BALANCE</b>		25,347,489.55

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS  
Balance As of 02/28/2026

YTD Balance

GL Number	Description	02/28/2026
<b>Fund: 252 TIFA B</b>		
<b>*** Assets ***</b>		
252-000-001.000	CASH	12,591,317.15
252-000-017.002	INVESTMENT MANAGER - INSIGHT	80,487.00
252-000-017.004	CASH - MICCLASS	0.19
252-000-017.005	CASH - MICCLASS EDGE	3,496,638.73
252-000-132.000	LAND IMPROVEMENTS	1,415,205.92
252-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,129,076.26)
252-000-159.000	MACHINERY & EQUIPMENT	34,200.00
252-000-160.000	ACCUM DEPREC-MACH & EQUIP	(20,520.00)
252-000-163.000	ROADS & INFRASTRUCTURE	9,772,855.05
252-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(3,584,609.29)
<b>Total Assets</b>		22,656,498.49
<b>*** Liabilities ***</b>		
252-000-275.000	DUE TO TAXPAYERS	(793.50)
<b>Total Liabilities</b>		(793.50)
<b>*** Fund Equity ***</b>		
252-000-390.000	FUND BALANCE	22,957,845.15
<b>Total Fund Equity</b>		22,957,845.15
<b>Total Fund 252:</b>		
<b>TOTAL ASSETS</b>		22,656,498.49
<b>BEG. FUND BALANCE - 2025</b>		22,957,845.15
<b>+ NET OF REVENUES/EXPENDITURES - 2025</b>		(652,129.46)
<b>+ NET OF REVENUES &amp; EXPENDITURES</b>		351,576.30
<b>= ENDING FUND BALANCE</b>		22,657,291.99
<b>+ LIABILITIES</b>		(793.50)
<b>= TOTAL LIABILITIES AND FUND BALANCE</b>		22,656,498.49

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS  
Balance As of 02/28/2026

YTD Balance

GL Number	Description	02/28/2026
<b>Fund: 253 TIFA D</b>		
<b>*** Assets ***</b>		
253-000-001.000	CASH	5,521,605.39
253-000-017.002	INVESTMENT MANAGER - INSIGHT	13,897.00
253-000-017.004	CASH - MICLASS	1.33
253-000-019.000	TAXES RECEIVABLE	(76,579.77)
253-000-130.000	LAND	2,017,211.00
253-000-132.000	LAND IMPROVEMENTS	3,726,962.87
253-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,543,314.80)
253-000-136.000	BLDGS, BLDG ADDITIONS AND	20,940,615.53
253-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(10,497,535.98)
253-000-146.000	OFFICE EQUIPMENT AND FURN	25,794.03
253-000-147.000	ACC. DEPR. - OFFICE EQUIP	(15,475.74)
253-000-158.000	CONSTRUCTION-IN-PROGRESS	68,829.17
253-000-159.000	MACHINERY & EQUIPMENT	42,919.48
253-000-160.000	ACCUM DEPREC-MACH & EQUIP	(38,886.21)
253-000-163.000	ROADS & INFRASTRUCTURE	8,984,067.60
253-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(2,975,684.59)
<b>Total Assets</b>		26,194,426.31
<b>*** Liabilities ***</b>		
253-000-275.000	DUE TO TAXPAYERS	(47,340.20)
253-000-339.000	UNEARNED (DEFERRE) REVENUE	(76,579.77)
<b>Total Liabilities</b>		(123,919.97)
<b>*** Fund Equity ***</b>		
253-000-390.000	FUND BALANCE	25,791,591.90
<b>Total Fund Equity</b>		25,791,591.90
<b>Total Fund 253:</b>		
<b>TOTAL ASSETS</b>		26,194,426.31
<b>BEG. FUND BALANCE - 2025</b>		25,791,591.90
<b>+ NET OF REVENUES/EXPENDITURES - 2025</b>		602,132.39
<b>+ NET OF REVENUES &amp; EXPENDITURES</b>		(75,378.01)
<b>= ENDING FUND BALANCE</b>		26,318,346.28
<b>+ LIABILITIES</b>		(123,919.97)
<b>= TOTAL LIABILITIES AND FUND BALANCE</b>		26,194,426.31



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TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director; Tim Wisser, Manager of Municipal Properties

DATE: March 10, 2026

SUBJECT: The Den Renovation Project – Construction Contract Award, Construction Services Agreement, and Budget Amendment

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**INTRODUCTION AND HISTORY**

The Den, located at 3388 Auburn Road, is one of the city’s most historically significant structures. Originally constructed in 1836 as the Nusbaumer Homestead Log Cabin by Swiss immigrant Joseph Nusbaumer, the 1,500 square foot log cabin was relocated to downtown Auburn Hills in 1986 and renovated in 2012, earning its current designation as "The DEN" (Downtown Educational Nook). Today the building serves as an operational hub for community events and provides direct support to the City's newly completed Public Square, which sits immediately adjacent to the building.

With the completion of the Public Square in 2025, the facility's role as a community gathering place has become even more prominent. A central component of this rehabilitation project is the addition of two new ADA compliant family restrooms, accessible from the exterior, which will serve visitors to the Public Square and support the growing number of downtown events hosted at this location. A structural assessment conducted by Wiss, Janney, Elstner Associates (WJE) in March 2025 identified several critical conditions requiring attention, including out-of-plumb wall openings, split joists and headers, deteriorated floor framing, and decaying exterior log members. To address these deficiencies while delivering the restroom access needed to fully activate the Public Square, the rehabilitation project was initiated.

In August 2025, the TIFA Board approved a budget amendment of \$69,000 for design and engineering services, authorizing agreements with OHM Advisors (\$39,000) and WJE (\$30,000). During the design phase, the project scope was further refined to include site drainage and waterproofing improvements, window and door replacement, exterior siding and trim repairs, kitchenette and casework modifications, and a full evaluation of mechanical and plumbing systems all of which were incorporated into the final construction documents.

The project was publicly bid on January 30, 2026, with a total of four (4) bids:

<b>Contractor</b>	<b>Total Bid</b>
Venture Building Company, Inc. (Shelby Township, MI)	\$392,700.00
Heaney General Contracting, Inc. (Ypsilanti, MI)	\$498,842.69
Vesta Companies, Inc. (Fraser, MI)	\$525,000.00
Midwest Commercial Construction, LLC (Imlay City, MI)	\$575,683.00

Venture Building Company, Inc. of Shelby Township is the low bidder at \$392,700.00. Venture has been in operation for 32 years with significant experience in residential and commercial construction throughout the

**INSERT MEMO SUBJECT HERE**

region. Following receipt of bids, a qualification meeting was held with representatives from Venture Building Company, City staff, and OHM Advisors to evaluate their experience, approach, and capacity for this project. Based on this review, staff and OHM are confident in Venture’s ability to successfully execute the project and recommend award of the construction contract in the amount of \$392,700.00.

In conjunction with the construction contract, OHM Advisors has submitted a scope of construction services covering additional design phase work, contract administration, and construction engineering/observation totaling \$69,160. Construction is anticipated to commence in April 2026 with completion by August 2026.

The following summarizes the total project cost:

<b>Item</b>	<b>Amount</b>
Construction Contract – Venture Building Company, Inc.	\$392,700.00
Construction Services – OHM Advisors / WJE	\$69,160.00
<b>Total Project Cost</b>	<b>\$461,860.00</b>

The 2026 TIFA budget includes \$350,000 for this project, comprised of \$250,000 TIFA contribution and a \$100,000 DDA contribution. The total project cost of \$461,860 results in a funding shortfall of \$111,860. Staff is requesting a budget amendment to account 251-735-975.000\_3388 –The Den in the amount of \$111,860 to fully fund the project.

**STAFF RECOMMENDATION**

Staff recommends that the TIFA Board approve the award of a construction contract to Venture Building Company, Inc. in the amount of \$392,700, approve a professional services agreement with OHM Advisors for construction administration and observation services in the amount of \$69,160, and approve a budget amendment increasing appropriations in account 251-735-975.000-THE DEN\_\_3388 by \$111,860 for the not to exceed amount of \$461,860 in association with The DEN Renovation project.

**An appropriate motion is:**

**Move to approve The Den Renovation contract with Venture Building Company, Inc. in the amount of \$392,700, and a professional services agreement with OHM Advisors in the amount of \$69,160. Furthermore, authorize a budget amendment to increase appropriations by \$111,860 for a total project cost not to exceed \$461,860.**

Bids Received on 1/30/2025

**The Den Renovation**

City of Auburn Hills, State of Michigan

OHM Job No.: **0120-25-0280**

<b>Bidder</b>	<b>Address</b>	<b>Phone</b>	<b>Lump Sum Bid Price</b>
Venture Building Company	6951 23 Mile Road, Shelby Twp, MI 48316	(586) 201-9235	\$392,700.00
Heaney General Contracting, Inc.	7560 Carpnetter Road, Ypsilanti, MI 48197	(734) 434-9330	\$498,842.69
Vesta Companies	31400 Kendall Ave., Suite A, Fraser, MI 48026	(586) 279-3885	\$525,000.00
Midwest Commercial Construction	115 E Capac Road, Imlay City, MIM 48444	(810) 721-1933	\$575,683.00

P:\0101\_0125\0120250280\_Den\_Renovation\PM\Bidding\[bidtab\_0120250280\_Den Renovation\_01302026.xls]bidtab

**BID FORM**

**The Den Renovation  
City of Auburn Hills**

**THIS BID IS SUBMITTED TO:  
City of Auburn Hills  
1827 North Squirrel Road  
Auburn Hills, MI 48326**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Advertisement to Bid, Instructions to Bidders and Supplemental Instructions to Bidders.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addenda No.	Addenda Date	Signature
<u>1</u>	<u>1/27/2026</u>	
<u>          </u>	<u>          </u>	<u>          </u>
<u>          </u>	<u>          </u>	<u>          </u>

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplemental Instructions to Bidders, and (2) reports and drawings of a hazardous environmental condition, if any, which has been identified in the Supplemental Instructions to Bidders.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be

employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, exploration, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

Three hundred ninety two thousand seven hundred dollars and zero cents  
(\$392,700.00), in lawful money of the United States of America.

