



BOARD OF DIRECTORS MEETING

March 12, 2024

4:00 P.M.

Auburn Hills City Hall, City Council 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) Joint TIFA & DDA Meeting Minutes – February 13, 2024
- b) TIFA Regular Meeting Minutes – February 13, 2024

4) CORRESPONDENCE & 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 2024 Adopted Budget and YTD Summary – February 29, 2024
- b) Receive and File the 2023 TIFA Annual Report

6) UNFINISHED BUSINESS

7) NEW BUSINESS

- a) Request to Approve Development Incentive Grant to Greystone Pickleball Club, LLC
- b) Replacement of Playground Equipment at River Woods Park

8) EXECUTIVE DIRECTOR REPORT

9) BOARD MEMBER COMMENTS

10) ADJOURNMENT

Next Meeting is Scheduled for April 9, 2024 at 4:00 p.m.



“Not Yet Approved”

CITY OF AUBURN HILLS
JOINT MEETING OF THE DOWNTOWN DEVELOPMENT AUTHORITY
AND THE TAX INCREMENT FINANCE AUTHORITY

February 13, 2024

LOCATION: Public Safety Community Room
1899 North Squirrel Road

DDA: Chairperson Young, Mayor Marzolf, Gliniecki, Wayne, Bachan

TIFA: Chairman Kneffel, Goodhall, Eldredge, Gudmundsen, Fletcher

STAFF: Brandon Skopek, Assistant City Manager; Andrew Hagge, Assistant to the City Manager; Eveonne Roberts, Downtown Engagement Specialist; Steve Cohen, Community Development Director; Devin Lang, Assistant to the Director of Community Development; Tim Juidici, Civil Engineer; Thomas Tanghe, City Manager

GUESTS: David Rich & David Burr, Rich & Associates

1. Call to Order

Mr. Kneffel called the meeting to order at 4:02 p.m.

2. Persons Wanting to be Heard

None.

3. Welcome and introduction by Brandon Skopek, Assistant City Manager, TIFA Executive Director

Mr. Skopek thanked everyone for attending the joint meeting this evening to listen to the downtown parking study conducted by Rich & Associates. Mr. Skopek introduced David Rich and David Burr from Rich & Associates to begin the presentation.

4. Downtown Parking Study Presentation of Results & Recommendations – Rich & Associates

Mr. Burr, Parking Planning Director at Rich & Associates, presented the downtown Auburn Hills parking study to both the DDA and TIFA Boards. The parking study evaluated both the demand and supply of the downtown parking options as it stands today as well as projecting out the demand and supply of downtown parking for each of the following years until 2028. Parking data was gathered during the Summer of 2023. Each of the future projected years takes into account different developments within the downtown coming online. The future, projected years take into account the added parking demand that will exist when developments like The Brunswick, Primary Place, and The Webster are completed, as well as how the parking demand and supply is impacted by the completion of the parking garage extension, which is scheduled to be complete during the Fall of 2027.

The downtown parking study included information on the specific types of parking that is available in downtown Auburn Hills. For example, the presentation included figures on the private parking supply, the public parking supply, and the residential parking supply. Additionally, the parking study presentation included recommendations from the consultant.

5. Board Member Comments

6. Adjournment

The Joint TIFA & DDA meeting adjourned at 5:18 PM.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 4, 2024

AGENDA ITEM NO _____

TAX INCREMENT FINANCE AUTHORITY

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

February 13, 2024

CALL TO ORDER: Chairman Kneffel called the meeting to order at 5:25 PM.

ROLL CALL: Present: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher
Absent: Waltenspiel, Moniz
Also Present: Brandon Skopek, Assistant City Manager. TIFA Executive Director; Andrew Hagge, Assistant to the City Manager; Thomas Tanghe, City Manager; Steve Cohen, Director of Community Development; Devin Lang, Assistant to the Director of Community Development/Construction Coordinator; Tim Wisser, Manager of Municipal Properties; Tim Juidici, OHM Advisors
Guests: None

LOCATION: Public Safety Community Room, 1899 N. Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

Mr. Skopek advised the Board of the additional item in new business.

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes – January 9, 2024

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 9, 2024, as presented.

Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher
No: none

CORRESPONDENCE & PRESENTATIONS

None.

CONSENT AGENDA

A. FY 2024 Adopted Budget and YTD Summary – January 31, 2024

RESOLVED: To receive and file the financial report for the period ending January 31, 2024

Moved by Dr. Eldredge to approve the Consent Agenda.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher
 No: none

Motion carried

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. Downtown Decorative Streetlight Replacements

Mr. Wisser presented the agenda item related to the purchase of downtown decorative streetlight replacements. Mr. Wisser noted to the Board that there currently is money budgeted for this streetlight replacement project, however Mr. Wisser is asking for an amendment to that budget in the amount of \$40,000. Additionally, Mr. Wisser explained that this replacement project would include the removal of the current intelligent streetlights. The intelligent streetlights include both a light and speaker component. The intelligent streetlights are being removed, as Mr. Wisser explained, because the light component is obsolete and staff believes there is a better option out there to replace the speaker component.

Moved by Mr. Gudmundsen to approve the purchase of 108 Amerlux Decorative light heads from Graybar Electric, Inc. utilizing MiDeal contract pricing in an amount not to exceed \$160,326.48. Furthermore, authorize a budget amendment to increase appropriations in the 2024 TIF-A budget by \$40,000 in support of this purchase.

Seconded by Dr. Eldredge

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher
 No: None

Motion Carried

B. Request to Approve Development Incentive Grant to Hyde Associates, LLC

Mr. Skopek presented the agenda item related to the development incentive grant to Hyde Associates, LLC. Mr. Skopek provided an update to the Board regarding the progress of The Webster development. Furthermore, Mr. Skopek relayed to the Board all the unforeseen challenges that have arose throughout the demolition and construction process, which included, soil conditions requiring enhanced footings and required modifications to neighboring buildings to the east and west at the expense of Hyde Associates. The total unforeseen costs approximate to \$500,000, and Mr. Skopek recommended a development incentive grant in the amount of \$150,000.

Moved by Dr. Fletcher to adopt the attached resolution providing a grant to Hyde Associates, LLC in the amount of \$150,000 and paid in accordance with the provisions contained herein; and authorize the Chairman and Executive Director to sign the Resolution on behalf of the Board.

Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher
 No: None

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Hagge explained to the Board that the liquor license deficiencies, called out by the Michigan Liquor Control Commission, have been resolved. Additionally, Mr. Tanghe shared with the Board that a potential entertainment value is considering moving into Auburn Hills, and specifically within TIFA district B. Mr. Tanghe explained that the TIFA Board has the ability to provide economic development incentives to the potential entertainment venue, assuming they choose to move to Auburn Hills.

BOARD MEMBER COMMENTS

None.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, March 12, 2024 at 4:00 p.m. in the Administrative Conference Room in City Hall at, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT

Moved by Mr. Goodhall to adjourn the TIFA Board meeting.

Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher

No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 5:44 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: Brandon Skopek, Assistant City Manager, TIFA Executive Director

DATE: March 4, 2024

SUBJECT: FY 2024 Adopted Budget and YTD Summary – February 29, 2024

STATEMENT OF NET POSITION

- TIF-A Cash \$2.7 million
- \$1.3 million invested TIF-A
 - \$446,296 – Investment Pooling
 - \$293,529 – Insight
 - \$567,682– MiClass
- TIF-B Cash \$4.2 million
- \$11.2 million invested in TIF-B
 - \$8.1 million – Insight
 - \$3.1 million – MiClass
- TIF-D Cash \$2.8 million
- \$1.4 million invested in TIF-D
 - \$1.4 million – Insight
 - \$536 - MiClass

TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 50% of budgeted revenues have been received for TIF-A in fiscal year 2024.

Property Taxes:	\$756,266
Building Rental:	\$20,941
Interest:	\$8,386
EV Charging Fees:	\$358
	\$785,951
- Approximately 2% of budgeted expenditures have been utilized for fiscal year 2024.

TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 55% of budgeted revenues have been received for TIF-B in fiscal year 2024.

Property Taxes:	\$1,049,002
Interest:	\$35,950
	\$1,084,952
- Approximately 1% of budgeted expenditures have been utilized for fiscal year 2024.

TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 18% of budgeted revenues have been received for TIF-D in fiscal year 2024.

Property Taxes:	\$186,131
Interest:	\$12,552
EV Charging Fees:	\$78
	\$198,761
- Approximately 5% of budgeted expenditures have been utilized for fiscal year 2024.

An appropriate motion is:

Move to receive and file the TIFA Financial Report for period ending February 29, 2024

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/29/2024

GL Number	Description	YTD Balance 02/29/2024
Fund: 251 TIFA A		
*** Assets ***		
251-000-001.000	CASH	2,757,892.60
251-000-017.000	CASH - INVESTMENT POOLING	446,296.38
251-000-017.002	INVESTMENT MANAGER - CUTWATER	293,528.52
251-000-017.004	CASH - MICLASS	567,681.63
251-000-062.000	Lease Receivable	172,371.00
251-000-072.000	DUE FROM COUNTIES	510.15
251-000-084.703	DUE FROM TRUST AND AGENCY	(510.15)
251-000-130.000	LAND	6,120,355.86
251-000-132.000	LAND IMPROVEMENTS	5,170,325.27
251-000-133.000	ACCUM DEPREC-LAND & IMPROV	(2,242,635.19)
251-000-136.000	BLDGS, BLDG ADDITIONS AND	6,409,122.17
251-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(1,461,254.64)
251-000-146.000	OFFICE EQUIPMENT AND FURN	164,753.78
251-000-147.000	ACC. DEPR. - OFFICE EQUIP	(164,754.07)
251-000-158.000	CONSTRUCTION-IN-PROGRESS	15,000.26
251-000-159.000	MACHINERY & EQUIPMENT	167,877.38
251-000-160.000	ACCUM DEPREC-MACH & EQUIP	(89,156.33)
251-000-163.000	ROADS & INFRASTRUCTURE	17,713,486.23
251-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(9,202,137.80)
Total Assets		26,838,753.05
*** Liabilities ***		
251-000-211.000	RETAINAGE PAYABLE	0.01
251-000-275.000	DUE TO TAXPAYERS	665.88
251-000-360.001	Deferred Inflow of Resources	172,371.00
Total Liabilities		173,036.89
*** Fund Equity ***		
251-000-390.000	FUND BALANCE	25,656,500.25
Total Fund Equity		25,656,500.25
Total Fund 251:		
TOTAL ASSETS		26,838,753.05
BEG. FUND BALANCE - 2023		25,656,500.25
+ NET OF REVENUES/EXPENDITURES - 2023		259,346.89
+ NET OF REVENUES & EXPENDITURES		749,869.02
= ENDING FUND BALANCE		26,665,716.16
+ LIABILITIES		173,036.89
= TOTAL LIABILITIES AND FUND BALANCE		26,838,753.05

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/29/2024

GL Number	Description	YTD Balance 02/29/2024
Fund: 252 TIFA B		
*** Assets ***		
252-000-001.000	CASH	4,274,157.20
252-000-017.002	INVESTMENT MANAGER - CUTWATER	8,155,741.52
252-000-017.004	CASH - MICLASS	75.54
252-000-017.005	CASH - MICLASS EDGE	3,163,879.02
252-000-132.000	LAND IMPROVEMENTS	1,415,205.92
252-000-133.000	ACCUM DEPREC-LAND & IMPROV	(987,566.76)
252-000-159.000	MACHINERY & EQUIPMENT	34,200.00
252-000-160.000	ACCUM DEPREC-MACH & EQUIP	(6,840.00)
252-000-163.000	ROADS & INFRASTRUCTURE	9,772,855.05
252-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(3,033,858.03)
Total Assets		22,787,849.46
*** Liabilities ***		
252-000-275.000	DUE TO TAXPAYERS	15.12
Total Liabilities		15.12
*** Fund Equity ***		
252-000-390.000	FUND BALANCE	19,538,195.65
Total Fund Equity		19,538,195.65
Total Fund 252:		
TOTAL ASSETS		22,787,849.46
BEG. FUND BALANCE - 2023		19,538,195.65
+ NET OF REVENUES/EXPENDITURES - 2023		2,179,340.79
+ NET OF REVENUES & EXPENDITURES		1,070,297.90
= ENDING FUND BALANCE		22,787,834.34
+ LIABILITIES		15.12
= TOTAL LIABILITIES AND FUND BALANCE		22,787,849.46

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/29/2024

GL Number	Description	YTD Balance 02/29/2024
Fund: 253 TIFA D		
*** Assets ***		
253-000-001.000	CASH	2,805,082.28
253-000-017.002	INVESTMENT MANAGER - CUTWATER	1,406,697.83
253-000-017.004	CASH - MICCLASS	536.27
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	(1,295,202.07)
253-000-136.000	BLDGS, BLDG ADDITIONS AND	20,418,257.57
253-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(9,424,695.97)
253-000-146.000	OFFICE EQUIPMENT AND FURN	25,794.03
253-000-147.000	ACC. DEPR. - OFFICE EQUIP	(5,158.13)
253-000-158.000	CONSTRUCTION-IN-PROGRESS	170,403.43
253-000-159.000	MACHINERY & EQUIPMENT	42,919.48
253-000-160.000	ACCUM DEPREC-MACH & EQUIP	(34,852.93)
253-000-163.000	ROADS & INFRASTRUCTURE	8,984,067.60
253-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(2,530,353.23)
Total Assets		26,307,670.03
*** Liabilities ***		
253-000-275.000	DUE TO TAXPAYERS	18,625.00
Total Liabilities		18,625.00
*** Fund Equity ***		
253-000-390.000	FUND BALANCE	25,391,499.20
Total Fund Equity		25,391,499.20
Total Fund 253:		
TOTAL ASSETS		26,307,670.03
BEG. FUND BALANCE - 2023		25,391,499.20
+ NET OF REVENUES/EXPENDITURES - 2023		723,151.94
+ NET OF REVENUES & EXPENDITURES		174,393.89
= ENDING FUND BALANCE		26,289,045.03
+ LIABILITIES		18,625.00
= TOTAL LIABILITIES AND FUND BALANCE		26,307,670.03

