

BOARD OF DIRECTORS MEETING

July 8, 2025 4:00 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 June 10, 2025
- 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 2025 Adopted Budget and YTD Summary June 30, 2025
- 6) UNFINISHED BUSINESS
- 7) NEW BUSINESS
 - a) Appointment of Andrew Hagge as Executive Director of the Tax Increment Finance Authority
 - b) City Hall Counter Barrier Project
 - c) Auburn Hills Chamber of Commerce Lease Agreement Renewal
 - d) ChargePoint Service Plan Renewals
- 8) EXECUTIVE DIRECTOR REPORT
- 9) BOARD MEMBER COMMENTS
- 10) ADJOURNMENT

MEETING DATE: JULY 8, 2025

AGENDA ITEM NO

TAX INCREMENT FINANCE AUTHORITY

"Not Yet Approved"

CITY OF AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY MEETING

June 10, 2025

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:02 PM.

ROLL CALL: Present: Kneffel, Goodhall, Ferro, Barash, Gudmundsen, Moniz, Fletcher

Absent: Waltenspiel, Eldredge

Also Present: Brandon Skopek, Assistant City Manager/Executive Director; Andrew Hagge,

Assistant to the City Manager

Guests: None

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

PERSONS WISHING TO BE HEARD

None

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes – May 13, 2025

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 May 13, 2025, as presented. Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Gudmundsen, Moniz, Fletcher

No: none

CORRESPONDENCE AND PRESENTATIONS

None

CONSENT AGENDA

A. FY 2025 Adopted Budget and YTD Summary - May 31, 2025

Mr. Moniz moved to pull the FY 2025 Adopted Budget and YTD Summar – May 31, 2025, from the Consent Agenda. As a result, the agenda item now became the first agenda item under "New Business."

UNFINISHED BUSINESS

None

NEW BUSINESS

A. FY 2025 Adopted Budget and YTD Summary – May 31, 2025

Mr. Moniz asked clarifying questions regarding the Site Improvement Grants line item within the TIF-B budget. Mr. Skopek explained that it is due to the carryover of the grant that was awarded to Greystone Pickleball in 2024, which was later amended to impact the 2025 budget.

Moved by Mr. Moniz to receive and file the TIFA Financial Report for the period ending May 31, 2025. Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Gudmundsen, Moniz, Fletcher

No: None

Motion Carried

B. Purchase of Downtown Streetscape Furniture

Mr. Hagge presented the agenda item regarding the purchase of downtown streetscape furniture. Mr. Hagge explained that the furniture includes benches, trash cans, and bike racks for the downtown area. Additionally, the Auburn Hills DPW would be responsible for the removal of the old furniture and the installation of the new furniture. The board asked questions about what will happen to the old furniture, and Mr. Hagge explained that it will be a case-by-case basis depending on the quality of the piece. Because of the varying quality of the pieces of furniture being replaced, some will have to be thrown out, while others can be repurposed elsewhere in the community.

Moved by Mr. Moniz to approve the purchase of Downtown Streetscape Furniture under the OMNIA contract from Landscape Forms at a cost not-to-exceed \$73,965.64. Furthermore, authorize a budget amendment to the 2025 TIF-A budget increasing appropriations by \$73,965.64 in support of this purchase. Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Gudmundsen, Moniz, Fletcher, Ferro

No: None

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Skopek updated the Board regarding the future of The DEN. Mr. Skopek has met with select city staff and engineering consultants regarding the necessary architectural support work that needs to be done. Additionally, Mr. Skopek announced that he will be resigning from his position as Executive Director of the TIFA. As a part of succession planning efforts, Mr. Hagge will step into the role of Executive Director. The formal process will take place during the July TIFA Board Meeting.

Mr. Skopek provided an update on Alo's Sports Bar to the Board, reporting that interior work at the site has begun. Additionally, Mr. Skopek told the Board that an Italian restaurant will be going into Dr. Buatti's building, which also contains his practice, Oakland Hills Dermatology.

BOARD MEMBER COMMENTS

Mr. Goodhall inquired about installing a bench, or something similar, outside of City Hall, which would better accommodate those coming and going from City Hall via Uber, or another ride sharing company.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, June 10, 2025, 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. Moniz

Yes: Kneffel, Goodhall, Gudmundsen, Moniz, Fletcher, Ferro, Barash

No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 4:33 p.m.