Changes to Work: When ENGINEER establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with the Contract Documents, our percentage fee will be: 15 percent overhead and profit on the net cost of our own Work; 10 percent on the cost of work done by any Subcontractor. On work deleted from the Contract, our credit to OWNER shall be ENGINEER approved net cost plus 0 of the overhead and provide percentage noted above.

Bidder agrees that the Work will be Substantially Complete on or before June 12, 2026, and completed and ready for final payment in accordance with the General Conditions on or before July 10, 2026.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

The following documents are attached to and made a condition of this Bid:

- Bid Guarantee (circle one): Cashier's Check or Bid Bond
- Statement of Qualifications
- Subcontractor Listing
- Legal Status of Bidder
- 004322 – Unit Price Form
- 004323 – Alternates Form

SUBMITTED on January 30, 20 26

State Contractor License No. 2102219946 . (If applicable)

If Bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A Corporation**

Corporation Name: Venture Building Company (SEAL)

State of Incorporation: Michigan

Type (General Business, Professional, Service, Limited Liability): General Business

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Julia Fecarotta

Title: Secretary

Attest: Julia Fecarotta (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Business address: 6951 23 Mile Road

Shelby Twp., MI 48316

Phone No.: (586) 201-9235 FAX No.: —

Date of Qualification to do business is: April 29, 1994

**A Joint Venture**

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of joint venture partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title:

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications.

\_\_\_\_\_

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

BID GUARANTEE

The undersigned attaches bid security in the form of a BID BOND / CERTIFIED CHECK / CASHIER'S CHECK (Circle one) in the amount of Nineteen thousand  
Six hundred thirty five  
Dollars (\$ 19,635.00 ).

The undersigned agrees, if awarded the Contract, to deliver the executed Agreement and bonds and furnish evidence of insurance within fourteen (14) business days after the date of the Notice of Award. And to complete the proposed work within the time specified in the Bid Form.

If the Bid is accepted by the OWNER, and the undersigned shall fail to enter into the Agreement as aforesaid and to furnish the required surety bonds within fourteen (14) business days after Notice of Award, the Bid Bond in the amount of \$ 19,635.00 accompanying this Bid shall be considered due and payable to the OWNER.

If the undersigned enters into the Agreement in accordance with this Bid or if his Bid is rejected, then the accompanying Bid Guarantee shall be voided.

In submitting this Bid, it is understood that the right is reserved by the OWNER to reject any or all bids, to waive irregularities and/or formalities and, in general, to make award in any manner deemed by it, in its sole discretion, to be in the best interest of the OWNER.

SIGNED AND SEALED THIS 30<sup>th</sup> DAY OF January, 2026

Authorized Signature of Bidder:



\_\_\_\_\_

\_\_\_\_\_

(TITLE) President

(SEAL)

## BID BOND

BIDDER (Name and Address):

Venture Building Company, Inc

6951 23 Mile Rd.

Shelby Twp., MI 48316

SURETY (Name and Address of Principal Place of Business):

Great Midwest Insurance Company

800 Gessner, Suite 600

Houston, TX 77024

OWNER (Name and Address):

City of Auburn Hills

1827 North Squirrel Road

Auburn Hills, MI 48326

BID

BID DUE DATE: January 30, 2026

PROJECT (Brief Description Including Location):

The project involves renovating the Den log cabin located at 3388 Auburn Road in Downtown Auburn Hills. The scope of work includes the addition of two new accessible family restrooms, modifications to the existing deck and sidewalk, drainage enhancements, and both interior and exterior structural improvements.

BOND

BOND NUMBER: N/A

DATE (Not later than Bid due date): January 30, 2026

PENAL SUM: FIVE PERCENT OF BID AMOUNT 5%  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

(Seal) Venture Building Company, Inc  
Bidder's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

SURETY

(Seal) Great Midwest Insurance Company  
Surety's Name and Corporate Seal



By: Courtney Saunders  
Signature and Title Courtney Saunders, Attorney-in-Fact

(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title Account Manager

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Angelo G Zervos, Courtney Saunders, Kenzie Smith

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of January 2026



BY Patricia Ryan
Patricia Ryan
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Document.
3. This obligation shall be null and void if:
  - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by OWNER, or
  - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time of issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

*End of Section*

SECTION 004322  
UNIT PRICES FORM

PARTICULARS

- 1.1 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:  
 1.2 (BIDDER) Venture Building Company  
 1.3 TO (OWNER): CITY OF AUBURN HILLS  
 1.4 DATED 1/30/2026 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.  
 1.5 THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED, AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS.  
 1.6 THE METHOD OF PAYMENT SHALL BE PER THE SPECIAL PROVISIONS PROVIDED IN APPENDIX A OF THE CONTRACT DOCUMENTS

UNIT PRICE LIST

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PLANTER BOX, REM	1.00	EA	\$ 500.00	\$ 500.00
DR STRUCTURE, REM	1.00	EA	\$ 325.00	\$ 325.00
SEWER, REM, LESS THAN 24 INCH	25.00	FT	\$ 30.00	\$ 750.00
BRICK PAVERS, REM	65.00	SYD	\$ 45.00	\$ 2,925.00
AGGREGATE BASE, 4 INCH, MODIFIED	28.00	SYD	\$ 1,500.00	\$ 1500.00
NYLOPLAST DRAIN BASIN, 12 INCH	4.00	EA	\$ 3,800.00	\$ 15,200.00
UNDERDRAIN, SUBGRADE, OPEN-GRADED, 6 INCH	110.00	FT	\$ 102.00	\$ 11,220.00
DOWNSPOUT CONNECTION	4.00	EA	\$ 250.00	\$ 1,000.00
SIDEWALK, CONC, 4 INCH	252.00	SFT	\$ 12.00	\$ 3,024.00
24" X 24" CONCRETE PAVERS	7.00	EA	\$ 500.00	\$ 3,500.00
TURF ESTABLISHMENT, PERFORMANCE	45.00	SYD	\$ 35.00	\$ 1575.00
CREW DAYS	10	DAYS	\$860	\$ 8,600.00

TOTAL BID AMOUNT (ITEMS 1-12) \$ 50,119.00

END OF SECTION

SECTION 004323  
ALTERNATES FORM

PARTICULARS

- 1.1 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:  
1.2 (BIDDER) Venture Building  
1.3 TO (OWNER): CITY OF AUBURN HILLS  
1.4 DATED 1/30/2026 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

- 2.1 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT.  
REFER TO SECTION 012300 - ALTERNATES.

ALTERNATE # 1: ADD / (DEDUCT) \$ 7,000.00

END OF SECTION

## STATEMENT OF QUALIFICATIONS

Bidder must answer all questions. If more space is needed to complete a question, attach a separate sheet. Bidder may submit any additional information.

Name: Venture Building Company, Inc.

Address: 6951 23 Mile Rd. Phone: (586) 201-9235

Shelby Twp., MI 48316

Number of years operating under your present name: 32

Bonding Capacity: Per Surety Letter

Bonding Company: Great Midwest Insurance Phone: (248) 763-6263

General nature of work performed by your company: General Contractor specializing in new construction and renovation projects including commercial buildings, municipal and public facilities, residential new construction and commercial and residential remodeling and light industrial construction. Services include full project management, site work coordination, structural construction, interior & exterior and finish trades.

Background and experience of the principal members of your organization including officers:

Michael McLaughlin, President - Over 32 yrs. of experience in residential and commercial construction. Extensive background in ground-up construction, structural renovations, municipal and public works projects, project estimating, subcontractor coordination and construction management.

Julia Fecarotta - Project manager/operations  
Experience in project administration, budgeting, subcontractor coordination, scheduling, permitting and client communications for residential, commercial and municipal construction projects.