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/29/2024

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

GL Number	Description	2024 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Revenues						
Department: 735 TIFA A						
251-735-402.000	AD VALOREM	1,235,218.00	756,266.35	401,848.31	478,951.65	61.23
251-735-412.000	DELINQUENT PERSONAL PROPERTY	5,500.00	0.00	0.00	5,500.00	0.00
251-735-414.000	MTT YE ACCRUAL	(19,816.00)	0.00	0.00	(19,816.00)	0.00
251-735-573.000	LOCAL COMMUNITY STABILIZATION SHARE	237,451.00	0.00	0.00	237,451.00	0.00
251-735-651.400	U&A FEES - ELECTRIC VEHICLE CHARGING	300.00	357.53	0.00	(57.53)	119.18
251-735-665.000	INTEREST REVENUE	58,287.00	7,140.30	0.00	51,146.70	12.25
251-735-667.000-CHAMBER_3395	BUILDING RENTAL - EXTERNAL	21,069.00	3,454.00	1,727.00	17,615.00	16.39
251-735-667.000-PKSTRUC_3381	BUILDING RENTAL - EXTERNAL	40,609.00	17,487.36	0.00	23,121.64	43.06
251-735-669.001	INTEREST REV EXT MANAGERS	0.00	1,246.00	0.00	(1,246.00)	100.00
Total Dept 735 - TIFA A		1,578,618.00	785,951.54	403,575.31	792,666.46	49.79
Revenues		1,578,618.00	785,951.54	403,575.31	792,666.46	49.79
Account Category: Expenditures						
Department: 735 TIFA A						
251-735-722.000	WORKERS COMPENSATION	0.00	46.22	23.11	(46.22)	100.00
251-735-729.000	PRINTING	1,500.00	0.00	0.00	1,500.00	0.00
251-735-730.000	POSTAGE	250.00	17.85	0.00	232.15	7.14
251-735-757.000-THEDEN__3388	OPERATING SUPPLIES	500.00	0.00	0.00	500.00	0.00
251-735-800.199	LANDSCAPE/GEN MAINT	136,200.00	343.35	0.00	135,856.65	0.25
251-735-802.000-CHAMBER_3395	CONTRACTED SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
251-735-802.000-THEDEN__3388	CONTRACTED SERVICES	8,000.00	0.00	0.00	8,000.00	0.00
251-735-810.000	INVESTMENT MANAGEMENT FEES	415.00	13.90	0.00	401.10	3.35
251-735-817.000	CONSULTANT SERVICES	5,000.00	5,948.58	0.00	(948.58)	118.97
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,183.00	89.82	0.00	1,093.18	7.59
251-735-851.000-THEDEN__3388	TELEPHONE	0.00	92.75	0.00	(92.75)	100.00
251-735-885.000	COMMUNITY RELATIONS	5,000.00	0.00	0.00	5,000.00	0.00
251-735-885.000-TREELIGHTING	COMMUNITY RELATIONS	10,000.00	0.00	0.00	10,000.00	0.00
251-735-921.000-CHAMBER_3395	ELECTRIC	2,149.00	133.56	133.56	2,015.44	6.21
251-735-921.000-PKSTRUC_3381	ELECTRIC	25,000.00	4,145.11	4,145.11	20,854.89	16.58
251-735-921.000-THEDEN__3388	ELECTRIC	2,360.00	180.66	180.66	2,179.34	7.66
251-735-922.000	STREET LIGHTING	42,000.00	4,951.23	1,541.97	37,048.77	11.79
251-735-922.000-RIVERSD_3311	STREET LIGHTING	6,250.00	854.08	854.08	5,395.92	13.67
251-735-922.000-SKATEPRK_202	STREET LIGHTING	300.00	26.03	26.03	273.97	8.68
251-735-923.000-CHAMBER_3395	HEAT	1,700.00	292.17	292.17	1,407.83	17.19
251-735-923.000-PKSTRUC_3381	HEAT	250.00	34.52	34.52	215.48	13.81
251-735-923.000-THEDEN__3388	HEAT	1,500.00	268.82	268.82	1,231.18	17.92
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,484.00	124.85	0.00	1,359.15	8.41
251-735-924.000-THEDEN__3388	CABLE TV SERVICES	2,181.00	252.72	0.00	1,928.28	11.59
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	0.00	0.00	1,000.00	0.00
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,000.00	122.17	122.17	3,877.83	3.05
251-735-927.000-PKSTRUC_3381	WATER CONSUMPTION	690.00	9.10	9.10	680.90	1.32
251-735-927.000-RIVERSD_3311	WATER CONSUMPTION	27,800.00	105.50	105.50	27,694.50	0.38
251-735-927.000-RIVERWDS_300	WATER CONSUMPTION	1,100.00	0.00	0.00	1,100.00	0.00
251-735-927.000-THEDEN__3388	WATER CONSUMPTION	900.00	5.46	5.46	894.54	0.61
251-735-929.000	IRRIGATION WATER AND MAINT.	40,000.00	41.43	41.43	39,958.57	0.10
251-735-931.000-CHAMBER_3395	BLDG. MAINTENANCE	6,253.00	3,752.64	0.00	2,500.36	60.01
251-735-931.000-PKSTRUC_3381	BLDG. MAINTENANCE	5,000.00	14,230.00	14,230.00	(9,230.00)	284.60

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/29/2024

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

GL Number	Description	2024 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Expenditures						
Department: 735 TIFA A						
251-735-931.000-THEDEN__3388	BLDG. MAINTENANCE	2,000.00	0.00	0.00	2,000.00	0.00
251-735-935.005	BRIDGE REPAIRS AND MAINTENANCE	3,500.00	0.00	0.00	3,500.00	0.00
251-735-937.000	PARKING LOT MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
251-735-937.001	PATHWAY MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00
251-735-937.003	SIDEWALK MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00
251-735-957.000	MISC/CONTINGENCY	100.00	0.00	0.00	100.00	0.00
251-735-957.002	LIABILITY INSURANCE	6,322.00	0.00	0.00	6,322.00	0.00
251-735-959.000	PROPERTY TAXES	5,500.00	0.00	0.00	5,500.00	0.00
251-735-967.100	SITE IMPROVEMENT GRANTS	190,000.00	0.00	0.00	190,000.00	0.00
251-735-972.000	LAND AND IMPROVEMENTS	800,000.00	0.00	0.00	800,000.00	0.00
251-735-995.004	ADMINISTRATIVE CHARGES	35,158.00	0.00	0.00	35,158.00	0.00
251-735-995.007	INTERFUND SERVICES	50,621.00	0.00	0.00	50,621.00	0.00
Total Dept 735 - TIFA A		1,463,666.00	36,082.52	22,013.69	1,427,583.48	2.47
Expenditures		1,463,666.00	36,082.52	22,013.69	1,427,583.48	2.47
Fund 251 - TIFA A:						
TOTAL REVENUES		1,578,618.00	785,951.54	403,575.31	792,666.46	
TOTAL EXPENDITURES		1,463,666.00	36,082.52	22,013.69	1,427,583.48	
NET OF REVENUES & EXPENDITURES:		114,952.00	749,869.02	381,561.62	(634,917.02)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/29/2024

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

GL Number	Description	2024 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdgt Used
Fund: 252 TIFA B						
Account Category: Revenues						
Department: 736 TIFA B						
252-736-402.000	AD VALOREM	1,699,221.00	1,049,002.24	879,513.33	650,218.76	61.73
252-736-412.000	DELINQUENT PERSONAL PROPERTY	4,500.00	0.00	0.00	4,500.00	0.00
252-736-414.000	MTT YE ACCRUAL	(1,668.00)	0.00	0.00	(1,668.00)	0.00
252-736-573.000	LOCAL COMMUNITY STABILIZATION SHARE	100,420.00	0.00	0.00	100,420.00	0.00
252-736-665.000	INTEREST REVENUE	157,636.00	9,305.77	0.00	148,330.23	5.90
252-736-669.001	INTEREST REV EXT MANAGERS	0.00	26,644.00	0.00	(26,644.00)	100.00
Total Dept 736 - TIFA B		1,960,109.00	1,084,952.01	879,513.33	875,156.99	55.35
Revenues		1,960,109.00	1,084,952.01	879,513.33	875,156.99	55.35
Account Category: Expenditures						
Department: 736 TIFA B						
252-736-702.000	SALARIES/WAGES	66,209.00	8,785.60	6,936.00	57,423.40	13.27
252-736-713.000	CLOTHING ALLOWANCE	225.00	225.00	0.00	0.00	100.00
252-736-715.000	SOCIAL SECURITY	5,082.00	682.08	525.90	4,399.92	13.42
252-736-716.000	MEDICAL INSURANCE	15,449.00	1,781.31	1,187.54	13,667.69	11.53
252-736-716.001	MEDICAL INSURANCE EMPLOYEE PREMIUM	(772.00)	0.00	0.00	(772.00)	0.00
252-736-717.000	LIFE INSURANCE	389.00	12.74	12.74	376.26	3.28
252-736-719.000	EYE/DENTAL INSURANCE	1,766.00	18.89	18.89	1,747.11	1.07
252-736-720.000	PENSION DC	10,712.00	1,437.84	1,130.40	9,274.16	13.42
252-736-724.000	DISABILITY INSURANCE	1,273.00	42.68	42.68	1,230.32	3.35
252-736-725.000	PRESCRIPTION DRUGS	2,736.00	344.31	229.54	2,391.69	12.58
252-736-725.001	PRESCRIPTION EMPLOYEE PREMIUM	(137.00)	0.00	0.00	(137.00)	0.00
252-736-800.199	LANDSCAPE/GEN MAINT	106,000.00	0.00	0.00	106,000.00	0.00
252-736-810.000	INVESTMENT MANAGEMENT FEES	6,550.00	0.00	0.00	6,550.00	0.00
252-736-885.000	COMMUNITY RELATIONS	16,000.00	0.00	0.00	16,000.00	0.00
252-736-901.000	ADVERTISING/MARKETING	1,000.00	0.00	0.00	1,000.00	0.00
252-736-922.000	STREET LIGHTING	6,800.00	1,282.18	574.81	5,517.82	18.86
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	41.48	41.48	39,958.52	0.10
252-736-957.000	MISC/CONTINGENCY	600.00	0.00	0.00	600.00	0.00
252-736-967.100	SITE IMPROVEMENT GRANTS	100,000.00	0.00	0.00	100,000.00	0.00
252-736-972.000	LAND AND IMPROVEMENTS	1,500,000.00	0.00	0.00	1,500,000.00	0.00
252-736-973.005	NON MOTORIZED PATHWAYS	10,000.00	0.00	0.00	10,000.00	0.00
252-736-995.004	ADMINISTRATIVE CHARGES	50,211.00	0.00	0.00	50,211.00	0.00
252-736-995.007	INTERFUND SERVICES	42,633.00	0.00	0.00	42,633.00	0.00
252-736-995.203-CENTRERD_SAD	TRANSFER TO LOCAL STREETS	62,500.00	0.00	0.00	62,500.00	0.00
252-736-995.203-EXECUTIVESAD	TRANSFER TO LOCAL STREETS	62,500.00	0.00	0.00	62,500.00	0.00
252-736-995.203-INNOVATION	TRANSFER TO LOCAL STREETS	37,500.00	0.00	0.00	37,500.00	0.00
252-736-995.592	TRANSFER TO WATER & SEWER	100,000.00	0.00	0.00	100,000.00	0.00
Total Dept 736 - TIFA B		2,245,226.00	14,654.11	10,699.98	2,230,571.89	0.65
Expenditures		2,245,226.00	14,654.11	10,699.98	2,230,571.89	0.65
Fund 252 - TIFA B:						
TOTAL REVENUES		1,960,109.00	1,084,952.01	879,513.33	875,156.99	
TOTAL EXPENDITURES		2,245,226.00	14,654.11	10,699.98	2,230,571.89	
NET OF REVENUES & EXPENDITURES:		(285,117.00)	1,070,297.90	868,813.35	(1,355,414.90)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/29/2024