Steve Goodhall Andrew Hagge

Secretary of the Board 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; Andrew Hagge, Assistant to the

City Manager

DATE: July 2, 2025

SUBJECT: FY 2025 Adopted Budget and YTD Summary – June 30, 2025

STATEMENT OF NET POSITION

ΓΙF-A ΤΙF-B ΤΙF-

• \$2.3 million cash • \$5.4 million cash • \$3.7 million cash

\$1.3 million invested

• \$12.0 million invested

• \$8.6 million – Cutwater

o \$609,369 – MiClass o \$3.4 million – MiClass Edge

\$468,703 - MiClass Edge
 \$80 - MiClass

• \$1.4 million invested

\$1.4 million – Cutwater

\$575 – MiClass

TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES

Approximately 60% of budgeted revenues have been received for TIF-A in fiscal year 2025.

Property Taxes: \$752,872
Building Rental: \$27,182
Interest: \$58,143
EV Charging Fees: \$1,894
Contributions/Donations \$100

\$840,191

Approximately 44% of budgeted expenditures have been utilized for fiscal year 2025.

TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES

• Approximately 60% of budgeted revenues have been received for TIF-B in fiscal year 2025.

Property Taxes: \$1,076,681
Interest: \$334,485
\$1,411,166

Approximately 8% of budgeted expenditures have been utilized for fiscal year 2025.

TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES

Approximately 39% of budgeted revenues have been received for TIF-D in fiscal year 2025.

Property Taxes: \$340,042
Interest: \$77,449
EV Charging Fees: \$830
\$418,321

Approximately 15% of budgeted expenditures have been utilized for fiscal year 2025.

An appropriate motion is:

Move to receive and file the TIFA Financial Report for period ending June 30, 2025.

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS Balance As Of 06/30/2025

GL Number Description O6/30/2025

GL Number	Description	06/30/2025
Fund: 251 TIFA A *** Assets ***		
251-000-001.000	CASH	2,306,456.68
251-000-017.002	INVESTMENT MANAGER - CUTWATER	311,983.52
251-000-017.004	CASH - MICLASS	609,369.21
251-000-017.005	CASH - MICLASS EDGE	468,703.49
251-000-019.000	TAXES RECEIVABLE	1,063,163.42
251-000-062.000	Lease Receivable	85,269.00
251-000-084.703	DUE FROM TRUST AND AGENCY	365.88
251-000-130.000	LAND	6,336,254.47
251-000-132.000	LAND IMPROVEMENTS	5,523,510.43
251-000-133.000	ACCUM DEPREC-LAND & IMPROV	(2,734,101.10)
251-000-136.000	BLDGS, BLDG ADDITIONS AND	6,409,122.17
251-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(1,807,960.75)
251-000-146.000	OFFICE EQUIPMENT AND FURN	164,753.78
251-000-147.000	ACC. DEPR OFFICE EQUIP	(164,754.07)
251-000-159.000	MACHINERY & EQUIPMENT	167,877.38
251-000-160.000	ACCUM DEPREC-MACH & EQUIP	(115,993.32)
251-000-163.000	ROADS & INFRASTRUCTURE	17,713,486.23
251-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(10,118,433.48)
Total Assets		26,219,072.94
*** Liabilities ***		
251-000-275.000	DUE TO TAXPAYERS	636.91
251-000-339.000	UNEARNED (DEFERRE) REVENUE	1,077,219.31
251-000-360.001	Deferred Inflow of Resources	85,269.00
Total Liabilities		1,163,125.22
*** Fund Equity ***		
251-000-390.000	FUND BALANCE	24,835,511.87
Total Fund Equity		24,835,511.87
Total Fund 251:		
TOTAL ASSETS		26,219,072.94
BEG. FUND BALANCE		24,835,511.87
+ NET OF REVENUES & EXPEN	NDITURES	220,435.85
= ENDING FUND BALANCE		25,055,947.72
+ LIABILITIES		1,163,125.22
= TOTAL LIABILITIES AND F	FUND BALANCE	26,219,072.94
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BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS Balance As of 06/30/2025