CURRENT PROJECTS:

	Project	Project	Project
Name:	<u>Shadow Pines</u>	<u>Sugar Shack</u>	<u>Sokona 14</u>
Owner:	<u>Jake Bolyard</u>	<u>City of Troy</u>	<u>Tony Sokona</u>
Contact Person:	<u>Liz Bolyard-Moore</u>	<u>Jeff S.</u>	<u>Tony</u>
Phone:	<u>(248) 852-8009</u>	<u>(584) 839-0340</u>	<u>586 405-6060</u>
Contract Amount:	<u>2 million</u>	<u>222,000</u>	<u>1.2 million</u>
Completion Date:	<u>9/30/2026</u>	<u>2/15/2026</u>	<u>1/2027</u>
% Complete:	<u>90</u>	<u>95</u>	<u>5</u>

COMPLETED PROJECTS:

	Project	Project	Project
Name:	<u>Encore</u>	<u>23 mile</u>	<u>Enclaves</u>
Owner:	<u>JAG Investments</u>	<u>N.C. Cement</u>	<u>Enclaves Venture</u>
Contact Person:	<u>Phil Ruggeri</u>	<u>Nick Adragna</u>	<u>Mike</u>
Phone:	<u>(586) 524-3390</u>	<u>(586) 405-9727</u>	<u>(586) 201-9235</u>
Contract Amount:	<u>400,000.00</u>	<u>100,000.00</u>	<u>2.4 million</u>
Date Completed:	<u>Aug. 2025</u>	<u>July 2025</u>	<u>May 2023</u>

Additional information that may be pertinent to demonstrate your ability to complete this project.

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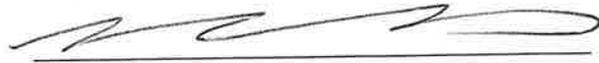
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Has your company defaulted on a contract? No.

If yes, where and why? \_\_\_\_\_

I hereby certify that the above answers are correct and true.

By: Michael McLaughlin  
Name

  
Signature

President  
Title

Number of additional sheets attached: 0

## SUBCONTRACTOR LISTING

Bidder submits to use the following subcontractors for performance of the work in accordance with Article 9 of the Instructions to Bidders.

Note to Bidder: List all work you propose to sublet on this Contract. Include each subcontractors name, address, phone, fax and e-mail address. Also include a description of work to be performed by subcontractor. For example: restoration, landscaping, lighting, signage, bore and jack, etc. List approximate dollar value of the subcontract.

NAME, ADDRESS & PHONE NO. OF SUBCONTRACTOR	DESCRIPTION OF WORK	APPROXIMATE DOLLAR VALUE OF SUBCONTRACT
<u>Fuerst Plumbing</u> <u>2037 S. Almont Ave.</u> <u>Imlay City 48444</u> Phone: <u>810 724 - 6861</u> FAX: <u>810 724 - 3161</u> E-mail <u>fuerst@fuerstplumbing.com</u>	<u>Plumbing</u>	<u>\$ 28,000.00</u>
<u>Doka's Painting</u> <u>46930 Riverpark</u> <u>Macomb 48044</u> Phone: <u>586 419 - 1689</u> FAX: _____ E-mail <u>dokaspainting@icloud.com</u>	<u>Painting</u>	<u>\$ 10,000.00</u>

Dan Jordan Electric Electrical \$21,000.00

54095 Baker Rd.

Chesterfield, MI 48047

Phone: 586 612-9370

FAX: \_\_\_\_\_

E-mail jordanelectric1@comcast.net

Sinacori Landscaping Site Landscap \$38,000.00

47631 Ryan Rd

Shelby Twp.

Phone: 248-651-5400

FAX: \_\_\_\_\_

E-mail \_\_\_\_\_

Star Heating & Cooling \_\_\_\_\_ \$13,000.00

53270 Van Dyke

Shelby Twp.

Phone: (586) 781-3411

FAX: \_\_\_\_\_

E-mail starheating3411@gmail.com

# IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with City of Auburn Hills shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with City of Auburn Hills. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: 1/29/2026



By: Michael McLaughlin

Its: President

Subscribed and sworn to before me, a Notary Public on this 29<sup>th</sup> day of January, 2026

Notary Public Julia Lecavotto

macomb County, Michigan

My Commission Expires: June 10, 2030



## Corporate Resolution

Venture Building Company  
State of Incorporation: Michigan

The undersigned, being the duly elected and acting Secretary of Venture Building Company, a Michigan corporation, hereby certifies that the following resolution was adopted by the Board of Directors of the corporation and remains in full force and effect:

RESOLVED, that Michael McLaughlin, President of Venture Building Company, is authorized to prepare, execute, and submit bids, proposals, contracts, agreements, bonds, and any related documents on behalf of the corporation for construction and related services.

RESOLVED FURTHER, that any and all actions previously taken by Michael McLaughlin on behalf of the corporation in connection with such bids or contracts are hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Corporate Resolution on behalf of the corporation this 29<sup>th</sup> day of January, 2026

Venture Building Company

By: Julia Fecarotta

Name: Julia Fecarotta

Title: Secretary



March 2, 2026

City of Auburn Hills  
1500 Brown Road  
Auburn Hills, MI 48326

Attention: **Mr. Stephen Baldante**  
Director of Public Works

Regarding: **DEN Renovations and Restrooms**  
Scope of Construction Services

Dear Mr. Baldante:

Outlined below is a Scope of Work for construction services for the above referenced project to be provided by the OHM Advisors team. The team will be comprised of OHM and Wiss, Janney, Elstner Associates (WJE).

### **PROJECT UNDERSTANDING**

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the DEN Renovations and Restrooms project for which bids were received on Friday, January 30, 2026. The proposed project consists of renovating the Den log cabin located at 3388 Auburn Road in Downtown Auburn Hills. The scope of work includes the addition of two new accessible family restrooms, modifications to the existing deck and sidewalk, drainage enhancements, and both interior and exterior structural improvements.

### **SCOPE OF SERVICES**

#### **Task 1 – Additional Design Phase Scope:**

During the initial kickoff meeting for the project, the following scope of work was added to the project based on City and staff needs of the facility. The following items were added to the scope and integrated into the project construction documents:

- ▶ Site improvements including drainage and waterproofing.
- ▶ Window and door replacement.
- ▶ Exterior repairs: siding and trim replacement/masonry tuckpointing.
- ▶ Modification to kitchenette and casework.
- ▶ Evaluation of mechanical/plumbing systems for additional design needs.

#### **Task 2 – Contract Administration:**

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide information to outline the progress of the project from contractor initiation to completion of final punch list items. Specific tasks will include the following:

- ▶ Organize and schedule pre-construction meeting on-site with Contractor, Sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings, and dates of importance.



- ▼ Provide review of shop drawings, product data and samples for the purpose of conformance with the intent of the construction documents.
- ▼ Review and monitor Contractor's construction progress and schedule
- ▼ Provide responses to field questions and Requests for Information (RFIs).
- ▼ Organize and schedule bi-weekly progress meetings with Contractor, Sub-contractor, and Owner's representative to review project, coordinate open issues and construction schedule. (Estimated 8 progress meetings for project).
- ▼ Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the contract sum and/or contract time.
- ▼ Prepare and process Change Orders for City review and approval.
- ▼ Review and certify the Contractor's applications for payment, monthly.
- ▼ Prepare and perform a final punch-list walk through with the Contractor and Owner representative(s).
- ▼ Coordinate with contractor to determine the dates of Substantial Completion and Final Completion.
- ▼ Confirm the completion of the final punch-list.

### **Task 3 – Construction Engineering/Observation:**

Under this task the project team will observe the construction efforts on the project and assist with any necessary field changes to successfully complete the work. Specific work efforts include:

- ▼ Provide daily observation of the project when construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards. Full-time observation will be provided for all utility construction and pavement repairs.
- ▼ Produce daily field reports to document construction activities and record quantities of contract pay items.
- ▼ Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.
- ▼ Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.
- ▼ Provide 3 half day site visits by WJE and site observation report for existing framing review, new floor framing, timber repair work to review conditions and modifications to existing structure in compliance with design intent.

### **CREW DAYS (CONSTRUCTION OBSERVATION)**

This project contract includes a line item for Crew Days in Contractor's bid. This item is for construction observation required for the Contractor's operations. OHM will provide daily observation of work under this Crew Day item. Full-time inspection will be provided for all construction operations as indicated in the contract specifications for Crew Days. The Contractor has included the Crew Day amount in their bid based on their anticipated schedule for the project.

### **SCHEDULE**

Based on the Tax Increment Finance Authority (TIFA) and City Council meeting schedule, we anticipate that the award for the project would occur at the March 16<sup>th</sup> Council meeting. Construction on the project is anticipated to begin in April of 2026, and the project is expected to be completed by August of 2026.

