



BOARD OF DIRECTORS MEETING

April 14, 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 – March 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 – March 31, 2026

6) UNFINISHED BUSINESS

7) NEW BUSINESS

- a) Campus Fuel Island – Storage Tank Purchase

8) EXECUTIVE DIRECTOR REPORT

9) BOARD MEMBER COMMENTS

10) ADJOURNMENT

Next Meeting is Scheduled for May 12, 2026 at 5:30 p.m.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 14, 2025

AGENDA ITEM NO _____

TAX INCREMENT FINANCE AUTHORITY

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

March 10, 2025

CALL TO ORDER: Chairman Kneffel called the meeting to order at 5:39 PM.

ROLL CALL:

Present:	Kneffel, Goodhall, Barash, Fletcher, Ferro
Absent:	Long
Also Present:	Andrew Hagge, Assistant to the City Manager/Executive Director; Tim Wisser, Manager of Public Properties; Steve Baldante, Director of Public Works
Guests:	None

LOCATION: COUNCIL CHAMBER, 1827 N. Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

None

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes – February 10, 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 February 10, 2026, as presented.

Seconded by Dr. Fletcher

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

Motion Carried

CORRESPONDENCE & PRESENTATIONS

None

CONSENT AGENDA

A. FY 2026 Adopted Budget and YTD Summary – February 28, 2026

There was no discussion of the Consent Agenda.

Moved by Mr. Barash to approve the Consent Agenda.

Seconded by Mr. Goodhall

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

Motion Carried

UNFINISHED BUSINESS

None

NEW BUSINESS

A. The DEN Renovation – Bid Award & Budget Amendment

Both Mr. Wisser and Mr. Baldante presented the agenda item regarding the renovation of The DEN. Mr. Wisser explained both the RFP and bid recommendation process. DPW staff are confident in the ability of the low-bidder to perform the work as necessary. Board members inquired about the cost of the project and if alternatives regarding lumber installation would save money on the project. DPW personnel stated that preserving existing lumber would save on costs, compared to the removal, purchase, and installation of new lumber.

Moved by Mr. Ferro 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.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Fletcher, Ferro,
No: Barash

Motion Carried

B. Hyde Associates & TIFA Use Agreement Extension

Mr. Hagge presented the agenda item regarding the Use Agreement between the TIFA and Hyde Associates. Hyde Associates is the developer that is currently building the Webster in downtown Auburn Hills. The extension of the use agreement was necessary because construction is still on going and the developer still requires the parking lot as a construction staging area. The deadline of August 15, 2026, was determined by multiple city staff. That deadline would allow the City of Auburn Hills to complete a reconstruction of the existing Primary Street parking lot by the end of 2026.

Moved by Dr. Fletcher 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.

Seconded by Mr. Ferro

Yes: Goodhall, Fletcher, Ferro
No: Kneffel
Present: Barash

Motion Carried

C. Primary Parking Lot Design Services

Mr. Hagge presented the agenda item regarding the design of the Primary Parking Lot to the Board of Directors. This work is necessary so that the City of Auburn Hills can obtain proper design and engineering work, which would allow the city to issue an RFP for the reconstruction of the Primary Street parking lot. The reconstruction of the parking lot would include the

preservation of a shared alleyway as well as enclosed dumpsters to service the business on the south side of Auburn Road in downtown Auburn Hills.

Moved by Dr. Fletcher 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.

Seconded by Mr. Ferro

Yes: Fletcher, Ferro, Kneffel, Goodhall

No: Barash

Motion Carried

D. Greystone Pickleball Club – Final Payment Authorization

Mr. Hagge presented the agenda item regarding the final incentive grant payment for Greystone Pickleball Club to the Board of Directors. Mr. Hagge explained that the ribbon cutting and grand opening of Greystone Pickleball Club is scheduled on Saturday, March 14, 2026. Additionally, Mr. Hagge reminded the TIFA Board of directors that the reason for the incentive grant was to help resolve the many soil and earth concerns that existed on the site well before development began.

Moved by Mr. Barash 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

Seconded by Mr. Goodhall

Yes: Kneffel, Ferro, Barash, Fletcher, Goodhall

No: None

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Hagge briefed the Board of Directors about the City Council-approved plan regarding downtown parking. The TIFA Board of Directors budgeted in FY2026 \$3,000,000 to contribute to the building of an extension on the existing parking structure. That is no longer the plan now. Instead, the plan moving forward is to spread that \$3,000,000 across multiple parking lots on the west and east portions of downtown Auburn Hills, as well as the center of downtown in the Primary Street parking lot. Mr. Hagge noted that a budget amendment or motion is not necessary since these funds have already been budgeted. The \$3,000,000 will still go toward downtown parking, just not in the form of a parking structure extension.

BOARD MEMBER COMMENTS

The Board inquired about which parking lots will be built instead of the parking structure extension. Additionally, Mr. Barash noted that he would prefer multi-story, mixed-use parking structures. Mr. Hagge advised that while the idea is good in theory it is not currently achievable due to costs associated with such a project.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, April 14, 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 Mr. Barash to adjourn the TIFA Board meeting.