YTD Balance

25,611,175.71

GL Number Description 06/30/2025 Fund: 252 TIFA B *** Assets *** 252-000-001.000 CASH 5,429,455.01 8,667,552.52 252-000-017.002 INVESTMENT MANAGER - CUTWATER 252-000-017.004 CASH - MICLASS CASH - MICLASS EDGE 80.74 3,397,189.92 252-000-017.005 TAXES RECEIVABLE 252-000-019.000 1,603,969.97 252-000-084.703 DUE FROM TRUST AND AGENCY 24,872.13 252-000-132.000 1,415,205.92 LAND IMPROVEMENTS 252-000-133.000 (1,129,076.26)ACCUM DEPREC-LAND & IMPROV 252-000-159.000 MACHINERY & EQUIPMENT 34,200.00 252-000-160.000 ACCUM DEPREC-MACH & EQUIP (20,520.00)252-000-163.000 **ROADS & INFRASTRUCTURE** 9,772,855.05 252-000-164.000 ACCUM DEPREC-ROAD & INFRASTURE (3,584,609.29)25,611,175.71 Total Assets *** Liabilities *** 252-000-275.000 (44,206.64)DUE TO TAXPAYERS 252-000-339.000 UNEARNED (DEFERRE) REVENUE 1,747,562.74 Total Liabilities 1,703,356.10 *** Fund Equity *** 252-000-390.000 FUND BALANCE 22,957,845.15 22,957,845.15 Total Fund Equity Total Fund 252: TOTAL ASSETS 25,611,175.71 22,957,845.15 **BEG. FUND BALANCE** + NET OF REVENUES & EXPENDITURES 949,974.46 = ENDING FUND BALANCE 23,907,819.61 + LIABILITIES 1,703,356.10

= TOTAL LIABILITIES AND FUND BALANCE

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BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS Balance As Of 06/30/2025

YTD Balance **GL Number** Description 06/30/2025 Fund: 253 TIFA D *** Assets *** 253-000-001.000 CASH 3,767,086.24 253-000-017.002 1,495,196.83 INVESTMENT MANAGER - CUTWATER 253-000-017.004 CASH - MICLASS 575.59 253-000-019.000 TAXES RECEIVABLE 291,185.30 253-000-084.703 DUE FROM TRUST AND AGENCY 730.42 LAND 253-000-130.000 2,017,211.00 253-000-132.000 LAND IMPROVEMENTS 3,726,962.87 253-000-133.000 (1,543,314.80)ACCUM DEPREC-LAND & IMPROV 253-000-136.000 20,940,615.53 BLDGS, BLDG ADDITIONS AND 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)68,829.17 253-000-158,000 CONSTRUCTION-IN-PROGRESS 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 26,290,276.74 *** Liabilities *** 253-000-275.000 DUE TO TAXPAYERS 18,992.83 253-000-339,000 UNEARNED (DEFERRE) REVENUE 291,185.30 Total Liabilities 310,178.13 *** Fund Equity *** 253-000-390.000 FUND BALANCE 25,791,591.90 Total Fund Equity 25,791,591.90 Total Fund 253: TOTAL ASSETS 26,290,276.74 25,791,591.90 **BEG. FUND BALANCE** + NET OF REVENUES & EXPENDITURES 188,506.71

25,980,098.61

26.290.276.74

310,178.13

= ENDING FUND BALANCE

= TOTAL LIABILITIES AND FUND BALANCE

+ LIABILITIES

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Balance As Of 06/30/2025
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