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

GL Number	Description	2024 Amended Budget	YTD Balance 02/29/2024	Activity For 02/29/2024	Available Balance 02/29/2024	% Bdg Used
Fund: 253 TIFA D						
Account Category: Revenues						
Department: 737 TIFA D						
253-737-402.000	AD VALOREM	348,418.00	186,130.63	176,595.00	162,287.37	53.42
253-737-414.000	MTT YE ACCRUAL	(8,456.00)	0.00	0.00	(8,456.00)	0.00
253-737-573.000	LOCAL COMMUNITY STABILIZATION SHARE	725,836.00	0.00	0.00	725,836.00	0.00
253-737-651.400	U&A FEES - ELECTRIC VEHICLE CHARGING	250.00	77.75	0.00	172.25	31.10
253-737-665.000	INTEREST REVENUE	28,499.00	7,246.21	0.00	21,252.79	25.43
253-737-669.001	INTEREST REV EXT MANAGERS	0.00	5,306.00	0.00	(5,306.00)	100.00
Total Dept 737 - TIFA D		1,094,547.00	198,760.59	176,595.00	895,786.41	18.16
Revenues		1,094,547.00	198,760.59	176,595.00	895,786.41	18.16
Account Category: Expenditures						
Department: 737 TIFA D						
253-737-800.199	LANDSCAPE/GEN MAINT	4,000.00	0.00	0.00	4,000.00	0.00
253-737-810.000	INVESTMENT MANAGEMENT FEES	1,300.00	0.00	0.00	1,300.00	0.00
253-737-885.000	COMMUNITY RELATIONS	1,500.00	0.00	0.00	1,500.00	0.00
253-737-922.000	STREET LIGHTING	53,000.00	8,941.38	847.96	44,058.62	16.87
253-737-927.000	WATER CONSUMPTION	100.00	0.00	0.00	100.00	0.00
253-737-927.000-2424SEYBURNX	WATER CONSUMPTION	400.00	0.00	0.00	400.00	0.00
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	4.43	4.43	(4.43)	100.00
253-737-927.000-ADMBLDG_1827	WATER CONSUMPTION	6,000.00	227.67	227.67	5,772.33	3.79
253-737-927.000-FIREADM_3410	WATER CONSUMPTION	0.00	29.65	29.65	(29.65)	100.00
253-737-927.000-LIBRARY_3400	WATER CONSUMPTION	4,000.00	204.46	204.46	3,795.54	5.11
253-737-927.000-SPORTFD_1800	WATER CONSUMPTION	12,000.00	8.13	8.13	11,991.87	0.07
253-737-929.000	IRRIGATION WATER AND MAINT.	77,000.00	0.00	0.00	77,000.00	0.00
253-737-931.000-ADMBLDG_1827	BLDG. MAINTENANCE	200,000.00	12,349.48	12,217.10	187,650.52	6.17
253-737-935.000	ROAD MAINTENANCE	25,000.00	0.00	0.00	25,000.00	0.00
253-737-937.003	SIDEWALK MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
253-737-957.000	MISC/CONTINGENCY	100.00	0.00	0.00	100.00	0.00
253-737-972.000-CAMPUSSIGNXX	LAND AND IMPROVEMENTS	125,000.00	0.00	0.00	125,000.00	0.00
253-737-975.000	BLDG. ADDITIONS & IMPROVEMENTS	0.00	203.50	0.00	(203.50)	100.00
253-737-975.000-FIRESTATION2	BLDG. ADDITIONS & IMPROVEMENTS	0.00	2,398.00	2,398.00	(2,398.00)	100.00
253-737-995.004	ADMINISTRATIVE CHARGES	14,104.00	0.00	0.00	14,104.00	0.00
253-737-995.007	INTERFUND SERVICES	4,365.00	0.00	0.00	4,365.00	0.00
Total Dept 737 - TIFA D		532,869.00	24,366.70	15,937.40	508,502.30	4.57
Expenditures		532,869.00	24,366.70	15,937.40	508,502.30	4.57
Fund 253 - TIFA D:						
TOTAL REVENUES		1,094,547.00	198,760.59	176,595.00	895,786.41	
TOTAL EXPENDITURES		532,869.00	24,366.70	15,937.40	508,502.30	
NET OF REVENUES & EXPENDITURES:		561,678.00	174,393.89	160,657.60	387,284.11	
Report Totals:						
TOTAL REVENUES - ALL FUNDS		4,633,274.00	2,069,664.14	1,459,683.64	2,563,609.86	
TOTAL EXPENDITURES - ALL FUNDS		4,241,761.00	75,103.33	48,651.07	4,166,657.67	
NET OF REVENUES & EXPENDITURES:		391,513.00	1,994,560.81	1,411,032.57	(1,603,047.81)	



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

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director

DATE: March 1, 2024

SUBJECT: Receive and File 2023 TIFA Annual Report

No additional written material provided.

An appropriate motion is:

Move to receive and file the 2023 TIFA Annual Report.



2023 Tax Increment Finance Authority Annual Report

Introduction

In 1980, the Tax Increment Financing Authority (TIFA) Act was established, and then updated and recodified in 2018, to prevent urban deterioration and encourage economic development using tax increment financing within an established district. Tax increment financing utilizes incremental tax capture above the base amount established at the time a Tax Increment Financing (TIF) District is created. Auburn Hills has three TIFA districts; 85-A, 85-B and 86-D which are managed by the Tax Increment Finance Authority Board of Directors. The Tax Increment Finance Authority Board of Directors is prescribed powers and duties including interest in real and personal property, the creation and implementation of development plans, study and analysis of economic changes taking place within the municipality, and the impact of growth in the development districts. The Board of Directors develop long range plans as well as preservation and planning initiatives through the use of matching grants, strategic design, and improvements.

Summary of 2023

In 2023, the Tax Increment Finance Authority played a pivotal role in financing numerous maintenance and building projects across the City of Auburn Hills. Notable initiatives included the replacement of decorative streetlights in downtown Auburn Hills and along the Opdyke Road corridor, the resurfacing of tennis courts on the Municipal Campus, and the upgrade of audio equipment at the Community Center. A standout accomplishment was the TIFA-funded renovation of the new Fire Department Administration Building on the Municipal Campus, completed in spring 2023.