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Barash, Fletcher, Ferro

No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 6:58 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Assistant to the City Manager



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

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

DATE: April 2, 2026

SUBJECT: FY 2026 Adopted Budget and YTD Summary – March 31, 2026

STATEMENT OF NET POSITION

<u>TIF-A</u>	<u>TIF-B</u>	<u>TIF-D</u>
• \$3.1 million cash	• \$13.1 million cash	• \$5.6 million cash
• \$1,112,372 million invested	• \$3.5 million invested	• \$0 invested
o \$628,526 – MiClass	o \$3.5 million – MiClass Edge	
o \$483,846 – MiClass Edge		

TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 47% of budgeted revenues have been received for TIF-A in fiscal year 2026.

Property Taxes:	\$629,503
Other Revenue:	\$24,185
Interest:	\$14,934
EV Charging Fees:	\$1,275
	<hr/>
	\$669,897
- Approximately 3% of budgeted expenditures have been utilized for fiscal year 2026.

TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 54% of budgeted revenues have been received for TIF-B in fiscal year 2026.

Property Taxes:	\$1,073,210
Interest:	\$58,954
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	\$1,132,164
- Approximately 6% of budgeted expenditures have been utilized for fiscal year 2026.

TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 28% of budgeted revenues have been received for TIF-D in fiscal year 2026.

Property Taxes:	\$229,256
Interest:	\$16,349
EV Charging Fees:	\$886
Event Sponsorships:	\$39,500
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	\$285,991
- Approximately 9% 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 March 31, 2026.

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 03/31/2026

YTD Balance

GL Number	Description	03/31/2026
Fund: 251 TIFA A		
*** Assets ***		
251-000-001.000	CASH	3,108,620.27
251-000-017.004	CASH - MICLASS	628,526.30
251-000-017.005	CASH - MICLASS EDGE	483,845.71
251-000-019.000	TAXES RECEIVABLE	932,755.17
251-000-040.000	ACCOUNTS RECEIVABLE	0.80
251-000-062.000	Lease Receivable	48,854.00
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	238,719.42
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)
Total Assets		26,650,329.63
*** Liabilities ***		
251-000-275.000	DUE TO TAXPAYERS	13,823.95
251-000-339.000	UNEARNED (DEFERRE) REVENUE	963,867.41
251-000-360.001	Deferred Inflow of Resources	48,854.00
Total Liabilities		1,026,545.36
*** Fund Equity ***		
251-000-390.000	FUND BALANCE	24,835,511.87
Total Fund Equity		24,835,511.87
Total Fund 251:		
TOTAL ASSETS		26,650,329.63
BEG. FUND BALANCE - 2025		24,835,511.87
+ NET OF REVENUES/EXPENDITURES - 2025		246,947.81
+ NET OF REVENUES & EXPENDITURES		541,324.59
= ENDING FUND BALANCE		25,623,784.27
+ LIABILITIES		1,026,545.36
= TOTAL LIABILITIES AND FUND BALANCE		26,650,329.63

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 03/31/2026

YTD Balance

GL Number	Description	03/31/2026
Fund: 252 TIFA B		
*** Assets ***		
252-000-001.000	CASH	13,167,451.06
252-000-017.004	CASH - MICCLASS	0.19
252-000-017.005	CASH - MICCLASS EDGE	3,506,983.45
252-000-019.000	TAXES RECEIVABLE	1,631,105.75
252-000-132.000	LAND IMPROVEMENTS	1,415,205.92
252-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,129,076.26)
252-000-158.000	CONSTRUCTION-IN-PROGRESS	352,456.78
252-000-159.000	MACHINERY & EQUIPMENT	64,200.00
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)
Total Assets		25,176,052.65
*** Liabilities ***		
252-000-275.000	DUE TO TAXPAYERS	(793.50)
252-000-339.000	UNEARNED (DEFERRE) REVENUE	1,751,565.07
Total Liabilities		1,750,771.57
*** Fund Equity ***		
252-000-390.000	FUND BALANCE	22,957,845.15
Total Fund Equity		22,957,845.15
Total Fund 252:		
TOTAL ASSETS		25,176,052.65
BEG. FUND BALANCE - 2025		22,957,845.15
+ NET OF REVENUES/EXPENDITURES - 2025		(390,132.00)
+ NET OF REVENUES & EXPENDITURES		857,567.93
= ENDING FUND BALANCE		23,425,281.08
+ LIABILITIES		1,750,771.57
= TOTAL LIABILITIES AND FUND BALANCE		25,176,052.65

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 03/31/2026

GL Number	Description	YTD Balance 03/31/2026
Fund: 253 TIFA D		
*** Assets ***		
253-000-001.000	CASH	5,608,649.34
253-000-017.004	CASH - MICLASS	1.33
253-000-019.000	TAXES RECEIVABLE	274,534.90
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	21,064,504.40
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	117,611.35
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)
Total Assets		26,791,358.98
*** Liabilities ***		
253-000-202.000	ACCOUNTS PAYABLE	6,900.00
253-000-275.000	DUE TO TAXPAYERS	(47,340.20)
253-000-339.000	UNEARNED (DEFERRE) REVENUE	290,033.77
Total Liabilities		249,593.57
*** Fund Equity ***		
253-000-390.000	FUND BALANCE	25,791,591.90
Total Fund Equity		25,791,591.90
Total Fund 253:		
TOTAL ASSETS		26,791,358.98
BEG. FUND BALANCE - 2025		25,791,591.90
+ NET OF REVENUES/EXPENDITURES - 2025		759,304.57
+ NET OF REVENUES & EXPENDITURES		(9,131.06)
= ENDING FUND BALANCE		26,541,765.41
+ LIABILITIES		249,593.57
= TOTAL LIABILITIES AND FUND BALANCE		26,791,358.98