	,	2025 Amended	YTD Balance	Activity For	Available Balance	% Bdgt
GL Number	Description	Budget	06/30/2025	06/30/2025	06/30/2025	Used
Fund: 251 TIFA A						
Account Category: Revenues						
Department: 735 TIFA A						
251-735-402.000	AD VALOREM	1,144,736.00	752,871.61	0.00	391,864.39	65.77
251-735-412.000	DELINQUENT PERSONAL PROPERTY	1,500.00	0.00	0.00	1,500.00	0.00
251-735-414.000	MTT YE ACCRUAL	(117,442.00)	0.00	0.00	(117,442.00)	0.00
251-735-573.000	LOCAL COMMUNITY STABILIZATION SHARE	213,706.00	0.00	0.00	213,706.00	0.00
251-735-651.400	U&A FEES - ELECTRIC VEHICLE CHARGING	300.00	1,894.38	401.13	(1,594.38)	631.46
251-735-665.000	INTEREST REVENUE	91,513.00	50,594.07	0.00	40,918.93	55.29
251-735-667.000-CHAMBER_3395	BUILDING RENTAL - EXTERNAL	21,912.00 36,409.00	8,980.00	0.00 0.00	12,932.00 18,207.40	40.98 49.99
251-735-667.000-PKSTRUC_3381 251-735-669.001	BUILDING RENTAL - EXTERNAL INTEREST REV EXT MANAGERS	11,539.00	18,201.60 7,549.00	0.00	3,990.00	65.42
251-735-669.001 251-735-674.000-TREELIGHTING	CONTRIBUTIONS/DONATIONS	0.00	100.00	0.00	(100.00)	100.00
Total Dept 735 - TIFA A	CONTRIBUTIONS/ DONATIONS —	1,404,173.00	840,190.66	401.13	563,982.34	59.84
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Revenues		1,404,173.00	840,190.66	401.13	563,982.34	59.84
Account Category: Expenditure Department: 735 TIFA A	25					
251-735-722.000	WORKERS COMPENSATION	92.00	39.00	0.00	53.00	42.39
251-735-729.000	PRINTING	1,500.00	0.00	0.00	1,500.00	0.00
251-735-730.000	POSTAGE	250.00	180.85	0.00	69.15	72.34
251-735-799.000	EQUIPMENT UNDER \$5,000	4,766.00	10,670.00	0.00	(5,904.00)	223.88
251-735-800.199	LANDSCAPE/GEN MAINT	331,853.33	206,625.60	0.00	125,227.73	62.26
251-735-802.000-CHAMBER_3395	CONTRACTED SERVICES	5,000.00	100.00	0.00	4,900.00	2.00
251-735-802.000-THEDEN3388	CONTRACTED SERVICES	5,000.00	380.00	0.00	4,620.00	7.60
251-735-810.000	INVESTMENT MANAGEMENT FEES	420.00	96.03	19.03	323.97	22.86
251-735-817.000	CONSULTANT SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,207.00	283.03	0.00	923.97	23.45
251-735-851.000-THEDEN3388	TELEPHONE	0.00	295.74	0.00	(295.74)	100.00
251-735-885.000	COMMUNITY RELATIONS	3,000.00	0.00	0.00	3,000.00	0.00
251-735-885.000-TREELIGHTING	COMMUNITY RELATIONS	15,000.00	0.00	0.00	15,000.00	0.00
251-735-921.000-CHAMBER_3395	ELECTRIC	2,214.00	940.52	103.54	1,273.48	42.48
251-735-921.000-PKSTRUC_3381	ELECTRIC	25,000.00	13,735.16	937.00	11,264.84	54.94
251-735-921.000-THEDEN3388		2,460.00	339.69	83.25	2,120.31	13.81
251-735-922.000	STREET LIGHTING	48,000.00	32,258.11	10,984.06	15,741.89	67.20
251-735-922.000-RIVERSD_3311		8,000.00	4,210.56	1,021.92	3,789.44	52.63
251-735-922.000-SKATEPRK_202	STREET LIGHTING	300.00	124.65	23.56	175.35	41.55
251-735-923.000-CHAMBER_3395		1,700.00	1,286.60	71.07	413.40	75.68
251-735-923.000-PKSTRUC_3381		250.00	96.32	18.92	153.68	38.53
251-735-923.000-THEDEN3388		2,000.00	982.54	75.65	1,017.46	49.13
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,514.00	537.40	0.00	976.60	35.50
251-735-924.000-THEDEN3388	CABLE TV SERVICES	2,225.00	1,045.68	0.00	1,179.32	47.00
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	32.73	10.91	967.27	3.27
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,100.00	331.50	39.35	3,768.50	8.09
251-735-927.000-PKSTRUC_3381		710.00	46.50	9.30	663.50	6.55
251-735-927.000-RIVERSD_3311	WATER CONSUMPTION	27,800.00	874.48	656.32	26,925.52	3.15
251-735-927.000-RIVERWDS_300	WATER CONSUMPTION	1,200.00	117.81	81.82	1,082.19	9.82
251-735-927.000-THEDEN3388 251-735-929.000	WATER CONSUMPTION	1,000.00 40,000.00	82.44 1,122.83	38.30 127.21	917.56 38,877.17	8.24 2.81
251-735-929.000 251-735-929.000-SKATEPRK_202	IRRIGATION WATER AND MAINT.	0.00	0.59	0.59	(0.59)	100.00
232 133 323.000 SKATELIKK_202	THE STATE OF MALEY AND MAINT.	0.00	0.33	0.33	(0.33)	100.00