### **COMPENSATION**

The above will be performed on an hourly basis for the not-to-exceed amount of sixty-nine thousand, one hundred and sixty dollars (\$69,160). The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:



	OHM	WJE	Total
Task 1 – Additional Design Phase	\$ 15,000	-	\$ 15,000
Task 2 – Contract Administration	\$ 34,000	\$ 5,000	\$ 39,000
Task 3 – Construction Engineering/Observation	\$ 5,160	\$ 10,000	\$ 15,160
<b>Total</b>	<b>\$ 54,160</b>	<b>\$ 15,000</b>	<b>\$ 69,160</b>

**FURTHER CLARIFICATIONS AND ASSUMPTIONS**

The above-listed scope of services was prepared with the following assumptions:

- Additional OAC Meetings will be billed at hourly rates, as needed.
- Additional site visits for site observation or construction observations will be billed at hourly rates, as needed.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,  
**OHM Advisors**

*Hannah Driesenga*

Hannah Driesenga, P.E.  
Client Representative

cc: Tim Wisser, Manager of Municipal Properties  
Brandon Skopek, Assistant City Manager  
Chris Ozog, Senior Project Manager, OHM  
Tim Juidici, Principal, OHM  
File

**City of Auburn Hills**  
**DEN Renovations and Restrooms**  
**Construction Services**

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



March 2, 2026

Stephen Baldante  
Director of Public Works  
CITY OF AUBURN HILLS  
1500 Brown Road  
Auburn Hills, MI 48326

RE: The Den Renovation  
Letter of Recommendation

Dear Mr. Baldante:

On January 30, 2026, at 10:00 am, a total of four bids were received for the above referenced project. The four (4) bidders are as follows:

Contractor	Total Bid
Venture Building Company, Inc.	\$392,700.00
Heaney General Contracting, Inc.	\$498,842.69
Vesta Companies, Inc.	\$525,000.00
Midwest Commercial Construction, LLC	\$575,683.00

The project consists of renovating the Den log cabin located at 3388 Auburn Road in Downtown Auburn Hills. The scope of work includes the addition of two new accessible family restrooms, modifications to the existing deck and sidewalk, drainage enhancements, and both interior and exterior structural improvements.

Venture Building Company, Inc., out of Shelby Township, Michigan is the low bidder for this project. They have been in operation for 32 years and have significant experience in residential and commercial construction and have completed numerous projects throughout the region. In addition, a meeting was held with representatives from Venture Building Company, City DPW, and OHM to discuss their experience and approach to the project. Based on their qualifications and meeting on the project, **we would recommend award of this contract to Venture Building Company, Inc. in the amount of \$392,700.00, per the lump sum listed on the bid.**

Digital files of this letter and a bid tabulation have been emailed to your office. If you have any questions or require additional information, please feel free to contact this office.

Sincerely,  
OHM Advisors

A handwritten signature in black ink that reads 'Hannah Driesenga'.

Hannah Driesenga, P.E.  
Client Representative

cc: Tim Wisser, Manager of Municipal Properties  
Laura Pierce, City Clerk  
Tim Juidici, OHM  
Chris Ozog, OHM  
File



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TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director

DATE: February 24, 2026

SUBJECT: Construction Staging Area Extension Request for The Webster

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### **INTRODUCTION AND HISTORY**

In January 2024, Hyde Associates received approval from the TIFA Board to utilize the TIFA-owned surface parking lot directly south of the development for staging of equipment and construction materials during construction of The Webster. The original agreement expired on December 31, 2025, however The Webster is still in development. Hyde Associates will need to extend their use of the property until August 15, 2026. Further, Hyde Associates, per the original use agreement, is responsible for the restoration of the parking lot and associated landscaped areas, with said restoration items to be completed by December 31, 2026.

In 2023, the TIFA Board provided a similar extension to an existing use agreement for a TIFA-owned property for the staging area of The Brunswick. This use agreement extension was drafted to mirror the previously successful use agreement regarding the construction of The Brunswick. All other language, terms and conditions in the existing agreement shall remain in full force and effect, except as specifically amended in the attached amendment to the January 9, 2024 agreement.

### **STAFF RECOMMENDATION**

Staff recommend approval of the request by Hyde Associates to extend their use of the TIFA-owned surface parking lot for construction staging until August 15, 2026.

### **An appropriate motion is:**

**Move to approve the amendment to the January 9, 2024 agreement with Hyde Associates to extend the use of the Tax Increment Finance Authority owned property located at Parcel Identification Number 14-36-126-029 until August 15, 2026. Furthermore, authorize the Executive Director to sign the amendment to the January 9, 2024 agreement.**

**AMENDMENT TO JANUARY 9, 2024 AGREEMENT**

This Amendment to the January 9, 2024 Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 between Hyde Associates, LLC (“Hyde Associates”), a Michigan limited liability company and Auburn Hills Tax Increment Finance Authority (“the TIFA”), a public body corporate for the use and restoration of the property described below.

**RECITALS**

1. The Auburn Hills Tax Increment Finance Authority is the owner of the property located at parcel identification number 14-36-126-029 (“Property”).
2. Hyde Associates has been permitted by the TIFA to use a portion of the Property for staging of material and equipment in accordance with the Agreement (“Agreement”) dated January 9, 2024.
3. The parties to the Agreement have herein by mutual agreement, determined that a modification to the Agreement is necessary to effectuate a request by Hyde Associates to extend the term of the Agreement to August 15, 2026.

**AGREEMENT**

Now, therefore, for good and valuable consideration given, the receipt of which is acknowledged by the parties, the parties hereto agree as follows:

1. The Auburn Hills Tax Increment Finance Authority is granting and Hyde Associates is accepting an extension of the Agreement to August 15, 2026.
2. After August 15, 2026, Hyde Associates shall not be permitted to use the Property for staging of material and equipment.
3. Hyde Associates shall restore and improve the Property in accordance with Section 3. Condition and Maintenance of the Agreement, at its own cost by December 31, 2026.
4. All other language, terms and conditions in the existing Agreement shall remain in full force and effect, except as specifically amended herein.

Signed on this \_\_\_\_ day of March 2026.

AUBURN HILLS TAX INCREMENT  
FINANCE AUTHORITY

HYDE ASSOCIATES, LLC

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

By: Andrew Hagge

By: \_\_\_\_\_

Its: Executive Director

Its: \_\_\_\_\_

## AGREEMENT

This Agreement is entered into on this 9<sup>th</sup> day of January 2024, between Hyde Associates, LLC (“Hyde Associates”), a Michigan limited liability company whose address is 30407 West 13 Mile Road, Farmington Hills, Michigan 48334 and Auburn Hills Tax Increment Finance Authority (the “TIFA”), a public body corporate whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan 48326 for the use and restoration of the property described below with the following terms and conditions.

1. **Purpose.** Hyde Associates wishes to use a portion of the property owned by the TIFA located at parcel identification number 14-36-126-029 (“Property”) for staging of material and equipment during the construction of The Webster project at 3342-3350 Auburn Road, Auburn Hills, Michigan, with said staging to take place on the portion of the property shown on the attached Exhibit A and Exhibit B.

2. **Consideration.** In consideration of this Agreement, Hyde Associates shall pay the TIFA rent for the property in the amount of **(\$1.00) One Dollar** payable at the time of the signing of this Agreement.

3. **Condition and maintenance.** Hyde Associates will at its own cost secure the construction trailer as shown in Exhibit A with Hyde Associates to at its own cost maintain the construction trailer in good condition. Hyde Associates will at its own cost secure the property with a six (6) foot high screened chain link fence and a sixteen (16) foot wide gate at the south end of the property facing Primary Street for trades delivery and access as shown on the sketch attached as Exhibit B with Hyde Associates to at its own cost maintain the fence in good condition. Upon completion of the project the fence and gate shall be removed and the parking area restored to its previous condition by Hyde Associates at its own cost, and the landscaped areas will be fine graded and seeded by Hyde Associates at its own cost and the property restored by Hyde Associates. Restoration and improvement items shall be completed by Hyde Associates at its own cost by December 31, 2025.

4. **Term.** Hyde Associates shall be allowed to use the property for the installation of a job trailer for a period of eighty-one (81) days commencing on January 10, 2024 and terminating on March 31, 2024. Hyde Associates shall be allowed to use the property for the staging of material and equipment for a period of twenty (20) months commencing on April 1, 2024 and terminating on November 30, 2025 and after November 30, 2025 Hyde Associates shall not be allowed to use the property for staging of material and equipment.

5. **Release/Indemnification.** Hyde Associates agrees to release, indemnify and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all Boards, Commissions and/or Authorities, including but not limited to the Auburn Hills Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their respective officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney’s fees, causes of action, suits, claims or judgments and costs, incurred and/or arising from Hyde Associates’ use of the Property and/or any activities that take place

at and/or pertaining to the use of the Property during the term of said use and/or arising from Hyde Associates and/or its employees actions and/or omissions in connection with the use of the Property and/or the activities in connection therewith.

6. **Insurance.** Hyde Associates will at its own cost provide and keep in effect insurance in the types and amounts shown on the Insurance Requirements City of Auburn Hills, Michigan And/Or City of Auburn Hills T.I.F.A, B.R.A, D.D.A document and Hyde Associates shall at its own cost comply with all other conditions and requirements set forth in said Insurance Requirements document, a copy of which is attached hereto and incorporated by reference as Exhibit C.

7. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to the Property between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties

8. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

9. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

10. **Jurisdiction and venue.** Any disputes under this Agreement shall be subject to the laws of the State of Michigan and venue for any disputes shall lie in Oakland County, Michigan.

11. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.

12. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A – Proposed Construction Trailer Location

Exhibit B – Proposed Staging Area

Exhibit C – Insurance Requirements of the City of Auburn Hills

13. **Effective date.** Hyde Associates and the TIFA have signed this Agreement and it shall be effective as of the day and year first above written.