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 03/31/2026

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

GL Number	Description	2026 Amended Budget	YTD Balance 03/31/2026	Activity For 03/31/2026	Available Balance 03/31/2026	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Revenues						
Department: 735 TIFA A						
20	PROPERTY TAXES	945,566.00	629,503.10	46,673.95	316,062.90	66.57
25	STATE SHARED REVENUE	192,335.00			192,335.00	0.00
35	CHARGES FOR SERVICES	300.00	1,275.32	227.42	(975.32)	425.11
28	INTEREST REVENUE	104,514.00	14,933.60		89,580.40	14.29
39	OTHER REVENUE	80,537.00	24,184.80	1,868.00	56,352.20	30.03
38	TRANSFERS FROM FUNDS	100,000.00			100,000.00	0.00
Total Dept 735 - TIFA A		1,423,252.00	669,896.82	48,769.37	753,355.18	47.07
Revenues		1,423,252.00	669,896.82	48,769.37	753,355.18	47.07
Account Category: Expenditures						
Department: 735 TIFA A						
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		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	426.69		9,573.31	4.27
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	3,700.50	3,700.50	1,299.50	74.01
251-735-810.000	INVESTMENT MANAGEMENT FEES	425.00	40.04	20.05	384.96	9.42
251-735-817.000	CONSULTANT SERVICES	5,000.00			5,000.00	0.00
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,231.00	237.80		993.20	19.32
251-735-851.000-THEDEN__3388	TELEPHONE	0.00	243.46		(243.46)	100.00
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	330.17	157.99	1,949.83	14.48
251-735-921.000-PKSTRUC_3381	ELECTRIC	35,000.00	9,610.48	4,975.82	25,389.52	27.46
251-735-921.000-THEDEN__3388	ELECTRIC	2,570.00	317.04	105.94	2,252.96	12.34
251-735-922.000	STREET LIGHTING	52,000.00	9,851.46	4,710.89	42,148.54	18.95
251-735-922.000-RIVERSD_3311	STREET LIGHTING	11,000.00	1,617.50	840.99	9,382.50	14.70
251-735-922.000-SKATEPRK_202	STREET LIGHTING	325.00	52.84	27.20	272.16	16.26
251-735-923.000-CHAMBER_3395	HEAT	2,000.00	614.93	302.97	1,385.07	30.75
251-735-923.000-PKSTRUC_3381	HEAT	250.00	44.67	22.82	205.33	17.87
251-735-923.000-THEDEN__3388	HEAT	2,000.00	632.92	330.35	1,367.08	31.65
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,600.00	279.70		1,320.30	17.48
251-735-924.000-THEDEN__3388	CABLE TV SERVICES	3,200.00	488.52		2,711.48	15.27
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	11.13		988.87	1.11
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,200.00	44.58	20.23	4,155.42	1.06
251-735-927.000-PKSTRUC_3381	WATER CONSUMPTION	730.00	19.46	9.73	710.54	2.67
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	22.81	5.84	1,077.19	2.07
251-735-929.000	IRRIGATION WATER AND MAINT.	45,000.00	1,953.40	991.62	43,046.60	4.34
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

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 03/31/2026

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

GL Number	Description	2026 Amended Budget	YTD Balance 03/31/2026	Activity For 03/31/2026	Available Balance 03/31/2026	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Expenditures						
Department: 735 TIFA A						
251-735-931.000-THEDEN__3388	BLDG. MAINTENANCE	2,000.00			2,000.00	0.00
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	150.28	150.28	849.72	15.03
251-735-957.002	LIABILITY INSURANCE	7,642.00	7,612.00		30.00	99.61
251-735-959.000	PROPERTY TAXES	2,000.00	(113.10)	(113.10)	2,113.10	5.66
251-735-967.100	SITE IMPROVEMENT GRANTS	200,000.00			200,000.00	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		4,163,411.00	128,572.23	16,260.12	4,034,838.77	3.09
Expenditures		4,163,411.00	128,572.23	16,260.12	4,034,838.77	3.09
Fund 251 - TIFA A:						
TOTAL REVENUES		1,423,252.00	669,896.82	48,769.37	753,355.18	47.07
TOTAL EXPENDITURES		4,163,411.00	128,572.23	16,260.12	4,034,838.77	3.09
NET OF REVENUES & EXPENDITURES:		(2,740,159.00)	541,324.59	32,509.25	(3,281,483.59)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 03/31/2026