Balance As Of 06/30/2025
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

2025 YTD Balance Acti

		2025 Amended	YTD Balance	Activity For	Available Balance	% Bdgt
GL Number	Description	Budget	06/30/2025	06/30/2025	06/30/2025	Used
Fund: 251 TIFA A						
Account Category: Expenditure	es					
Department: 735 TIFA A						
251-735-931.000	BLDG. MAINTENANCE	60,000.00	190.00	0.00	59,810.00	0.32
251-735-931.000-CHAMBER_3395	BLDG. MAINTENANCE	6,253.00	4,626.87	0.00	1,626.13	73.99
251-735-931.000-PKSTRUC_3381	BLDG. MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
251-735-931.000-THEDEN3388	BLDG. MAINTENANCE	4,000.00	0.00	0.00	4,000.00	0.00
251-735-933.000-THEDEN3388	EQUIPMENT MAINTENANCE	0.00	4,709.89	2,155.78	(4,709.89)	100.00
251-735-937.000	PARKING LOT MAINTENANCE	2,500.00	1,200.00	1,200.00	1,300.00	48.00
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	1,000.00	0.00	0.00	1,000.00	0.00
251-735-957.002	LIABILITY INSURANCE	6,715.00	7,953.00	689.00	(1,238.00)	118.44
251-735-959.000	PROPERTY TAXES	1,900.00	273.05	0.00	1,626.95	14.37
251-735-967.100	SITE IMPROVEMENT GRANTS	190,000.00	0.00	0.00	190,000.00	0.00
251-735-984.000	FURNITURE	73,965.64	73,965.64	73,965.64	0.00	100.00
251-735-995.004	ADMINISTRATIVE CHARGES	66,267.00	0.00	0.00	66,267.00	0.00
251-735-995.007	INTERFUND SERVICES	43,110.00	0.00	0.00	43,110.00	0.00
251-735-995.101	TRANSFER TO GENERAL FUND	120,000.00	0.00	0.00	120,000.00	0.00
251-735-995.203-BUTLERROADXX	TRANSFER TO LOCAL STREETS	250,000.00	250,000.00	0.00	0.00	100.00
Total Dept 735 - TIFA A		1,393,271.97	619,754.81	92,312.22	773,517.16	44.48
Expenditures		1,393,271.97	619,754.81	92,312.22	773,517.16	44.48
Fund 251 - TIFA A:						
TOTAL REVENUES		1,404,173.00	840,190.66	401.13	563,982.34	59.84
TOTAL EXPENDITURES		1,393,271.97	619,754.81	92,312.22	773,517.16	44.48
NET OF REVENUES & EXPENDITURE	ES:	10,901.03	220,435.85	(91,911.09)	(209,534.82)	

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 $$\operatorname{Balance}$$ As Of 06/30/2025 $$\operatorname{*NOTE}$:$ Available Balance / Pct Budget does not reflect amounts encumbered.

		2025 Amended	YTD Balance	Activity For	Available Balance	% Bdgt
GL Number	Description	Budget	06/30/2025	06/30/2025	06/30/2025	Used
Fund: 252 TIFA B Account Category: Revenues Department: 736 TIFA B						
252-736-402.000	AD VALOREM	1,730,315.00	1,076,680.55	0.00	653,634.45	62.22
252-736-412.000	DELINQUENT PERSONAL PROPERTY	1,500.00	0.00	0.00	1,500.00	0.00
252-736-414.000	MTT YE ACCRUAL	(7,112.00)	0.00	0.00	(7,112.00)	0.00
252-736-573.000	LOCAL COMMUNITY STABILIZATION SHARE	90,378.00	0.00	0.00	90,378.00	0.00
252-736-665.000	INTEREST REVENUE	224,339.00	124,422.12	0.00	99,916.88	55.46
252-736-669.001	INTEREST REV EXT MANAGERS	320,546.00	210,063.00	0.00	110,483.00	65.53
Total Dept 736 - TIFA B	-	2,359,966.00	1,411,165.67	0.00	948,800.33	59.80
Revenues	-	2,359,966.00	1,411,165.67	0.00	948,800.33	59.80
Account Category: Expenditure	es					
Department: 736 TIFA B						
252-736-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	30,000.00	0.00	0.00	30,000.00	0.00
252-736-800.199	LANDSCAPE/GEN MAINT	6,000.00	0.00	0.00	6,000.00	0.00
252-736-810.000	INVESTMENT MANAGEMENT FEES	6,600.00	2,393.28	528.60	4,206.72	36.26
252-736-885.000	COMMUNITY RELATIONS	16,000.00	5,000.00	0.00	11,000.00	31.25
252-736-901.000	ADVERTISING/MARKETING	1,000.00	0.00	0.00	1,000.00	0.00
252-736-922.000	STREET LIGHTING	11,000.00	5,587.87	690.81	5,412.13	50.80
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	265.75	106.51	39,734.25	0.66
252-736-957.000	MISC/CONTINGENCY	500.00	0.00	0.00	500.00	0.00
252-736-967.100	SITE IMPROVEMENT GRANTS	115,553.08	414,913.08	0.00	(299,360.00)	359.07
252-736-972.000	LAND AND IMPROVEMENTS	1,950,000.00	0.00	0.00	1,950,000.00	0.00
252-736-972.000-EXECUTIVESAD	LAND AND IMPROVEMENTS	506,476.00	0.00	0.00	506,476.00	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	35,150.00	0.00	0.00	35,150.00	0.00
252-736-995.007	INTERFUND SERVICES	30,207.00	0.00	0.00	30,207.00	0.00
252-736-995.101	TRANSFER TO GENERAL FUND	102,263.00	0.00	0.00	102,263.00	0.00
252-736-995.203-EXECUTIVESAD	TRANSFER TO LOCAL STREETS	2,570,000.00	0.00	0.00	2,570,000.00	0.00
252-736-995.301	TRANSFER TO PATROL DEPT	261,044.00	33,031.23	7,183.45	228,012.77	12.65
252-736-995.592	TRANSFER TO WATER & SEWER	280,643.50	0.00	0.00	280,643.50	0.00
Total Dept 736 - TIFA B		5,972,436.58	461,191.21	8,509.37	5,511,245.37	7.72
Expenditures		5,972,436.58	461,191.21	8,509.37	5,511,245.37	7.72
Fund 252 - TIFA B:	-					
TOTAL REVENUES		2,359,966.00	1,411,165.67	0.00	948,800.33	59.80
TOTAL EXPENDITURES		5,972,436.58	461,191.21	8,509.37	5,511,245.37	7.72
NET OF REVENUES & EXPENDITURE	ES:	(3,612,470.58)	949,974.46	(8,509.37)	(4,562,445.04)	