AUBURN HILLS TAX INCREMENT  
FINANCE AUTHORITY

HYDE ASSOCIATES, LLC

/s/  \_\_\_\_\_

By: Andrew Hagge

Its: Assistant to the City Manager

/s/  \_\_\_\_\_

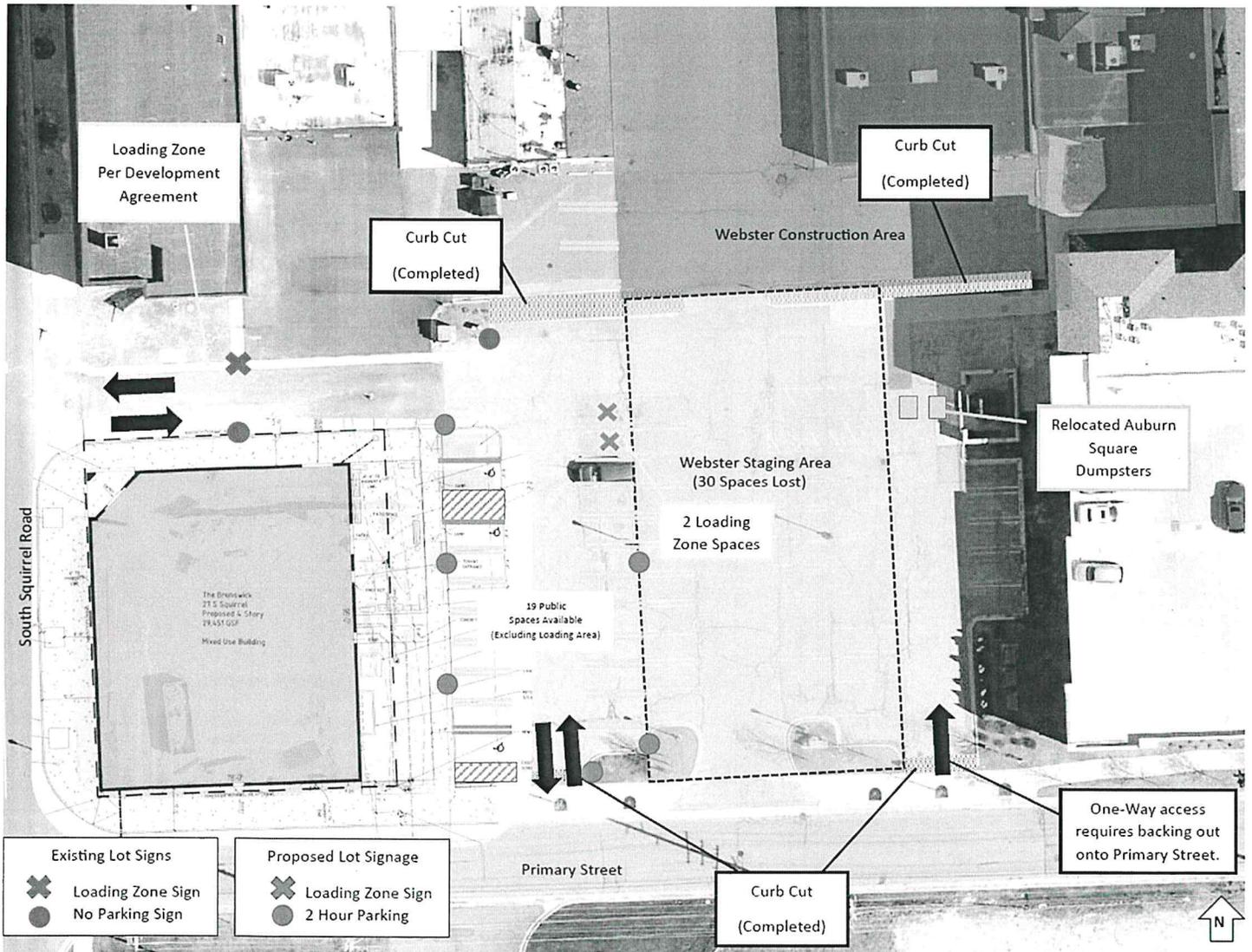
By: LAMAR SULAKA

Its: MNO PROJECT MNO

# EXHIBIT A



# EXHIBIT B



# Exhibit C

## Insurance Requirements City of Auburn Hills, Michigan And/Or City of Auburn Hills T.I.F.A, B.R.A., D.D.A

### 1. Liability Insurance:

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
  - I. Check mark indicating occurrence as opposed to claims made form
  - II. Limits of Liability:
    - \$1,000,000 each occurrence
    - \$2,000,000 general and products-completed operations aggregates
  - III. Personal Injury  
\$2,000,000 aggregate
- b. Automobile Liability:
  - I. Check mark indicating coverage as to any automobile
  - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
  - III. Limits of Liability: \$1,000,000 combined single limit
- c. Commercial Umbrella (Excess) of at least \$4,000,000
- d. The Contractor shall insure the Contractor's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
- e. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: *The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
- f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

### 2. Workers Compensation

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$500,000 E.L. each accident
- \$500,000 E.L. each disease – each employee
- \$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be from an insurance company acceptable to the City of Auburn Hills.

**3. Hold Harmless/Indemnification Agreement**

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) herein, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

**4. Certification of Insurance**

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage shall be mailed to:

- i. City Clerk's Office  
City of Auburn Hills  
1827 North Squirrel Road  
Auburn Hills, MI 48326

**5. Sub-Contractors Insurance Requirements**

If approval is granted by the City of Auburn Hills for a Contractor to subcontract any or all of such contract to others, then prior to commencing the subcontract, the City's contract or agreement with the Contractor shall stipulate that the Contractor will require their subcontractor agreements to carry the same limits as required by the City of the Contractor.

**6. Requirement as Part of Contract**

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the contractor and the City.

7. **OTHER INSURANCE REQUIREMENTS THAT MAY BE APPLICABLE DEPENDING ON SCOPE OR TYPE OF WORK. IF CHECKED, THESE REQUIREMENTS ARE MANDATORY TO THE CONTRACT AND SHALL BE INCLUDED IN CONTRACT AND PROVIDED TO THE CITY AS DIRECTED.**

**a. Owner's and Contractor's Protective Liability (\_\_\_\_\_)**

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills.

**b. Professional Liability (\_\_\_\_\_)**

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. Evidence of such coverage must be provided to the City. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney).

**c. Cyber Liability (\_\_\_\_\_)**

Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third party liability. Required if the contractor is providing technological services (includes but not limited to programming of any systems/services, anything accessing private City data, or is related to phones/telecommunications/computers/electronic data/banking services).

**d. Employee Dishonesty  
(w/third party endorsement) (\_\_\_\_\_)**

Employee Dishonesty coverage with limits of at least \$1,000,000 w/ third party of endorsement. Required when contractor is working on site in city owned buildings. May be required when contractor is working on site on city owned property.

**2. Temporary Events and/or Special Events**

With respect to temporary events and special events, the City shall have the discretion to amend some or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City. Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement as described in Section 9 herein.



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TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director

DATE: March 3, 2026

SUBJECT: Nowak & Fraus Proposal for Engineering Work – Reconstruction of Municipal Parking Lot

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### **INTRODUCTION AND HISTORY**

The City of Auburn Hills continues to address the need to improve downtown parking and more properly ready downtown parking for future developments. As a result of those ongoing efforts, the attached proposal is now before the TIFA Board as a part of the reconstruction of the TIFA-owned municipal parking lot along Primary Street, which is currently being used as a staging area for The Webster development.

Earlier this year, Director of Community Development, Steve Cohen, requested cost estimates and bids for the design of a rebuild to the existing parking lot on Primary Street from engineering firms capable of performing this work. The goal is for the engineering firm to design a parking lot that the city can then take out to bid for the rebuild/reconstruction work. The plan is to go out to bid, review bids, and begin reconstruction of the Primary Street parking lot during the Fall of 2026.

The concept for the reconstruction of the Primary Street parking lot would include 43 parking spaces, covered trash collection that service The Webster and the other Auburn Road businesses (candle shop, whiskey park, and dentist). Additionally, it should be noted that this Primary Street parking lot will eventually be metered. City staff recently just formed a Parking Meter Work Group, of which the TIFA Executive Director is a part of, to figure out the details and execution of the parking meters.

The City of Auburn Hills received two submissions to carry out the necessary engineering and design work. Those submissions came from the engineering firms Nowak & Fraus and PEA Group. Both firms are more than capable of performing the necessary work so that the city can go out to bid for the necessary reconstruction work. The total cost with Nowak & Fraus comes to approx. \$18,800, while the total cost with PEA Group came to approx. \$29,500.

### **STAFF RECOMMENDATION**

The City of Auburn Hills has a previous working relationship with Nowak & Fraus, and the proposal has been reviewed and approved from a legal perspective. It is the staff's recommendation that the TIFA allocate \$18,800 for professional engineering services for the reconstruction of the TIFA-owned municipal lot on Primary Street

### **An appropriate motion is:**

**Move to approve the attached proposal and authorize the Executive Director to sign the proposed agreement from Nowak & Fraus for engineering services to create a site plan and engineering construction drawings for the proposed reconstruction of the municipal parking lot on Primary Street using available funds budgeted within the 2026 TIF-A budget.**



## **WORK AUTHORIZATION**

**Authorization/Proposal No.** 5A-P2992

**Date:** February 19, 2026

**Client:** Auburn Hills Tax Increment Financing Authority  
1827 N. Squirrel Road  
Auburn Hills, MI 48326

**Client Phone:** 248-364-6900  
**Client Email:** ahegge@auburnhills.org

**Attention:** Andrew Hagge

**RE:** **Re-Build Municipal Parking Lot  
Primary St.  
Auburn Hills, MI**

Dear Andrew,

Pursuant to your request, we are pleased to submit this proposal for professional services concerning the above referenced development. We have reviewed the project requirements and have identified our understanding of the project as follows:

### **PROJECT DESCRIPTION/UNDERSTANDING:**

- In accordance with your email dated 02-17-26, you are proposing to re-build the existing municipal parking lot at the above referenced site.