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

GL Number	Description	2026 Amended Budget	YTD Balance 03/31/2026	Activity For 03/31/2026	Available Balance 03/31/2026	% Bdgt Used
Fund: 252 TIFA B						
Account Category: Revenues						
Department: 736 TIFA B						
20	PROPERTY TAXES	1,754,202.00	1,073,210.46	189,273.85	680,991.54	61.18
25	STATE SHARED REVENUE	81,340.00			81,340.00	0.00
28	INTEREST REVENUE	261,862.00	58,954.08		202,907.92	22.51
Total Dept 736 - TIFA B		2,097,404.00	1,132,164.54	189,273.85	965,239.46	53.98
Revenues		2,097,404.00	1,132,164.54	189,273.85	965,239.46	53.98
Account Category: Expenditures						
Department: 736 TIFA 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	856.38	428.78	5,843.62	12.78
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	1,760.48	912.44	10,739.52	14.08
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	80.78	40.75	39,919.22	0.20
252-736-957.000	MISC/CONTINGENCY	500.00			500.00	0.00
252-736-967.100	SITE IMPROVEMENT GRANTS	346,500.00	246,500.00	246,500.00	100,000.00	71.14
252-736-972.000	LAND AND IMPROVEMENTS	2,000,000.00			2,000,000.00	0.00
252-736-972.000-EXECUTIVESAD	LAND AND IMPROVEMENTS	154,019.22			154,019.22	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	25,398.97	8,519.32	361,223.03	6.57
Total Dept 736 - TIFA B		4,942,097.22	274,596.61	256,401.29	4,667,500.61	5.56
Expenditures		4,942,097.22	274,596.61	256,401.29	4,667,500.61	5.56
Fund 252 - TIFA B:						
TOTAL REVENUES		2,097,404.00	1,132,164.54	189,273.85	965,239.46	53.98
TOTAL EXPENDITURES		4,942,097.22	274,596.61	256,401.29	4,667,500.61	5.56
NET OF REVENUES & EXPENDITURES:		(2,844,693.22)	857,567.93	(67,127.44)	(3,702,261.15)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 03/31/2026

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

GL Number	Description	2026 Amended Budget	YTD Balance 03/31/2026	Activity For 03/31/2026	Available Balance 03/31/2026	% Bdg Used
Fund: 253 TIFA D						
Account Category: Revenues						
Department: 737 TIFA D						
20	PROPERTY TAXES	358,906.00	229,255.75	11,801.86	129,650.25	63.88
25	STATE SHARED REVENUE	587,927.00			587,927.00	0.00
35	CHARGES FOR SERVICES	500.00	885.89	201.17	(385.89)	177.18
28	INTEREST REVENUE	76,932.00	16,349.08		60,582.92	21.25
39	OTHER REVENUE	0.00	39,500.00	7,000.00	(39,500.00)	100.00
Total Dept 737 - TIFA D		1,024,265.00	285,990.72	19,003.03	738,274.28	27.92
Revenues		1,024,265.00	285,990.72	19,003.03	738,274.28	27.92
Account Category: Expenditures						
Department: 737 TIFA D						
253-737-703.000	WAGES - TEMPORARY & PART-TIME	24,000.00	6,876.09	2,494.00	17,123.91	28.65
253-737-715.000	SOCIAL SECURITY	1,836.00	526.02	190.79	1,309.98	28.65
253-737-720.000	PENSION DC	0.00	112.86	40.00	(112.86)	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	170.54	85.39	1,329.46	11.37
253-737-885.000	COMMUNITY RELATIONS	27,000.00	25,000.00	25,000.00	2,000.00	92.59
253-737-922.000	STREET LIGHTING	75,000.00	21,354.04	14,044.65	53,645.96	28.47
253-737-927.000	WATER CONSUMPTION	350.00			350.00	0.00
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	11.47	4.45	(11.47)	100.00
253-737-927.000-ADMBLDG_1827	WATER CONSUMPTION	6,000.00	367.30	127.99	5,632.70	6.12
253-737-927.000-FIREADM_3410	WATER CONSUMPTION	300.00	71.91	38.07	228.09	23.97
253-737-927.000-LIBRARY_3400	WATER CONSUMPTION	4,000.00	272.68	139.12	3,727.32	6.82
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	37.73	19.26	7,962.27	0.47
253-737-929.000	IRRIGATION WATER AND MAINT.	50,000.00			50,000.00	0.00
253-737-931.000-ADMBLDG_1827	BLDG. MAINTENANCE	275,000.00	18,149.84	6,367.31	256,850.16	6.60
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	47,008.00	13,622.25	1,152,992.00	3.92
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		(14.00)	105.19
253-737-972.000	LAND AND IMPROVEMENTS	988,616.10	156,129.30	56,463.47	832,486.80	15.79
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	18,750.00	18,750.00	(6,750.00)	156.25
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		3,375,040.10	295,121.78	137,386.75	3,079,918.32	8.74
Expenditures		3,375,040.10	295,121.78	137,386.75	3,079,918.32	8.74
Fund 253 - TIFA D:						
TOTAL REVENUES		1,024,265.00	285,990.72	19,003.03	738,274.28	27.92
TOTAL EXPENDITURES		3,375,040.10	295,121.78	137,386.75	3,079,918.32	8.74
NET OF REVENUES & EXPENDITURES:		(2,350,775.10)	(9,131.06)	(118,383.72)	(2,341,644.04)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 03/31/2026

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

GL Number	Description	2026 Amended Budget	YTD Balance 03/31/2026	Activity For 03/31/2026	Available Balance 03/31/2026	% Bdgt Used
Report Totals:						
	TOTAL REVENUES - ALL FUNDS	4,544,921.00	2,088,052.08	257,046.25	2,456,868.92	45.94
	TOTAL EXPENDITURES - ALL FUNDS	12,480,548.32	698,290.62	410,048.16	11,782,257.70	5.60
	NET OF REVENUES & EXPENDITURES:	<u>(7,935,627.32)</u>	<u>1,389,761.46</u>	<u>(153,001.91)</u>	<u>(9,325,388.78)</u>	



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

FROM: Andrew Hagge, Assistant to the City Manager, TIFA Executive Director; Jason Hefner, Manager of Fleet & Roads