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Balance As of 06/30/2025
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

	,	2025 Amended	YTD Balance	Activity For	Available Balance	% Bdgt
GL Number	Description	Budget	06/30/2025	06/30/2025	06/30/2025	Used
Fund: 253 TIFA D						
Account Category: Revenues						
Department: 737 TIFA D						
253-737-402.000	AD VALOREM	385,204.00	339,736.59	0.00	45,467.41	88.20
253-737-412.000	DELINQUENT PERSONAL PROPERTY	1,000.00	305.35	0.00	694.65	30.54
253-737-414.000	MTT YE ACCRUAL	(80,596.00)	0.00	0.00	(80,596.00)	0.00
253-737-573.000 253-737-651.400	LOCAL COMMUNITY STABILIZATION SHARE	653,253.00 250.00	0.00 830.44	0.00 180.57	653,253.00 (580.44)	0.00 332.18
253-737-665.000	U&A FEES - ELECTRIC VEHICLE CHARGING INTEREST REVENUE	68,149.00	41,181.24	0.00	26,967.76	60.43
253-737-669.001	INTEREST REVENUE INTEREST REV EXT MANAGERS	55,293.00	36,268.00	0.00	19,025.00	65.59
Total Dept 737 - TIFA D	INTEREST REV EXT MANAGERS	1,082,553.00	418,321.62	180.57	664,231.38	38.64
Revenues		1,082,553.00	418,321.62	180.57	664,231.38	38.64
		1,002,333.00	110,521.02	100.37	001,231.30	30.01
Account Category: Expenditure Department: 737 TIFA D	es					
253-737-703.000	WAGES - TEMPORARY & PART-TIME	24,000.00	0.00	0.00	24,000.00	0.00
253-737-705.000	SOCIAL SECURITY	1,836.00	0.00	0.00	1,836.00	0.00
253-737-800.199	LANDSCAPE/GEN MAINT	6,383.00	9,518.90	6,907.00	(3,135.90)	149.13
253-737-810.000	INVESTMENT MANAGEMENT FEES	1,400.00	437.26	91.18	962.74	31.23
253-737-885.000	COMMUNITY RELATIONS	1,750.00	0.00	0.00	1,750.00	0.00
253-737-922.000	STREET LIGHTING	65,000.00	38,828.75	5,645.80	26,171.25	59.74
253-737-927.000	WATER CONSUMPTION	100.00	0.00	0.00	100.00	0.00
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	14.40	2.40	(14.40)	100.00
253-737-927.000-ADMBLDG_1827	WATER CONSUMPTION	6,000.00	628.75	125.75	5,371.25	10.48
253-737-927.000-FIREADM_3410		0.00	139.72	15.92	(139.72)	100.00
253-737-927.000-LIBRARY_3400		4,000.00	729.11	165.02	3,270.89	18.23
253-737-927.000-SEYBURN MNSN	WATER CONSUMPTION	0.00	21.18	21.18	(21.18)	100.00
253-737-927.000-SPORTFD_1800	WATER CONSUMPTION	12,000.00	282.90	152.78	11,717.10	2.36
253-737-929.000	IRRIGATION WATER AND MAINT.	78,000.00	1,429.27	1,403.27	76,570.73	1.83
253-737-931.000	BLDG. MAINTENANCE	35,000.00	0.00	0.00	35,000.00	0.00
253-737-931.000-ADMBLDG_1827 253-737-931.000-COMMCTR_3350	BLDG. MAINTENANCE	216,666.84 40,000.00	177,784.67 0.00	7,329.00 0.00	38,882.17 40,000.00	82.05 0.00
253-737-931.000-COMMCTR_5550 253-737-937.003	BLDG. MAINTENANCE SIDEWALK MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
253-737-957.000	MISC/CONTINGENCY	150.00	0.00	0.00	150.00	0.00
253-737-972.000	LAND AND IMPROVEMENTS	813,727.65	0.00	0.00	813,727.65	0.00
253-737-972.000-CAMPUSSIGNXX		150,000.00	0.00	0.00	150,000.00	0.00
253-737-975.000-FIRE2_1899	BLDG. ADDITIONS & IMPROVEMENTS	35,531.88	0.00	0.00	35,531.88	0.00
253-737-995.004	ADMINISTRATIVE CHARGES	29,764.00	0.00	0.00	29,764.00	0.00
253-737-995.007	INTERFUND SERVICES	14,667.00	0.00	0.00	14,667.00	0.00
Total Dept 737 - TIFA D		1,540,976.37	229,814.91	21,859.30	1,311,161.46	14.91
Expenditures	_	1,540,976.37	229,814.91	21,859.30	1,311,161.46	14.91
Fund 253 - TIFA D:						
TOTAL REVENUES		1,082,553.00	418,321.62	180.57	664,231.38	38.64
TOTAL EXPENDITURES		1,540,976.37	229,814.91	21,859.30	1,311,161.46	14.91
NET OF REVENUES & EXPENDITURE	<u> </u>	(458,423.37)	188,506.71	(21,678.73)	(646,930.08)	
Report Totals:	_					
TOTAL REVENUES - ALL FUNDS		4,846,692.00	2,669,677.95	581.70	2,177,014.05	55.08
		.,0.0,002.00	_,000,000	3020	_,,003	55.50