Based on the above, we have developed the following scope of work and associated fees relative to the development of the project:

#### **1. Boundary & Topographic Survey (if requested)**

We will complete a Boundary & Topographic Survey of the site in accordance with Auburn Hills requirements for site plan approval and construction plan development. Current title work will be provided by the owner for our use in completing the survey.

**Lump Sum Fee: \$4,200.00**

#### **2. Preliminary Site Plan**

Prepare a preliminary engineering site plan for site plan approval by Auburn Hills (fee excludes attendance at Planning Commission meetings and City Council meetings for site plan approval).

**Lump Sum Fee: \$3,400.00**

### 3. Landscape Plan

Prepare a landscape plan and tree preservation plan for site plan approval by Auburn Hills. The landscape plan shall be designed to meet municipal requirements. In addition, we will work with the owner to provide any additional landscaping that is desired.

**Lump Sum Fee: \$2,300.00 (Includes Irrigation Plan)**

**Additional Fee for Landscape Rendering (if requested): \$500.00**

### 4. Construction Documents

Prepare construction engineering plans based on the final approved site plan as prepared by our office. The plans will be in accordance with Auburn Hills requirements. Plans to include the following:

- Title Sheet
- Demolition Plan
- Site Dimensions
- Storm Sewer Plan & Profile
- Detailed Paving & Grading
- Soil Erosion Control Plan
- Engineers Construction Cost Estimate

We shall complete all necessary revisions in accordance with municipal agencies' reviews to obtain approval for issuance of construction permits. Revisions to the plans that are outside of the original scope of work, as detailed in this proposal, or revisions initiated by the owner will be quoted separately or billed on an hourly basis according to the enclosed Nowak & Fraus 2026 Fee Schedule.

**Lump Sum Fee: \$6,900.00**

**Additional Fee for Storm Water Treatment/Detention Design (if required): \$2,800.00**

### 5. Meetings

Attend project design or municipal meetings as requested by the client.

**Fee: T & M (Budget \$1,500.00)**

### 6. Extra Services

Any additional services required for the development of this project, not specifically identified above, or as requested by the owner will be quoted separately or billed on an hourly basis according to the enclosed Nowak & Fraus 2026 (and future 2027) Fee Schedule.

**Fee: T & M**

## **7. Reimbursable Expenses**

Reimbursable expenses, including attendance at project meetings and public meetings (Planning Commission, City Council, Township Board, etc.) and/or for costs involving reproduction of drawings, specifications, etc., required by the project, except those utilized by Nowak & Fraus in the development of the project will be invoiced based on time and materials in accordance with the attached Fee Schedule.

**Fee: T & M**

## **SUMMARY OF FEES**

- |                                   |                               |
|-----------------------------------|-------------------------------|
| 1. Boundary & Topographic Survey: | \$4,200.00 (if requested)     |
| 2. Preliminary Site Plan:         | \$3,400.00                    |
| 3. Landscape Plan:                | \$2,300.00                    |
| 4. Landscape Rendering:           | \$500.00                      |
| 5. Construction Plans:            | \$6,900.00                    |
| 6. Storm Water Detention Design:  | \$2,800.00 (if required)      |
| 7. Meetings:                      | T & M Estimated at \$1,500.00 |

We shall maintain complete project records (time sheets, cost reports, change-order logs) and make them available for the City's audit for up to seven (7) years after final payment.

## **PROJECT SCOPE CLARIFICATIONS & EXCLUSIONS**

The following work is not included in the scope of services and, if required, can be provided for an additional fee:

1. Right-of-way Improvements Other Than Standard Drive Approaches
2. Environmental Surveys
3. Easement Exhibits
4. Off-Site Utility Design
5. Set Property Corners
6. Construction Services
7. As-Built Survey
8. Other items not specifically included in this proposal

**ACCEPTANCE & AUTHORIZATION TO PROCEED**

Do not hesitate to contact us if you have any questions regarding this Proposal. Otherwise, please return a signed and dated copy of this Proposal to us, which shall suffice as our authorization to proceed with the work.

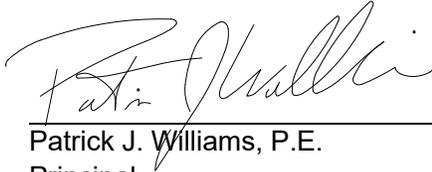
Thank you for choosing Nowak & Fraus Engineers.

The undersigned is the Owner of the Project or is an authorized representative of the Owner for the Project and acknowledges that he or she has read the terms of this Work Authorization and the attached Terms and Conditions and agrees to be bound by the provisions contained therein. The above Proposal is valid if accepted within 30 days of its receipt.

Sincerely,

**NOWAK & FRAUS ENGINEERS**

**AUBURN HILLS TIFA**



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Patrick J. Williams, P.E.  
Principal

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*(Signature)*

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*(Typed or Printed Name)*

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*(Date)*



**ATTACHMENT "A" 2026 FEE SCHEDULE**

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$214.00
Senior Associate	\$192.00
ALTA Survey Manager	\$174.00
Associate/Senior Project Manager/Cad Manager/Land Surveyor	\$174.00
Professional Surveyor/Field Coordinator	\$160.00
Project Manager/Woodland-Wetlands Manager	\$160.00
Registered Landscape Architect/Project Engineer	\$154.00
Senior Project Designer	\$138.00
Land Survey Technician/Landscape Architect	\$132.00
Project Designer	\$130.00
Engineer III/Senior Wetland Scientist	\$142.00
Engineer II/Wetland Scientist	\$134.00
Engineer I	\$110.00
Geospatial Engineer	\$154.00
Geospatial Technician III/Senior Project Coordinator/Senior Marketing Coordinator	\$136.00
Geospatial Technician II	\$128.00
Geospatial Technician I	\$122.00
Engineering Technician III/Project Coordinator/Marketing Coordinator	\$124.00
Engineering Technician II	\$118.00
Engineering Technician I/Office Survey Technician	\$110.00
Senior Testing Inspection Engineer	\$116.00
Testing Inspection Engineer	\$112.00
Engineering Assistant	\$ 94.00
Survey Crew – 3 Person	\$254.00
Survey Crew – 2 Person	\$206.00
Survey Crew – 1 Person	\$162.00
Mobile-Based LIDAR Instrument Usage Fee	\$200.00
Clerical	\$ 94.00

*Authorized overtime will be billed at 1.2 times the above stated rates. Authorized overtime for Sundays and Holiday work will be billed at 1.4 times the above stated rates. Expert Testimony will be billed at 1.4 times the above stated rates. Survey crew size will be determined on a project-by-project basis by NFE Management to provide production surveying services.*

**REIMBURSABLE EXPENSES:** NFE Expenses incurred in direct connection with the project will be charged at the following rates:

Courier Services/Specialized Reproduction/Project Related Purchases	Cost + 15%
Standard Print – Colorized Prints – 24" x 36" (Engineering Format)	\$25.00 Each
Standard Print – Black Line Prints – 24" x 36" (Engineering Format)	\$3.50 Each
Oversized Print – Black Line Prints – 30" x 42" (Architectural Format)	\$6.00 Each
Express (Hand) Deliveries – Local Area Only as Requested by Client	\$Hourly
Electronic Data/Media/File Transfer as Requested by	\$Hourly
Sub-Consultant Fee/Expenses (Application Fees, Review Fees, Permit Fees, etc.)	Fee / Cost + 15%
Round Trip Vehicle Mileage from NFE Offices when identified on NFE Proposal	\$0.70 / Mile
Travel Expenses (Hotel, Meals, Etc.)	Cost + 15%
Thumb Drives	\$25.00
Engineering Consent Agreements for Lender (\$2,500) / Project Insurance (Quoted Rate)	

*Revised: 01/05/2026*

## **2026 NFE TERMS AND CONDITIONS**

### **1. SERVICES EXCLUDED FROM BASIC SERVICES UNLESS EXPRESSLY INCLUDED IN SCOPE OF WORK DEFINED IN ATTACHED WORK AUTHORIZATION**

The following types of services are not considered part of “basic” Professional Land Surveying or Civil Engineering Services and will be performed as an extra to the contract fee:

- (A) **Land Survey Services / Environmental Services / Geo-technical Related Services:**
- i. Any additional land surveying service not set forth in the Nowak & Fraus, L.L.C. (NFE) Work Authorization, (i.e. special surveys, boundary survey, topographical survey, tree or wetland surveys, etc.)
  - ii. Construction Staking Services, Construction Layout Service, Re-Staking Services.
  - iii. As-Built Surveys, Foundation Surveys or Foundation Certificates.
  - iv. Preparation of parcel splits or combinations, condominium documents, deed review, obtaining or negotiating for land sales, preparing easements or rights-of-way documentation.
  - v. Preparation or review of environmental assessments and/or environmental impact statements, phase I or phase II research or reports.
  - vi. Geo-technical Investigations / Underground Utility Investigation or Exploration (i.e.: soil bores, cctv / camera / video underground utilities, ground penetrating radar, etc.).
- (B) **Design Related Changes in Scope of Services and/or Additional Services Excluded from specified Basic Design Services listed in the attached Work Authorization:**
- i. Services resulting from changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, Client’s schedule, or character of construction; and revising previously accepted or approved studies, reports, design documents or Contract Documents when such revisions are due to causes beyond NFE’s control.
  - ii. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction; 2) a significant amount of defective or negligent work of the contractor(s); 3) acceleration of the progress schedule involving services beyond normal business hours; 4) default by contractor(s).
  - iii. Preparation and/or modification of Computer Assisted Design (CAD) drawings of topographical and/or other types of surveys as furnished by others.
  - iv. Opinions or review of construction budget requirements, or construction scheduling.
  - v. On-site inspection or supervision of work performed on the Project.
  - vi. NFE shall exercise usual and customary professional care in its efforts to comply with all codes, regulations, laws in effect as of the date of this agreement. Any changes after this date that requires revisions or redesign shall be an additional service.
  - vii. Obtaining and/or the preparation of Permit Applications for construction activities and/or construction work.
  - viii. Reproductions of plans, specifications and/or contract documents, including electronic files.
  - ix. Expert Testimony at trial and/or deposition, including any time needed to prepare for the testimony or to prepare a report.
  - x. Service planning with utility companies.
  - xi. Preparation of lighting and photo-metric plans.
  - xii. Structural design of retaining walls.
  - xiii. Earth balancing determinations.
  - xiv. Assistance with construction-related problems and changes due to causes beyond NFE’s control.
  - xv. Landscape design and planning.
  - xvi. Traffic Impact Studies / Traffic Analysis Reports.
  - xvii. Project Specific Insurance Coverages that exceed NFE’s basic coverages.
  - xviii. Engineer’s Consent Agreements and Certificates for Project Loan.

### **2. FEES - Client shall pay for services and expenses as set forth below.**

- (A) All invoices are due upon receipt. All invoices shall be deemed to have been received within three (3) business days after the invoice date bearing the address listed herein. Any claims of errors or discrepancies in billings must be submitted to NFE in writing within 30 days of receipt of the invoice. Otherwise, all such objections are deemed waived, and the account will become stated. Payments shall not be withheld, delayed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from third parties causing Additional Services or expenses.
- (B) If the Client fails to pay any payment due to NFE for services and expenses within thirty (30) days after receipt of NFE invoice, therefore, the amounts due shall include a late charge at a rate of one and one-half (1 1/2%) percent per month from said thirtieth (30) day and in addition, NFE may suspend all services under this Agreement until NFE has been paid in full all amounts due for services and expenses. Client shall pay all costs of collection, including attorney fees.
- (C) **A signature on this work authorization provides permission to pull a credit bureau report on any company or individual who may be liable under this agreement (such as personal guarantor, proprietor, general partner, or similar person).**

### **3. “TIME AND MATERIAL” BASIS - All determination of fees on a “Time and Material” basis shall be as follows:**

- (A) “Time” is based on the hourly rates set forth in the NFE’s current calendar year Rate Schedule (Exhibit A). Hourly rates are subject to change each calendar year. The most current NFE fee schedule will apply based upon the current calendar year as prepared by NFE. All travel time is billed at the hourly rates as set forth in Exhibit A.
- (B) “Material”: All materials, including out of pocket travel expenses such as subcontractor, permit application fees, and title searches, hotels, meals, etc. will be billed at actual cost, plus fifteen (15%) percent, except reproduction costs, postage and handling and computer costs which are billed at NFE’s standard rates.

4. **CLIENT'S RESPONSIBILITIES** - Client shall be responsible to perform or provide the following:
- (A) Client shall provide a current title policy or vesting deed for all new private projects. Client may elect to have NFE order a title search for the project in question. Title searches shall be billed as reimbursable pursuant to NFE's standard rates including a fifteen (15%) percent markup by NFE.
  - (B) Arrange for access to and make all provisions for NFE to enter upon public or private property to perform the above professional services. NFE will take reasonable precautions to minimize any damages to property; however, Client understands and agrees that in the normal course of work, some damage may occur and that NFE is not responsible to correct said damage.
  - (C) Furnish all available information, surveys and documents pertinent to NFE's work, including a program which shall set forth the Client's objectives, schedule, constraints and site requirements. NFE shall be entitled to rely upon the completeness and accuracy of the information, surveys and documents provided by Client.
  - (D) Give prompt written notice to NFE whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the above professional services.
  - (E) Give prompt written notice to NFE of all defects or suspected defects in NFE work or services of which the Client or Client's agent becomes aware, in order to allow NFE time to investigate and take any measures necessary to minimize the consequences of the defect. The Client shall require that all contractors and subcontractors, at any level, on the Project to contain in their contract a requirement like this. Failure by the Client, the Client's contractors, or subcontractors to notify NFE shall relieve NFE of the costs of remedying the defect above the sum such remedy would have cost had prompt notification been given. In the event the defect is known or reasonably could have been known prior to installation and is attributed to construction layout, the failure to give prompt notice shall relieve NFE of all costs of remedying said defect.
  - (F) Render all decisions or provide all necessary approvals pertaining to NFE's work. NFE will assist the Client in preparing applications and supporting documentation for the Client to secure permits and approvals, however, it is the Client's responsibility to pay all fees and to make sure all the necessary permits and approvals have been obtained prior to commencing work. If the Client elects to commence construction prior to receiving all the necessary permits and approvals, NFE shall not be held liable for any damages, losses and costs arising from that decision to proceed. NFE does not assume any responsibility for the decision to proceed by performing construction stakeout at the Client's request.
  - (G) The Client warrants the accuracy and the permission to use all information, plans, drawings, specifications, surveys, reports and documents provided to NFE in connection with the Project. The Client agrees, to the fullest extent permitted by law, to indemnify and hold NFE harmless of all expenses, damages, losses, and costs, including attorney fees, from any claims and/or liability, including copyright claims, resulting from the use of such information, plans, drawings, specifications surveys, reports and documents.

5. **TIME AND PERFORMANCE** - All work or services shall be performed as follows subject to weather conditions at the time of release of services by Client:
- (A) NFE shall perform its services consistently with the professional skill and care ordinarily provided by engineers or surveyors practicing in the same or similar locality under the same circumstances. NFE shall perform its services as expeditiously as consistent with such professional skill and care and the orderly progress of the project.
  - (B) NFE is not responsible for any delay caused by activities or factors beyond NFE reasonable control including, but not limited to, delays by reason of strikes, lockouts, weather, work slow-downs or stoppages, accidents or acts of God. When a delay is beyond NFE's reasonable control, Client agrees that NFE shall not be held liable for any damages arising from such delay, nor shall NFE be deemed to be in default of this Agreement.

6. **LIMITATION OF LIABILITY**
- NFE's fees include a reasonable allowance for risks and to obtain that benefit, the Client agrees the maximum aggregate amount of NFE's liability and/or NFE's professional engineers or surveyors shall be limited to ~~\$25,000.00 or to the sum of NFE's fee whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If the Client is unwilling to accept this limitation the fees in this proposal shall increase by ten percent (10%), but not less than five hundred dollars (\$500) to compensate for the increased risk assumed by NFE. Client agrees the new limitation of liability shall be NFE's professional insurance policy limit for the project. Under no circumstance shall NFE and/or NFE's professional engineers and/or surveyors be liable for Client's loss of profits, delay damages, or any special, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever.~~

7. **TIME PERIODS**
- The Client agrees that the applicable statute of limitations for any and all causes of action against NFE shall be ~~two (2) years; except causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery. Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that NFE last provides service to the Client as to the matters out of which the cause of action arose. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of NFE's last service to the Client as to the matter out of which the cause of action arose.~~ in accordance with applicable law.

8. **TERMINATION FOR CONVENIENCE**
- Upon written notice, client or NFE may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of the termination notice, NFE shall stop work on all services included in this Agreement and grant license to use in connection with the project any instruments of service complete at that time to the Client; provided that the Client has paid NFE for all services performed up to the receipt of the termination notice. Upon termination for Convenience, NFE and Client shall have no further rights or remedies other than those utilized herein.

9. **GENERAL CONSIDERATIONS**
- (A) Client and NFE each bind himself and his partners, successors, affiliated entities, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
  - (B) Neither Client nor NFE shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Nowak & Fraus from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist in the performance of services. NFE has no duty to assign its drawings or work product to a lender on behalf of a client under terms of this agreement.
  - (C) Nothing herein shall be construed to give any rights or benefits to anyone other than Client and NFE.
  - (D) This Agreement represents the entire and integral agreement between NFE and the Client and supersedes all prior negotiations, representations, or agreements, whether written or oral. All NFE's notes, disclaimers, details, specifications, and instructions on NFE's drawings in connection with the project which the subject of this agreement shall be incorporated as part of this agreement. Only a written instrument signed by both NFE and the Client may amend this Agreement.