DATE: April 2, 2026

SUBJECT: The Purchase of an Underground Storage Tank for the New Municipal Campus Fuel Island

INTRODUCTION AND HISTORY

Within the 2026 Capital Improvement Plan and TIFA budget is the design and construction of a new municipal campus fuel island. The project is being designed and built in two parts that run parallel to each other. The site work is lumped in with reconstruction of the Community Center and Library parking lots, a portion of Seyburn Drive, and the addition of a water main loop. That portion is currently designed and out to bid with a bid opening scheduled for April 16th at 10am and is projected to be presented at the May TIFA meeting. The second portion of the project is the fuel island itself, which will be a construction contract with Oscar W. Larson, the city’s A and B operator for our underground storage tanks. As an A and B operator, they are responsible for the fact that the City meets all of the State and Federal regulations for underground fuel storage tanks and pumps. Their construction scope is anticipated to be on the May TIFA meeting as well.

Because of a scheduling window for the tank construction, this is being presented as a stand-alone item. If the City cannot submit a deposit and secure the production schedule of the tank, this portion of the project may not be completed this calendar year. The tank is designed as a 10,000-gallon split-tank that will supply 6,000 gallons of Unleaded fuel and 4,000 gallons of diesel fuel to City owned vehicles. This price and contract are for the tank only and the construction portion is projected to be before you at the May meeting.

It should be noted that all materials and equipment (including the tank purchase) include a discount through Oscar W. Larson as they are under a Sourcwell contract. As a result, this purchase meets the requirements of the city’s existing purchasing policy.

STAFF RECOMMENDATION

Staff recommends approval of the underground storage tank proposal from Oscar W. Larson of Clarkston, MI in the amount of \$71,141.90 to be payable from account number 253-737-972.000.

An Appropriate Motion:

Move to approve the underground storage tank proposal from Oscar W. Larson of Clarkston, MI in the amount of \$71,141.90 to be payable from account number 253-737-972.000.

EXHIBITS

Exhibit 1 – Tank Proposal

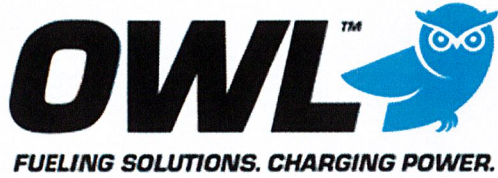


SERVING THE MIDWEST FOR OVER 75 YEARS!



PROJECT PROPOSAL

ENERGY MANAGEMENT
[WWW . OWLSERVICES . COM](http://WWW.OWLSERVICES.COM)



CORPORATE OFFICE: 10100 DIXIE HIGHWAY, CLARKSTON, MI 48348
PH: (248) 620-0070 · FAX: (248) 620-0072

To: City of Auburn Hills Main Campus
3350 E. Seyburn Dr.
Auburn Hills, MI 48326

Date: March 11, 2026
Phone: 248 520-1164
Fax:

Attention: Jason Hefner

Email: jhefner@auburnhills.org

Special Notice: Due to recent volatility in the availability and market prices of fuels, raw materials, equipment, tooling, labor and other operating costs, OWL reserves the right to update and amend this quotation (including pricing and completion date) prior to entering into a definitive agreement and performing the services described herein.

Conditions:
1. This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of signed proposal. If such cost increases are unacceptable to the customer, the customer may elect to cancel order under terms of the Master Service Agreement.
2. This proposal and the Master Service Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10(B)(1).
3. Contract documents incorporated by references as though fully stated herein.

Special Terms 25% upon acceptance of proposal, with progress billings throughout the project. Balance due prior to startup. (Based on Approved Credit).

SCOPE: Provide one Split 6K/4K, 8FT Double Wall Fuel Tank.

- Provide (1) One 10,000 UST Double Wall Fuel Tank.
- Two 22" Manway.
- Two 42" Diameter Collars.
- Two 42" Diameter x 36" Flat Sided Risers with 30" Watertight Lids.
- Price is based on supplying the tank only. (Installation is not included).

TOTAL: \$71,141.90

NOTES:

- Price is based on supplying the tank only. (No Installation)
- Price for installation to be quoted once Engineering drawing for the canopy is agreed on.
- Price does not include repairs to existing equipment not outlined in scope of work.
- All OWL Service normal terms and conditions apply.

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Environmental Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Environmental Services Agreement.

A surcharge of 3% of the invoice total will be added for payments made with a credit card.

Company Name

By: _____

Its: _____

Shawn Adamski, Project Manager

The Oscar W. Larson Company, dba OWL Services, USA

By: _____

Its: **Charles A. Burns, President**

Date: _____

MASTER SERVICES AGREEMENT

OWL MSA Page 1 of 3

This Master Services Agreement ("Agreement") is made and entered into this _____ day of _____ 20 _____ by and between The Oscar W. Larson Company, dba OWL Services, USA with an address at 10100 Dixie Hwy., Clarkston, Michigan 48348 and _____, with an address at _____, (hereinafter referred to as "Client") (hereinafter collectively referred to as the parties").

In consideration of the covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the parties as follows:

1. Services. The specific services ("Services") to be performed by The Oscar W. Larson Company, dba OWL Services, USA or its affiliates on behalf of Client shall be described and authorized from time to time by a fully executed and approved proposal or work order in substantially the form attached to this Agreement as Exhibit A ("Proposal"). The Services may be performed by The Oscar W. Larson Company, dba OWL Services, USA or any of its affiliated entities. Each Proposal shall constitute a separate and individual undertaking and shall define an individual project. All Services authorized by Proposals referencing this Agreement shall be subject to the terms of this Agreement except as otherwise modified in writing by mutual consent of the Parties.