The Tax Increment Finance Authority continued its commitment to promoting economic vitality in downtown Auburn Hills through various projects and initiatives. Securing grant funding from the Michigan Economic Development Corporation (MEDC), the Tax Increment Finance Authority is one step closer toward the installation of the Public Square in downtown Auburn Hills. This exciting development aims to create a central gathering place, featuring amenities such as seating, overhead lighting, a covered performance stage, and lush landscaping. The Public Square is expected to host a variety of events and programs, enriching the experiences of residents and downtown guests.

Further contributing to the downtown landscape, the Tax increment Finance Authority approved the lease of a Class C liquor license for Cantina El Dorado, a Mexican-themed restaurant soon to open in downtown Auburn Hills. This establishment is anticipated to be a vibrant addition, offering a delightful dining experience for residents and visitors alike.

Recognizing the growing investment in downtown Auburn Hills, the Tax Increment Finance Authority partnered with the Downtown Development Authority and initiated a comprehensive downtown parking study. This study provided valuable insights into current and future parking conditions, facilitating informed decisions by the Tax Increment Finance Authority, the Downtown Development Authority, and the City Council as downtown Auburn Hills continues to expand.

In addition to these major projects, the Tax Increment Finance Authority supported various other initiatives in 2023. This included the acquisition of mobile vehicle mitigation barriers for downtown events, the remodel of the Finance/Treasurer offices, and the approval of a contract for architectural design services for the Fire Station 2 modernization project. The Tax Increment Finance Authority also contributed sponsorship dollars to the City's annual Summerfest and Tree Lighting Ceremony, further demonstrating its commitment to community engagement and enhancement.

Current Fund Balances

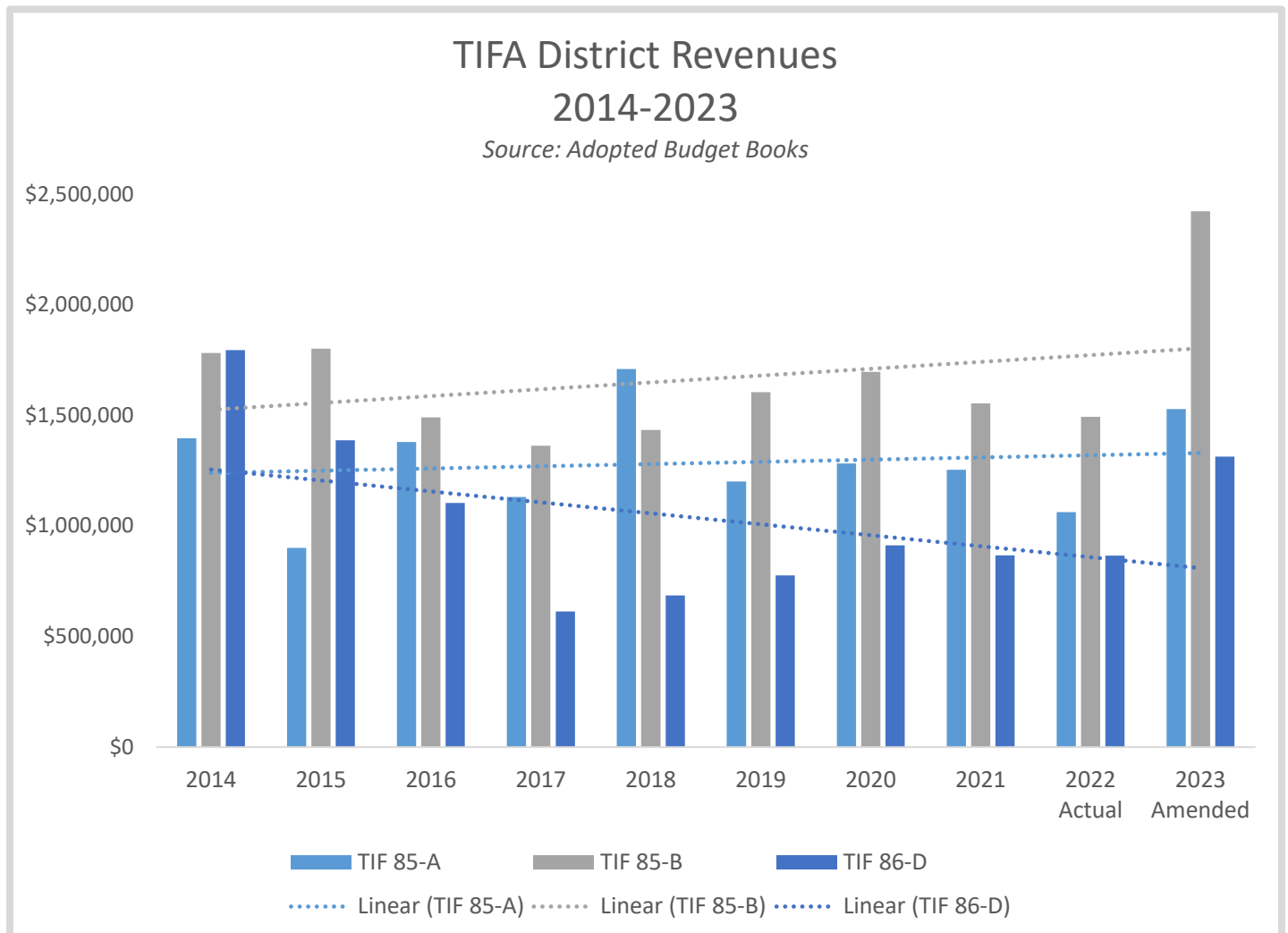
	TIF 85-A	TIF 85-B	TIF 86-D	Totals
Assets	\$26,148,053	\$21,702,833	\$26,181,942	\$74,032,828
Liabilities	\$228,174	\$2,244	\$66,607	\$297,025
Net Position	\$25,919,879	\$21,700,589	\$26,115,335	\$73,735,803
Cash	\$3,360,226	\$14,508,837	\$4,086,589	\$21,955,652

Source: TIFA Financial Statements –December 2023 *Pre-Audit

Revenues

All the TIF districts have been impacted by the recession well over a decade ago. TIF Districts 85-A and 85-B remain more consistent, whereas TIF District 86-D experienced a dramatic decline in revenues in FY2012 and FY2013 due to the exemption of personal property taxes.

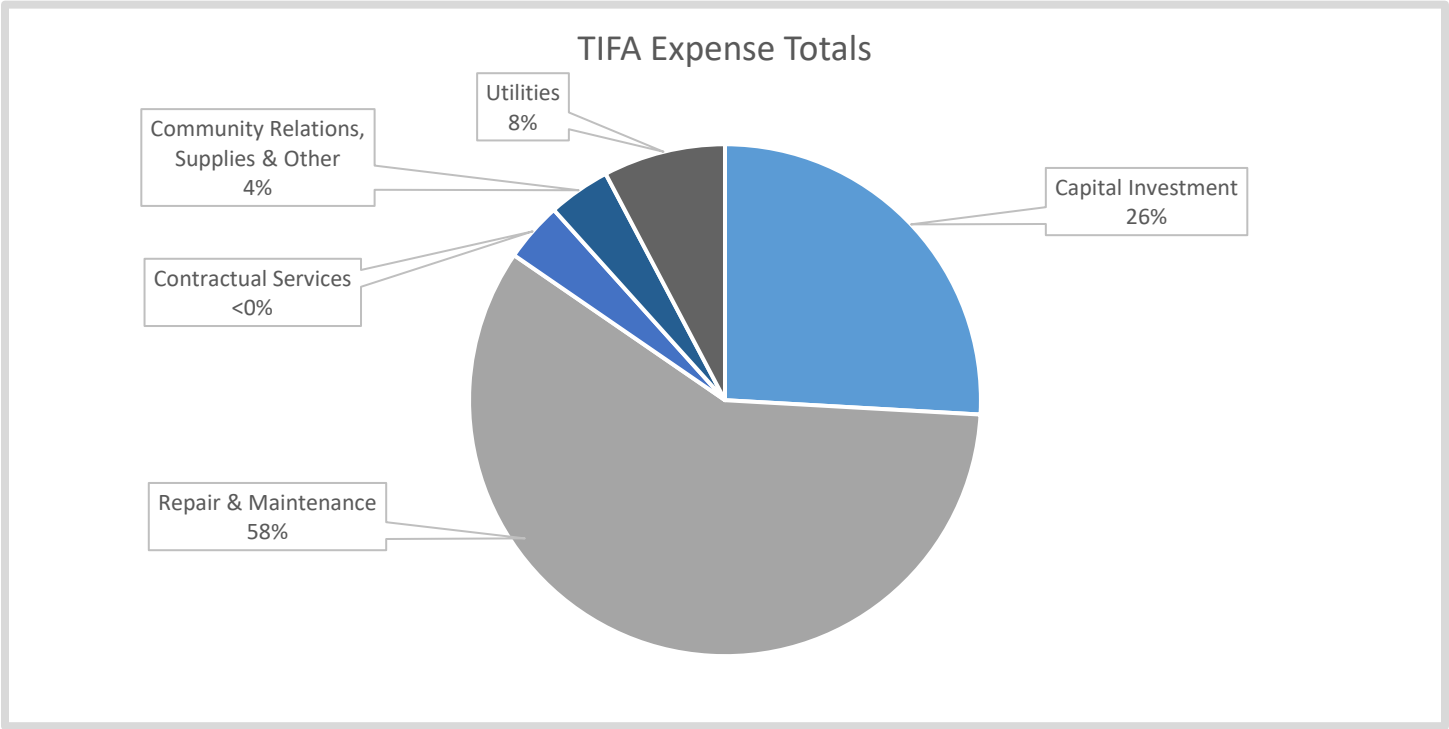
Staff and the Tax Increment Finance Authority Board of Directors understand the necessity to remain fiscally conservative when making policy decisions. As new projects begin in the districts, corresponding tax increment revenue will influence the future budgets and help sustain the future of the Tax Increment Finance Authority.