- (E) Drawings and specifications are instruments of service and shall remain the property of NFE whether the Project for which they are made is executed or not. They are not to be used by the Client on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to NFE. The Client shall to the fullest extent permitted by law indemnify and hold harmless NFE from and against all claims, damages, losses, and costs, including attorney fees and costs of litigation, arising out of or in any way connected in the modification, misrepresentation, misuse, or reuse by other of the machine-readable information or data provided by NFE, excepting only such use as may be authorized, in writing, by NFE. NFE shall not authorize the reuse of its machine-readable information or data, either electronically, on disk or as a hard copy, unless full payment has been made by the Client. The Client will be appropriately charged based upon NFE's standard rates.
- (F) In providing opinions of probable construction cost, the Client is advised that NFE has no control over contractor's cost or the price of labor, equipment or materials furnished by the contractor, or over the contractor's methods of pricing, and that the opinions of probable construction costs that may be provided as part of the professional services to be rendered are to be made based on current prevailing prices. No warranty, expressed or implied, is made as to the accuracy of such opinions as compared to bid or actual costs incurred by the Client.
- (G) NFE may incorporate "design/build" concepts as a component of the construction plans. Where such concepts are used, the contractor, subcontractors, manufacturer, and/or supplier of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials furnished. Any "shop drawings" reviewed by NFE related hereto is limited solely for the purpose of determining that the general requirements have been met.
- (H) The information contained in this Proposal may be proprietary and shall not be disclosed to any parties outside of the Client's staff, partners, or be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate the Proposal. Should the Proposal be accepted, the Client shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with NFE.
- (I) The survey only reflects those utilities which could be observed by the surveyor in the field at the time the survey was performed. NFE is not responsible for the accuracy of any structures, physical features, or utilities that were buried, covered with snow or debris, or had vehicles parked over them at the time the survey was performed. NFE will request a Miss Dig "Design Ticket" in accordance with Michigan Public Act 174 for topographic surveys and ALTA/NSPS Land Title Surveys that request item item 11(b) (2021) on Table A pursuant to the 2021 ALTA/NSPS Land Title Standards. Please note the Facility owner/operator is only required to provide general information regarding the location of underground facilities and does not have to make their facilities. The Client is responsible to arrange markings by the facility owner/operator prior to the survey if so desired so they can be located during the survey. Further, based upon the extended reporting period for underground utility owners to provide their records; the survey may not reflect all the underground utilities of record at the time the survey was issued. NFE is not responsible to update surveys to reflect records received after the date it was issued. Nor is NFE responsible to locate utilities marked by utility companies after the date the survey was performed in the field. Any subsequent trips to locate markings or revisions to the survey drawing, to reflect records received after the date the survey was issued, will be an extra to the contract. The Client and/or their authorized agent shall verify with the Facility Owners and/or their authorized agents, the completeness and exactness of the utilities located on the survey.
- (J) The owner and/or authorized agent grants permission for the use of a drone to conduct aerial photography of the property. The drones use is for the purpose of performing an ALTA/NSPS Land Title Survey and/or topographical survey and will not be used for any other private or commercial purpose without consent of the owner.
- (K) Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction. This Agreement shall be governed exclusively by the laws applicable to the State of Michigan.
- (L) Any claim, dispute or other matter in question brought by owner/client arising out of or related to this agreement shall be subject to mediation as a condition precedent to binding dispute resolution.
- (M) Consultant and client waive all consequential or special damages., including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by NFE, regardless of whether such claims or dispute is based on breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.



**CITY OF AUBURN HILLS  
HOLD HARMLESS AGREEMENT**

As required for approval of the Webster / Primary Parking Lot  
(Activity)  
Nowak & Fraus herein after referred to as NFE  
(Name of Company) (Abbreviated Name Form)

agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

In addition, NFE  
(Abbreviated Name Form) agrees to furnish an ACORD certificate of insurance

- a. as required by the City of Auburn Hills with the description of the ACORD form to read as follows: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*

Name of Company  
Nowak & Fraus  
By [Signature]  
Dated 2/3/26

Witnesses  
[Signature]  
Robert Cloutier



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TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director

DATE: March 4, 2026

SUBJECT: Authorization to Provide Final Payment to Greystone Pickleball Club

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### **INTRODUCTION AND HISTORY**

On March 12, 2024, the TIFA Board of Directors provided a grant to Greystone Pickleball Club, LLC in the total amount of \$946,500.00. The development incentive grant was necessary due to the troubling property configuration, soil geotechnical challenges, and environmental concerns. The incentive grant has proved extremely worthwhile. Because of that action, the TIFA Board of Directors has helped turn a few parcels of difficult-to-build land into a tax-generating property that will no doubt serve as a gem to the overall community and help contribute to the city's economic vitality.

The original terms of the grant agreement stated that Greystone Pickleball Club, LLC would receive the total grant amount across three separate installments when certain milestones were met. The first installment of \$400,000 would be released upon the beginning of construction as the building goes vertical, the second in the amount of \$300,000 when the building is fully enclosed and secured, and the third and final in the amount of \$246,500 upon the issuance of the final certificate of occupancy.

As I write this memo, Greystone Pickleball Club, LLC has received two of three payment installments and has received a temporary certificate of occupancy. Before receiving their final certificate of occupancy, Greystone Pickleball Club still needs to install final landscaping and the final topcoat of asphalt on the parking lot. The only reason those items have yet to be completed is weather-related. As soon as the weather permits, those final two items will be completed.

I am writing to seek authorization to provide advanced payment of the third and final grant incentive installment to Greystone Pickleball Club, LLC based on a couple of reasons. First, the intent of the grant was to help remedy the earth and environmental concerns regarding the property. Those concerns have been remedied in full. And second, the TIFA Board was wise to create three milestones that each trigger the release of payment installments. This helped ensure that progress would continue toward the completion of the development. Now, the development is essentially all completed and Greystone Pickleball Club has established their ribbon cutting and grand opening for Saturday, March 14, 2026. You can be assured that the final work will be completed on the building when appropriate weather arrives, and that assurance is a result of the city being in possession of a bond equivalent to the cost of the final layer of asphalt being installed, as well as the landscaping.

The TIFA Board helped create what will soon become a staple of Auburn Hills well into the future. And, the city will help celebrate this development on Saturday, March 14<sup>th</sup>, marking the completion of a well-thought-out development incentive.

### **STAFF RECOMMENDATION**

City Staff recommend authorizing the TIFA Executive Director to provide final payment to Greystone Pickleball Club, LLC.

**An appropriate motion is:**

**Move to authorize the Executive Director to provide payment of the third and final installment to Greystone Pickleball Club, LLC in the amount of \$246,500.00**



## RESOLUTION GRANTING DEVELOPMENT INCENTIVES

- WHEREAS,** Greystone Pickleball Club Auburn Hills is being proposed at a site located in TIF District B and contains parcel identification numbers 14-23-352-009, 002, and 003, and
- WHEREAS,** the City and TIFA are aware of the historical difficulties developing this site that include but are not limited to unique property configuration, soil geotechnical challenges, and environmental concerns, and
- WHEREAS,** such conditions have hastened the land from being developed and becoming a tax generating property that contributes to the economic vitality of the City, and
- WHEREAS,** environmental remediation, soil conditions requiring special footings and foundations, and the necessitation of underground stormwater storage to accommodate needed parking, are all extraordinary costs that cause the development to be cost prohibitive, and represent an additional unplanned estimated expense of \$946,500 as reported by the developer and attached hereto, and
- WHEREAS,** the developers' expected \$13 million investment is roughly estimated to generate \$72,000 in annual city taxes based on a \$6 million taxable value, with the TIFA capturing approximately \$36,000 in city taxes in addition to those captured by the TIFA from other taxing jurisdictions. By comparison, the current taxable value of the property is \$489,980, and
- WHEREAS,** the new annual revenue generated once the project is completed and fully on the tax rolls is up from the less than \$6,000 in city taxes it currently generates and combines with placing a challenged property into productive use and adding a new recreational amenity to the city, and
- WHEREAS,** the Tax Increment Finance Authority desires to assist the development by contributing to the costs associated with these conditions in the form of a grant.

**THEREFORE, BE IT RESOLVED,** that the Auburn Hills Tax Increment Finance Authority authorizes a grant to Greystone Pickleball Club, LLC (dba Greystone Pickleball Club Auburn Hills), in the amount of \$946,500 to assist in resolving numerous site challenges that have been discovered through the site plan preparation process. Such grant requires no repayment.

**BE IT FURTHER RESOLVED** that the grant shall be released in three separate payments, the first of which shall be \$400,000 upon the beginning of construction as the building goes vertical, the second in the amount of \$300,000 when the building is fully enclosed and secured, and the third and final in the amount of \$246,500 within sixty days following the issuance of the final certificate of occupancy.

This resolution is adopted on this, the 12<sup>th</sup> day of March, 2024.

### AUTHORIZED SIGNATURES:

By:   
Michael Kneffel

By:   
Brandon Skopek

Its: Chairman of the Board

Its: Executive Director