2. Inconsistent Terms and Forms. It is mutually agreed that all terms, conditions, and provisions, of any nature whatsoever, contained within Client's acceptance, purchase order or other communications, except the description and specification of goods ordered, quality, price, invoice number, shipping instructions and tax exemption certificate, shall be ineffective. Any acknowledgment of or acquiescence to any such terms, conditions, and provisions, of any nature whatsoever, by The Oscar W. Larson Company, dba OWL Services, USA shall not in any way be construed as an acceptance or approval of such terms.

3. Estimate of Costs. Any estimates or opinions made by The Oscar W. Larson Company, dba OWL Services, USA of costs in Proposals are made on the basis of The Oscar W. Larson Company, dba OWL Services, USA's judgment as an experienced and qualified contractor. However, Client acknowledges and agrees that The Oscar W. Larson Company, dba OWL Services, USA cannot and does not guarantee that total costs will not vary from opinions of probable cost prepared by The Oscar W. Larson Company, dba OWL Services, USA. Subject to the exceptions stated herein, if during the course of performing Services outlined in an approved Proposal, The Oscar W. Larson Company, dba OWL Services, USA reasonably determines that either the scope of the Services, the cost of Services, or the cost of goods and component parts have increased beyond what is commercially reasonable under the circumstances, or have changed due to unknown or undisclosed conditions (including an increase in the cost of raw materials or components due to changes in import tariffs or duties), The Oscar W. Larson Company, dba OWL Services, USA shall so notify the Client and provide the Client with a new Proposal for approval. Until the Client is so notified and approves the Proposal, The Oscar W. Larson Company, dba OWL Services, USA shall have the right to suspend the performance of the Services at issue and continue to perform any and all other Services not affected by the proposed changes. If the Client does not approve the scope of Services change and charges, either Party shall have the right to terminate this Agreement upon five days' advance written notice, at which time all outstanding invoices for Services provided to Client shall become due and payable. Further, and notwithstanding anything herein to the contrary, the pricing set forth in any Proposal for ongoing Services (i.e., not project-based or fixed term) shall only be valid for a period of six months from the date the Proposal is accepted (or the date after the last price increase, whichever is later), and any time after such six-month period, The Oscar W. Larson Company, dba OWL Services, USA may notify the Client and provide the Client with a new Proposal for approval. Until the Client is so notified and approves the Proposal, The Oscar W. Larson Company, dba OWL Services, USA shall have the right to suspend the performance of the Services at issue and continue to perform any and all other Services not affected by the proposed changes. If the Client does not approve the scope of Services change and charges, either Party shall have the right to terminate this Agreement upon five days' advance written notice, at which time all outstanding invoices for Services provided to Client shall become due and payable.

4. Billing and Payment. Unless provided for in a separate financing agreement, or under Special Terms in the Proposal, Client will be invoiced monthly for work performed during such month pursuant to approved Proposals. Client is responsible for payment of The Oscar W. Larson Company, dba OWL Services, USA's invoices within 30 days of the invoice date. Client further agrees to pay a time price differential on all amounts invoiced and not paid or objected to for valid cause within the 30-day period at the rate of 1.5% of the outstanding balance compounded monthly until paid in full. In addition, Client shall be liable to The Oscar W. Larson Company, dba OWL Services, USA for all costs incurred by The Oscar W. Larson Company, dba OWL Services, USA in efforts to collect overdue payments from Client, including actual attorney fees and court costs.

5. Security Interest and Construction Liens. Until The Oscar W. Larson Company, dba OWL Services, USA is paid in full for all of the Services rendered pursuant to this Agreement, Client grants to The Oscar W. Larson Company, dba OWL Services, USA a purchase money security interest in all equipment, merchandise, or fixtures sold, delivered or installed pursuant to this Agreement or any Proposal under this agreement. Client agrees to execute all documents necessary to perfect said security interest. In advance of the commencement of the Services, Client agrees to prepare, record and provide to The Oscar W. Larson Company, dba OWL Services, USA a notice of commencement, as that term is defined in the Michigan Construction Lien Act, MCL 570.1101 et seq., for the project site. If a claim of construction lien is filed by The Oscar W. Larson Company, dba OWL Services, USA, Client understands and authorizes The Oscar W. Larson Company, dba OWL Services, USA to charge an 18% fee on the Services to the lien amount.