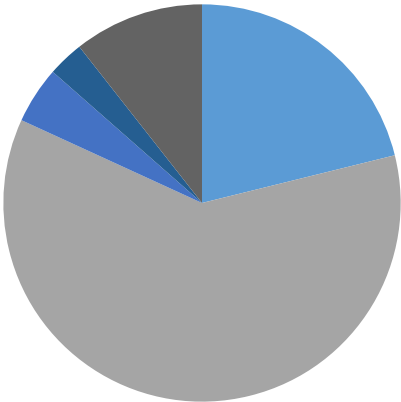
Expense Breakdown

The most impactful expenses and budgetary constraints on the Tax Increment Finance Authority come from the following areas: repair and maintenance, capital investment, utilities, community relations, supplies & other, and contractual services.

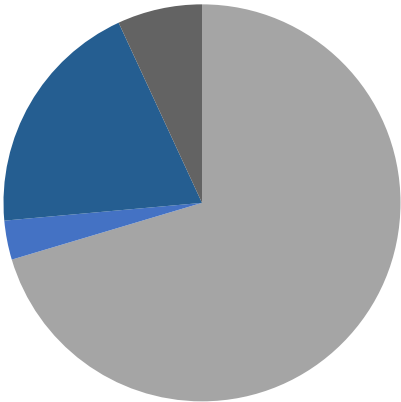
The following charts breakdown the proportion of these expenses in each district and provides an overview of the total of these expenses of all the districts combined.



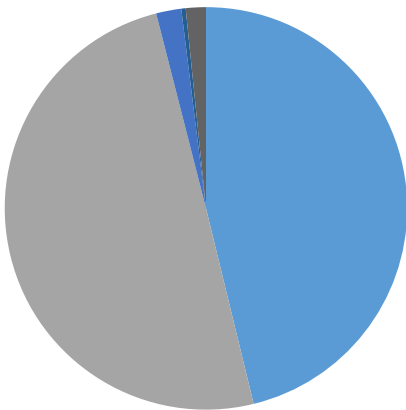
TIF 85-A



TIF 85-B



TIF 86-D



Source: TIFA Financial Statements –December 2023 *Pre-Audit

Conclusion

The Tax Increment Finance Authority works diligently to market properties in the core downtown area to create higher residential and retail density and to generate more walkable traffic throughout the downtown. Into the future, the Board and its leadership will continue to look for strategic partnerships with local stakeholders and higher education institutions to establish greater connections to the businesses and individuals in which the Tax Increment Finance Authority serves.

The progress that the Tax Increment Finance Authority has continued to make throughout 2023 is a direct result of the Board's dedication to furthering its vision and mission. The Tax Increment Finance Authority will continue to work closely with the Auburn Hills Downtown Development Authority (DDA) as the two economic development entities share district boundaries and City-owned property.

As the community continues to build-out, the Tax Increment Finance Authority Board will continue to preserve and maintain our community assets. The established tradition of the Tax Increment Finance Authority leadership will continue to be the guiding principle for partnerships in the business community and seeking out greater community involvement.

2024 TIFA Board of Directors

Michael Kneffel, *Chairman*

Ron Moniz, *Vice Chairman*

Steven Goodhall, *Secretary*

Dr. Shawanna Fletcher, *City Council Liaison*

Bob Waltenspiel

Dr. Cody Eldredge

Paul Gudmundsen

Brandon Skopek, *Executive Director*



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

FROM: Brandon Skopek, Asst. City Manager, TIFA Executive Director; Thomas A. Tanghe, City Manager

DATE: March 5, 2024

SUBJECT: Request to Approve Development Incentive Grant to Greystone Pickleball Club, LLC

INTRODUCTION AND HISTORY

The Auburn Hills Tax Increment Finance Authority has within TIF District B a parcel that is known to have environmental and geotechnical challenges as well as being an odd shape to develop. The property contains parcel identification numbers 14-23-352-009, 002, and 003. The property is being proposed as a new recreational use in the city, known as Greystone Pickleball Club Auburn Hills. Recruiting this development would be a great addition to the city. Not only will it place a longtime undeveloped site into use and place it on the tax rolls at a higher taxable value, but it will also increase the recreational opportunities for our residents.

The challenges of bringing the above use to this site revolve around essentially four main impediments. First, the property has a unique and challenging configuration that makes it difficult to develop. Second and third are the soil conditions requiring some soil removals as well as utilizing special, and far more expensive, footings and foundations based on soil stability. And finally, any use needing significant parking to support it requires that stormwater detention be built underground instead of surface detention, a substantial cost that would make this proposed development cost prohibitive.

Included with this cover memo is a *Resolution Granting Development Incentives*, as well as work estimates provided by the developer for the board to consider the extraordinary costs associated with developing this site for its proposed use. The memo provided by Kemp Building & Development Company makes reference to Brownfield and Tax Abatement efforts. That language is not relevant to this request and should be disregarded. There is no Brownfield incentive being offered nor is there an eligible tax abatement.

STAFF RECOMMENDATION

Based on the added costs not typically associated with a readily developable site in Auburn Hills, staff recommends a development incentive grant be awarded to Greystone Pickleball Club, LLC in the amount of \$946,500 as a contribution toward the extraordinary costs associated with developing this site.

An appropriate motion is:

Move to adopt the attached resolution providing a grant to Greystone Pickleball Club, LLC in the amount of \$946,500 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. As this is an incentive grant for the recruitment of the business, any funds not used specifically for the work contained in the March 4, 2024 memo from Kemp Building & Development Company may be applied by Greystone Pickleball Club, LLC toward the overall project.

Note to above motion: Greystone Pickleball Club, LLC shall submit an invoice to the AH-TIFA for the grant in the amounts and on the schedule noted and shall be reimbursed from such invoices. Supporting documentation for costs incurred for the work for which the grant applies, shall be attached.



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 12th day of March, 2024.

AUTHORIZED SIGNATURES:

By: _____
Michael Kneffel

By: _____
Brandon Skopek

Its: Chairman of the Board

Its: Executive Director



275 West Girard, Madison Heights, MI 48071 Phone (248) 583-9030/ Fax (248) 583-3140

March 4, 2024

Mr. Pat Chisolm
PLC Partners
343 Passage Lane
Franklin, TN 37064
Greystone Pickleball Club

RE: The Proposed Greystone Pickleball Club – Auburn Hills, MI

Dear Pat:

The following budgetary numbers represent costs associated with potential Brownfield Credits for the project located on the East Side of Opdyke Rd., North of Featherstone in Auburn Hills, MI.