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Balance As Of 06/30/2025
*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

2025 VTD Balance Activit

		2025 Amended	YTD Balance	Activity For	Available Balance	% Bdgt Used
GL Number	Description	Budget	06/30/2025	06/30/2025	06/30/2025	
TOTAL EXPENDITURES	S - ALL FUNDS	8,906,684.92	1,310,760.93	122,680.89	7,595,923.99	14.72
NET OF REVENUES &	EXPENDITURES:	(4,059,992.92)	1,358,917.02	(122,099.19)	(5,418,909.94)	

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

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

DATE: June 25, 2025

SUBJECT: Appointment of Andrew Hagge as Executive Director of the Tax Increment Finance Authority

INTRODUCTION AND HISTORY

After serving nearly seven years as the Executive Director of the Tax Increment Finance Authority, I will be transitioning out of that role. This transition reflects a thoughtful and strategic succession planning effort that has been underway for some time. For the past year and a half, Andrew Hagge has played an increased role in supporting the Board and the broader responsibilities of the Executive Director role. Mr. Hagge has not only demonstrated great leadership and dedication to the City but also recently completed the Master of Public Administration degree program at Oakland University. I have no doubt that Mr. Hagge will hit the ground running as the Board's new Executive Director.

While I will be transitioning out of the Executive Director role, I will remain with the City in my current role as Assistant City Manager. I am incredibly proud of what the Board has accomplished over the past seven years. Thank you for your continued support.

STAFF RECOMMENDATION

I am recommending that the Board accept my resignation as Executive Director, effective 11:59 p.m. on July 8, 2025, and formally appoint Andrew Hagge as Executive Director.

An appropriate motion is:

Move to accept the resignation of Brandon Skopek as Executive Director of the Auburn Hills Tax Increment Finance Authority effective 11:59 p.m. on July 8, 2025, and appoint Andrew Hagge as the Executive Director of the Auburn Hills Tax Increment Finance Authority effective July 9, 2025.



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

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

City Manager

DATE: July 1, 2025

SUBJECT: City Hall Counter Barrier Project

INTRODUCTION AND HISTORY

The City of Auburn Hills continues to analyze and improve security measures across its facilities. One of the 2024 City Council goals and objectives is to "implement civic center campus security measures to protect employees and the general public." With the help of the Auburn Hills Police Department (AHPD), assessments on current security measures, and existing vulnerabilities are frequently monitored. One recommendation from the AHPD is to install a bulletproof, protective barrier along the City Hall service counter, which stretches along the Assessing, City Clerk, and Finance & Treasury departments.