6. Limitation on Scope of Service. Client agrees that unless expressly provided for in an approved Proposal, The Oscar W. Larson Company, dba OWL Services, USA has had no role in generating, treating, storing, transporting, disposing or arranging for disposal of hazardous or toxic substances, pollutants, waste or contaminants (hereinafter "Waste Materials") as such terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, being 42 USC 9601 et seq., and/or Parts 111, 201, 211, and 213 of the Natural Resources and Environmental Protection Act, being MCL 324.11101, et seq., MCL 324.20101 et seq., MCL 324.21101 et seq., and MCL 324.21301 et seq., which may be present at the project site and The Oscar W. Larson Company, dba OWL Services, USA has not benefited from the processes that produced such Waste Materials. Client agrees that unless expressly provided for in a Proposal pursuant to this Agreement it has selected any treatment storage or disposal facility to which waste materials may be removed under this Agreement or any Proposal under this Agreement and that The Oscar W. Larson Company, dba OWL Services, USA has not arranged for or contracted for such selection. Any Waste Materials encountered by or associated with Services provided by The Oscar W. Larson Company, dba OWL Services, USA on the project site shall at no time be or become the property of The Oscar W. Larson Company, dba OWL Services, USA. In addition, Client expressly agrees that The Oscar W. Larson Company, dba OWL Services, USA is not an "operator", as defined by CERCLA and/or Parts 201, 211 and 213 of NREPA, of the project site or facility where The Oscar W. Larson Company, dba OWL Services, USA is performing the Services. Client agrees that The Oscar W. Larson Company, dba OWL Services, USA is a Response Activity Contractor and that this Agreement and any Proposals pursuant to this Agreement are Response Activity Contracts as these terms are defined by MCL 324.20128(5)(a).

7. Site Access and Control. Client grants a right of entry to the project site to The Oscar W. Larson Company, dba OWL Services, USA, its employees, agents and subcontractors to perform the Services. If Client does not own the project site, Client warrants and represents to The Oscar W. Larson Company, dba OWL Services, USA that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry. If, as a requirement of performing the Services, The Oscar W. Larson Company, dba OWL Services, USA or its subcontractors damage or alter property owned by a third party, Client agrees to pay the cost of restoring the property to its condition prior to the performance of the Services. By execution of this Agreement, Client acknowledges that it is now and shall remain in control of the project site at all times.

8. Indemnification. Client shall indemnify and hold harmless and defend The Oscar W. Larson Company, dba OWL Services, USA and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorneys fees, which any or all of them may incur, be responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any property, contamination or adverse effects on the environmental arising out of or which are connected with: (a) a release of Waste Materials not due to the negligent omission, conduct, and/or willful misconduct of The Oscar W. Larson Company, dba OWL Services, USA; (b) any negligent omission, conduct, and/or willful misconduct of Client or Client's employees, agents, or subcontractors; or (c) Client's breach of this Agreement.

Where goods or equipment are manufactured on behalf of Client by or at the direction of The Oscar W. Larson Company, dba OWL Services, USA in accordance with Client's designs, blueprints, drawings, samples or specifications, Client shall indemnify, hold harmless and defend The Oscar W. Larson Company, dba OWL Services, USA and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or pay out as a result of or arising out of claims of patent, trademark, or service mark infringement resulting from the manufacture, use or sale of such goods or equipment.

9. Liability for Conduct of Subcontractors. The Oscar W. Larson Company, dba OWL Services, USA shall hold harmless and defend the Client, its shareholders, directors, officers, employees and agents from and against any and all losses, resulting from bodily injury, property damage or environmental damage caused by pollution conditions, as defined by The Oscar W. Larson Company, dba OWL Services, USA's Pollution Liability Insurance Policy, arising from operations as listed on the "Operations Addendum" of such policy, performed by subcontractors of The Oscar W. Larson Company, dba OWL Services, USA or their respective employees, agents servants and representatives.

10. Limitation of Liability. The Oscar W. Larson Company, dba OWL Services, USA shall not be responsible for any special, incidental, indirect or consequential damages for any claim arising out of this Agreement, the Services contemplated under this agreement, or any Proposal pursuant to this Agreement, including loss incurred by Client as a result of The Oscar W. Larson Company, dba OWL Services, USA's nonperformance of the Services. Any claim of any nature whatsoever shall be deemed waived unless made by Client in writing and received by The Oscar W. Larson Company, dba OWL Services, USA within one year after completion of the Services with respect to which the claim is made.

11. Risk of Loss. The Oscar W. Larson Company, dba OWL Services, USA shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by The Oscar W Larson Company. Delivery dates are subject to availability of equipment or merchandise at the time specified for delivery. The Oscar W. Larson Company, dba OWL Services, USA shall have no liability of any nature whatsoever for delays caused by unavailability of equipment or merchandise caused by strikes, fire, riots, acts of God, or any other event of any nature whatsoever that is beyond the reasonable control of The Oscar W. Larson Company, dba OWL Services, USA.

12. Disclaimer of Warranties. Unless provided for in an approved Proposal, and other than those provided by the manufacturers of materials furnished in connection with the Services, there are no warranties, either express or implied, which are not expressly contained within this Agreement. Particularly, there are **NO WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** regarding any of the Services, goods, or equipment sold pursuant to this Agreement.

13. Utilities and Subterranean Structures. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, drinking wells, junk fill, rock, rock-like strata, old foundations, frost, water pipes, drains, and sewer lines within the property lines of the project site and which are not identified by "Miss Dig" Utility Marking Services. If such conditions are encountered during performance of the Services, Client agrees to bear the cost of additional excavation, disposal, and appropriate fill material on a time and materials basis. Client agrees to waive any claim against The Oscar W. Larson Company, dba OWL Services, USA and to defend, indemnify and hold The Oscar W. Larson Company, dba OWL Services, USA harmless from any and all claims, damages, losses, liabilities and expenses, including actual attorneys fees, arising out of or resulting from any damage to utilities or subterranean structures caused by The Oscar W. Larson Company, dba OWL Services, USA or its subcontractors that were not correctly identified by "Miss Dig" and/or Client within the property lines of the project site.