COSTS FOR ELEGIBLE SITE PREPARATION ACTIVITIES

- | | |
|--|-----------------|
| 1. Civil and Geo-Tech Engineering* | \$ NIC/By Owner |
| <i>*Denotes eligible costs more than traditional greenfield costs.</i> | |
| 2. Sitework – Added costs for installing an underground stormwater detention system | \$ 590,000.00 |
| 3. Geo-Pier (rammed aggregate) foundation support system for foundations and interior slab | \$ 356,500.00 |

Total	\$ 946,500.00
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We hope this information was helpful in your efforts to complete your Brownfield and Tax Abatement efforts.

Kemp Building & Development

Daniel J. Plantus

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

GREYSTONE PICKLEBALL CLUB, LLC

ID Number: 803176379

received by electronic transmission on February 28, 2024 ***, is hereby endorsed.***

Filed on February 28, 2024 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 28th day of February, 2024.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



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

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director; Karen Adcock, Director of Recreation & Senior Services

DATE: March 5, 2024

SUBJECT: Replacement of Playground Equipment at River Woods Park

INTRODUCTION AND HISTORY

River Woods Park is a 30-acre municipal park located at 300 River Woods Drive in the City of Auburn Hills. Located along the shores of the Clinton River this park features a picnic shelter, restrooms, walking paths, a basketball court, grills, a drinking fountain, 60 parking spaces, and a five-piece playground area.

The River Woods playground consists of a 2002 Playworld Playmaker series main play structure, a four-bay swing set, two climbers, and a climbing wall. All equipment is Playworld except the climbing wall, which was manufactured by H2O systems. The Playworld equipment is now 22 years old and is showing signs of deterioration. Repairs were made to the equipment in 2021, 2022 and 2023. Recent inspections reveal that additional repairs are also needed. The manufacturer of the climbing wall has been out of business for many years, and third party replacement parts ordered in 2022 did not fit. City staff have been monitoring the decline of the playground for several years and TIFA has generously budgeted for the replacement in 2024.

A staff committee consisting of the Department of Recreation and Senior Services (RSS) and the Department of Public Works (DPW) engaged highly qualified suppliers for the replacement of the River Woods playground. Six (6) proposals were received from the two highest quality manufacturers, Playworld Systems and Gametime. The City has found these two manufacturers to be of excellent quality. Their products are durable and they have good technical support and long-term parts availability. After careful consideration, the selection committee determined that a custom playground by Playworld Systems (QTN:14605-1) through their local representative, Midstates Recreation, was the best fit, value, quality and configuration for Riverwoods Park. The replacement playground will be the same size and serve the same age groups as the current structure, while offering new play experiences and an updated look. It should be noted that the climbing wall was removed for design and safety reasons, but the new equipment offers plenty of climbing options for users.



Replacement of Playground Equipment at River Woods Park

The new equipment and required installation services are available using national competitive pricing through the Sourcewell Purchasing Consortium (Auburn Hills Member ID# 85050), and provided by Playworld's representative, Midstates Recreation. The national pricing will save the city a total of \$30,714. Sourcewell is a purchasing consortium created by the State of Minnesota as a service to the education sector and all state, local, and federal units of government. Sourcewell has been in operation for over 40 years and currently offers its members access to competitive pricing on hundreds of contracts for goods and services.

Playworld has been manufacturing playground equipment since 1959. Their products are in full compliance with CPSIA (Consumer Products Safety Improvement Act), IPMEA third party certification (ASTM Standard F1487 & F1292). Their products comply with lead (RoHS) and paint substrates. Their manufacturing meets ISO 9001 and ISO 14001 standards. Midstates Recreation is the local representative for Playworld and has been in the playground business for over 30 years. Midstates has demonstrated excellent past performance with the most recent projects being the playground equipment at Manitoba Park and the new playground at Hawk Woods.

STAFF RECOMMENDATION

It is the recommendation of the Department of Recreation and Senior Services and the Department of Public Works that the Tax Increment Finance Authority (TIFA) enter into a contract with Midstates Recreation to provide equipment and all necessary services to replace the River Woods Park playground using the Sourcewell national pricing as shown in Exhibit #1. This project will be funded from TIF-A account number 251-735-972.000 at a cost not to exceed \$290,474.65. The scope of work includes the removal of the existing playground equipment, site preparation, installation of the new equipment, and site restoration. It is important to note that the TIFA has budgeted \$600,000 for River Woods Park improvements in 2024. Any unexpected ancillary costs will be covered by funds budgeted for River Woods Park improvements.

An appropriate motion is:

Move to approve the purchase of all equipment and services needed to replace the River Woods Park playground from Midstates Recreation in an amount not to exceed \$290,474.65, as specified in the attached exhibits.

Exhibit #1 – Midstates Recreation Quote # QTN-14605-1

Exhibit #2 – Rendering

Exhibit #3 – Contract & Insurance Requirements

QTN-14605-1





1279 Hazelton-Etna Road SW
Pataskala, OH 43062
614-855-3790
www.midstatesrecreation.com

QUOTATION

Sold To	City of Auburn Hills Finance Department 1827 N Squirrel Road Auburn Hills, MI, 48326 United States	Ship To	Riverwoods Park 300 River Woods Drive Auburn Hills, MI, 48326 United States
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Date	Quote #	Terms	Rep	Project	Ship Contact
2024-02-12	QTN-14605-1 Valid Until 04-12-2024	Net 10	Brion Kilpela	2023 12 Riverwoods Park Playground - Mi Auburn Hills City Of	

Item Code	Description	Qty	Rate	Amount
Notes	Option 2. 2-5 and 5-12 equipment	1.0 Unit	\$ 0.00	\$ 0.00
Drawing #	Drawing #23-4960B Structures	1.0 Unit	\$ 190,601.00	\$ 190,601.00
ZZXX0187	UNITY LARGE OVERHEAD CANOPY	1.0 Unit	\$ 10,784.00	\$ 10,784.00
ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	2.0 Unit	\$ 177.00	\$ 354.00
ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	1.0 Unit	\$ 307.00	\$ 307.00
ZZXX0635	SWING ALONG SEAT TO 8ft TOP RAIL	1.0 Unit	\$ 1,314.00	\$ 1,314.00
ZZXX0930	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	1.0 Unit	\$ 2,786.00	\$ 2,786.00
ZZXX0932	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	1.0 Unit	\$ 1,672.00	\$ 1,672.00
ZZXX0658	WELCOME SIGN - DOUBLE SIDED CUSTOM	1.0 Unit	\$ 2,101.00	\$ 2,101.00
ZZXX0843	RISK MANAGEMENT SIGN	1.0 Unit	\$ 405.00	\$ 405.00
ZZXX1411	6FT PERMANENT BENCH (COATED PLANKS & PAINTED FRAME)	4.0 Unit	\$ 667.00	\$ 2,668.00
Freight	Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 6,760.00	\$ 6,760.00
Installation Charges	Installation Charges: Take delivery of new equipment, demo existing equipment and dispose. Install new equipment per design excavate area as necessary. Provide topsoil seed and mulch for areas disturbed by construction. Provide walkway and concrete ramp down on south end of site.	1.0 Unit	\$ 88,374.00	\$ 88,374.00
Fabric	Roll of 4 oz Geotextile Fabric	4583.0 Unit	\$ 0.55	\$ 2,520.65
Wood Fiber	(cy) Playground Engineered Wood Fiber Safety Surfacing - ASTM Compliant	251.0 Each	\$ 42.00	\$ 10,542.00



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QUOTATION

Item Code	Description	Qty	Rate	Amount
Sourcwell Customer Discount - Member ID #	Sourcwell Customer Discount - Member ID #85050	1.0 Unit	\$ -30,714.00	\$ -30,714.00

Subtotal	\$ 290,474.65
Michigan Sales Tax	\$ 0.00
Total	\$ 290,474.65

Acceptance of Proposal

(Please be sure you have read, signed, and initialed and understand the terms and conditions) The items, prices, and conditions listed herein are satisfactory and are hereby accepted.

Signature (Approval) _____
Printed Name _____
Title _____
Date _____

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once your order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees and could cause delays.

EXCLUSIONS : Unless specified, this quote excludes all of the following but not limited to:

Required Permits/Inspections, Background Checks, Davis Bacon, Prevailing Wage or Certified Payroll
Performance/Payment Bonds
Site Restoration
Site work, saw cutting/core drilling, and landscaping.
Removal of existing equipment
Unloading; Receiving of inventory or equipment; Storage of equipment.
Equipment assembly and/or installation
Safety surfacing; Borders or drainage requirements
Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY: (if applicable)

Shipping is FOB Origin (means the buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the product). All equipment will arrive unassembled.

*** (Pls Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck



QUOTATION

A Check List, detailing all items shipped, will be included with the shipment. Unless taking delivery is specifically included in quote.

Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Please notify Midstates Recreation immediately of any damages.

Shortages and Concealed Damage must be reported to Midstates Recreation within 10 days of delivery.

A reconignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders are subject to applicable sales tax unless a tax exemption form is on file at the time the order is placed.

PAYMENT TERMS:

An approved Credit Application is required for new customers or customers that haven't been active in the last 18 months. Terms are check with order, or 50% down payment with approved credit (terms do vary based on references). Balance of product & freight will be invoiced upon shipment, due Net 10 days. 100 % prepayment required on Replacement Parts. A 3% charge will be added to all credit card orders over \$ 3,000.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Midstates Recreation offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

INSTALLATION: (if applicable)

Customer must locate all underground private utilities before your scheduled installation a third-party private utility service can be provided at an additional cost if necessary. Additional charges may apply if obstruction(s) are encountered beneath the surface. Not responsible for damaged/broken parts on existing playground equipment. Not responsible for crossing sidewalks.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Customer Signature

Updated:

Printed Name and Title

Date



Riverwoods Park
Option 2_Color Option 1



23-4960B



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1



23-4960B



Riverwoods Park
Option 2_Color Option 1



23-4960B



Riverwoods Park
Option 2_Color Option 1



Riverwoods Park
Option 2_Color Option 1

CITY OF AUBURN HILLS AND/OR CITY OF AUBURN HILLS T.I.F.A, B.R.A., D.D.A.

STANDARD TERMS AND CONDITIONS

1. **Assignment/Transfer:** The contract may not be assigned or transferred without the written consent of the City of Auburn Hills. Assignment or transfer of the contract without written consent of the City of Auburn Hills (City) may be construed by the City as a breach of contract sufficient to cancel this agreement at the discretion of the City.
2. **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant or facility does not preclude Purchaser's rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
3. **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
4. **Payment Terms:** Payment will be Net 30 upon completion and acceptance of the work by the City of Auburn Hills.
5. **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this section does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
6. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
7. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
8. **IRS Form W-9:** Seller must have on file with the City of Auburn Hills an IRS Form W-9 before Purchaser will issue any payment to Seller.
9. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required herein shall be in accordance with the applicable standards, requirements, provisions, stipulations and all Federal, State or City of Auburn Hills laws, rules, regulations resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of all of the parties.
11. **Termination:** The City of Auburn Hills may unilaterally in writing terminate this agreement at any time and for any reason or no reason, whether or not the Contractor is in default of any of its obligations hereunder. Under any such termination, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Auburn Hills agrees that the Contractor shall be paid for items and/or services already accepted by the City of Auburn Hills, but in no event shall the City of Auburn Hills be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement in writing at any time for the failure of the other to comply with any of its material terms and conditions.
12. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any other breach of the same or of any other covenant or condition.
13. **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to the City for inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
 - a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character including without limitation, records, books, papers, documents,

subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any relevance to, bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document with the City. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including bids of successful and unsuccessful respondents, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) Contractor compliance with contract requirements; b) compliance with the City's Charter, ordinances, and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or its payees.

- b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by agreeing to the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) for failure to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
- c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.
- d. If an audit inspection or examination in accordance with this Section, discloses overpricing or over charges (of any nature) by the Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.

14. **Complete Agreement:** The parties agree that the conditions of purchase and for provision of services stated herein or in attachments hereto set forth their entire agreement between the parties and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
15. **Liability and Indemnity:** It is 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) of the Insurance Requirements which Insurance Requirements are attached hereto and incorporated herein by reference, 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 Contract.
16. **Records:** The City of Auburn Hills reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
17. **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage as required in the City's Insurance Requirements which are attached hereto and incorporated herein by reference and the Contractor shall at its own expense at all times during the term of this Agreement comply with all of the other requirements contained in the City's Insurance Requirements.

18. **Noncompliance:** Failure to deliver the goods and/or services in accordance with specifications will be cause for the City of Auburn Hills to cancel the resulting contract or any part thereof and purchase on the open market, charging any resulting and additional cost to the Contractor, which amounts the Contractor shall pay to the City within 30 days from date of invoice.
19. **Protection of Resident Workers:** The City of Auburn Hills supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Auburn Hills shall have the right to terminate the contract if the City determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
20. **Non-Discrimination Clause:** The Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to hire, tenure, terms, conditions or privileges, or employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, gender, sexual preference, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the "Michigan Elliott Larson Civil Rights Act." The Contractor further agrees to require similar provisions from any subcontractors, or suppliers.
21. **Subcontracting:** The use of a subcontractor is subject to the prior approval of the City of Auburn Hills.
22. **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Auburn Hills in this bid or in any other manner.
23. **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
24. **Suitable Tools and Labor:** The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the City of Auburn Hills, be suitable or competent to produce this result may be ordered corrected by the City, and such labor, tools or appliances shall be substituted therefore by the Contractor as will meet with the approval of the City of Auburn Hills. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers, and the trade.
25. **Changes in Quantities or Plans:** The City of Auburn Hills reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a written work or authorization or change order, the Contractor agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as indicated by the City of Auburn Hills. In addition, by signing a written order, the Contractor releases the City of Auburn Hills from any and all claims for additional compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the City of Auburn Hills is notified in writing at the time of signing the authorization or written order that the Contractor refuses to release the City of Auburn Hills from such claims. All increases in quantities of work which appear in the contract as pay items shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the contract unit prices.
26. **Payments Withheld:** The City of Auburn Hills may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss of account of:
 - a. Defective work not remedied;
 - b. Claims filed or reasonable evidence indicating probable filing of claims;
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - d. A reasonable doubt that the agreement can be completed for the balance then unpaid;
 - e. Damage to another Contractor.
27. **Sunday & Night Work:** The Contractor is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the City of Auburn Hills.
28. **Cleaning Up:** The Contractor shall remove at his own expense from the City of Auburn Hills' property and from all public and private property, all temporary structures, rubbish and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City of Auburn Hills thereof. The Contractor is responsible for restoring the property to its original condition.
29. **Permits & Regulations:** The Contractor shall secure at Contractor's own expense, at no cost to the City of Auburn Hills, all permits, licenses and inspections necessary for the prosecution of the work. He shall pay for

same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling under pavements where required.

30. **Tobacco Use on City Property:** Contractors are prohibited from using tobacco on any City-owned property.
31. The City reserves the right to reject any or all bids or waive any irregularities, formality or deficiency in the bids, it deems in the best interest of the City.
32. The bidding Contractor is responsible for all costs associated with research and preparation of the bidding document.
33. Each proposal must be accompanied by a Bidder's Bond or cash in an amount established by the City in these specifications. **No bond.**
34. All bidders must have the ability to provide a Bidder's Bond, Performance Bond and Payment Bond in the following amounts **0% 0% 0%**.

This area intentionally left blank

**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. (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.

Name of Company

Midstates Recreation

City of Auburn Hills

Name _____

Name Karen Adcock

Signature _____

Signature _____

Title _____

Title: Director, Recreation & Senior Services

Date _____

Date _____

CITY OF AUBURN HILLS

HOLD HARMLESS AGREEMENT

As required for approval of the _____ Riverwoods Playground Replacement Project _____

(Activity)

_____Midstates Recreation_____ herein after referred to as _____Midstates_____

(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, _____Midstates_____ agrees to furnish an ACORD certificate of insurance

(Abbreviated Name Form)

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

Witnesses

Midstates Recreation

Name _____

Title _____

Date _____