14. Weather Conditions. Client acknowledges that weather conditions may affect both the cost and completion date of the Services, and Client agrees to bear any costs incurred by The Oscar W. Larson Company, dba OWL Services, USA caused by any such delay on a time and materials basis. Client further acknowledges that new concrete may be adversely impacted by cold weather, and there are not warranties whatsoever, express or implied, regarding concrete that is laid during cold or winter weather.

15. Underground Storage Tank Removals and Installations. Client agrees that all underground storage tanks to be removed shall be emptied by Client unless provided for in an approved Proposal; otherwise, residual liquid, sludge and inert materials will be placed in storage containers by The Oscar W. Larson Company, dba OWL Services, USA or its subcontractors and left on the project site for Client's disposal. Client agrees to bear the cost of such removal and storage containers on a time and materials basis.

16. Soil Removal and Disposal. All disposal cost estimates and invoices for contaminated soil removal and disposal shall be based on "loose", trucked yardage not "tight", in-place yardage and determined by landfill manifests. Client agrees that it will bear the cost of any characterization testing required for landfill approval.

17. Site Assessment and Closure Sampling. Client acknowledges that Site Assessment and Closure Sampling cost estimates assume that there has been no "release" at the project site and that if a "release" is encountered or if there are indicia that the project site is a "facility", as those terms are defined in parts 201, 211, and 213 of NREPA, there will be additional costs for sampling, excavation and soil disposal. Unless otherwise specified in a Proposal signed by the Client, the Client agrees to bear such increased costs on a cost plus 15% basis.

18. Environmental Consultant. If there has been a “release” or if there are indicia that the project site is a “facility”, as those terms are defined in parts 201, 211, and 213 of NREPA, the Client may retain a consulting firm qualified pursuant to MCL 324.21542; otherwise, the Client agrees to bear the cost plus 15% of the Services of such an environmental consultant retained as a subcontractor of The Oscar W. Larson Company, dba OWL Services, USA.

19. Regulatory Reporting. The Client acknowledges and agrees that preparation and filing of all UST registration forms, notices of UST removal, amended registration forms, and release reports as may be required by parts 201, 211, and 213 of NREPA, the rules promulgated thereunder, or any other reporting required by any other state or federal law, rule or regulation is solely the responsibility of Client, and, unless otherwise provided for in an approved Proposal, The Oscar W. Larson Company, dba OWL Services, USA shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement.

20. Termination. If Client fails to make payments to The Oscar W. Larson Company, dba OWL Services, USA for the Services, The Oscar W. Larson Company, dba OWL Services, USA may, upon 14 days written notice to Client, suspend performance of Services under this Agreement. In the event of suspension of Services, The Oscar W. Larson Company, dba OWL Services, USA shall have no liability to Client for delays and/or damages incurred by Client because of such suspension of Services.

21. Legal Proceedings. Client shall be responsible for and pay The Oscar W. Larson Company, dba OWL Services, USA at its prevailing rates for all time spent by The Oscar W. Larson Company, dba OWL Services, USA employees in connection with any court, administrative or other legal proceedings with a third party, arising from or relating to the Services provided under this Agreement.

22. Independent Contractor. The Oscar W. Larson Company, dba OWL Services, USA shall have the role of an independent contractor, not that of an agent or employee of Client. The Oscar W. Larson Company, dba OWL Services, USA shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

23. Assignment. This Agreement shall not be assigned or transferred by Client or The Oscar W. Larson Company, dba OWL Services, USA without the prior written consent of the other Party, and if either Party assigns or transfers this Agreement, the other Party shall have the option to terminate this Agreement without any liability to either Party, provided, however, that: (a) The Oscar W. Larson Company, dba OWL Services, USA shall be entitled to: (i) assign or transfer this Agreement to any of its affiliates; and (ii) payment for Services performed and costs advanced prior to such termination; and (b) either Party may assign or transfer this Agreement without the prior written consent of the other Party in connection with a change of control transaction in which more than 50% of the voting ownership interests of such Party are directly or indirectly transferred or sold or such Party sells substantially all its assets to a third party.

24. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their respective heirs, legal representatives, successors and assigns. The Parties agree that this Agreement was mutually drafted and that no presumption relating to authorship shall be drawn when construing this Agreement. The captions in this Agreement are for reference purposes and are of no substantive force whatsoever. The laws of the State of Michigan shall govern the validity, performance and enforcement of the Agreement. With the exception of the documents expressly incorporated by reference herein, this Agreement contains the entire Agreement between the Parties and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral, between the Parties. No subsequent agreements, contracts, promises or representations shall be binding or effective between the Parties, unless set forth in writing and signed by the Parties. A forbearance or failure or delay by either of the Parties to exercise any right, power or remedy provided in this Agreement shall not be deemed to be a waiver of such rights, power or remedy.

25. Authority to Execute. Both Parties signing this Agreement represent and warrant that their execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and other action, and is valid and binding upon such Parties.

26. Other Documents. Each of the Parties agrees that they shall, from time to time, upon the reasonable request of the other Party, execute and deliver such additional documents and take other actions as may be reasonably required to effectively carry out the terms of this Agreement.

The Parties below have read and understand this Agreement and have executed this Agreement by their duly authorized agents as of the day and year first above written.

**THE OSCAR W. LARSON COMPANY,
dba OWL SERVICES, USA**

COMPANY/CLIENT NAME

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date