The total cost to purchase and install a protective barrier at the service counters of the Assessing, City Clerk, and Finance & Treasury departments is \$51,180.00. The vendor for this project is Total Security Solutions (TSS). The Request for Proposals (RFP) was published on MITN (Michigan Inter-governmental Trade Network) on May 7, 2025, making the project available to vendors to potentially bid on. Final bids were due on May 22, 2025. TSS was the only qualified vendor that submitted a bid on the project.

The project involves the installation of a bulletproof, protective barrier across the service counters in the main lobby of City Hall. The project would also include seven (7) total transaction trays (four on the Clerk's and Assessing side and three on the Finance & Treasury side) to allow for the passing back and forth of documents. The project includes two (2) larger passthroughs on each side of the service counter to allow for the exchange of small packages. Additionally, the project contains one (1) horizontal sliding transaction window on the City Clerk side of the counter to allow the City Clerk's Office to address the entire lobby during instances of larger bid openings, for example. Finally, the wood paneling below the service counters will be removed, reinforced with the bulletproof, protective material, then put back in place to resemble the same aesthetic. Once the project has received final approvals, the installation is expected to take between 1 – 2 days. The Auburn Hills DPW would work with the contractor so that the installation period would not impact service to both residents and visitors.

The project, since it involves reshaping the appearance of City Hall, will go to the City Council for approval. To summarize, this project is before the TIFA Board for funding approval. Then, the project will go before the City Council for final project approval.

STAFF RECOMMENDATION

Staff recommends approval of a budget amendment to increase appropriations by \$51,180 within the TIF-D budget, general ledger number 253-737-975.000, for security improvements within City Hall.

Page 2 of 2
City Hall Counter Barrier Project

An appropriate motion is:

Move to award a contract to Total Security Solutions for the installation of a protective barrier in City Hall in an amount not to exceed \$51,180. Furthermore, authorize a budget amendment to increase appropriations by \$51,180 in the 2025 TIF-D budget to provide funding support for the installation of the Counter Barrier Project. Approval shall be contingent upon the City Council's authorization to conduct this work.



Request For Proposals

BID ID: RFP-CAH-Counter Barrier 5-25

BID NAME: CITY HALL COUNTER BARRIER

ITEM: CONSTRUCTION SERVICES

DUE DATE: May 22, 2025

IMPORTANT DATES
05/07/25 WED Bid Posting
05/22/25 THUR Bid Opening

The City of Auburn Hills is seeking proposals from qualified contractors to install a bulletproof, protective barrier at the service counters of the Assessing, City Clerk's, Finance and Treasury departments, which are located in the Auburn Hills City Hall at 1827 N. Squirrel Road, Auburn Hills, MI 48326.

Sealed proposals will be accepted by the City Clerk until <u>May 22nd, at 10:00 am (local time)</u>. Request For Proposal's will be opened at that time in the lobby of the City Clerk's office at 1827 N. Squirrel, Auburn Hills MI 48326, and read aloud.

Proposals shall only be considered if they are received prior to the specified time of opening as designated on the Proposal form. **NO LATE PROPOSALS WILL BE ACCEPTED.** Proposals are considered received when date stamped by the office of the City Clerk.

PREPARATION OF PROPOSAL

Bidders must attend a **MANDATORY PRE-BID MEETING** prior to submitting a bid on May 22nd. Bids will not be accepted by anyone who did not attend a pre-bid meeting. A similar version of this RFP, containing the same scope of services and specifications, was posted on March 24, 2025. That version of the RFP contained a scheduled, mandatory pre-bid meeting on April 10, 2025. The vendors that attended the April 10, 2025 mandatory pre-bid meeting are exempt from attending another mandatory pre-bid meeting. Any vendor wishing to submit a bid for this project that did NOT attend the pre-bid meeting on April 10, 2025, must schedule a pre-bid meeting prior to submitting a bid on May 22, 2025. To schedule a pre-bid meeting, contact Andrew Hagge, Assistant to the City Manager, at either ahagge@auburnhills.org or at 248-364-6804. Pre-bid meetings can only take place between Monday, May 12th and Friday, May 16th between the hours of 8:00 AM and 5:00 PM.

Each bidder shall furnish all information required on the Proposal Form. Erasures or other changes must be initialed by the person signing the bid form. Any costs associated with the preparation of a proposal will be borne solely by the vendor submitting a proposal.

If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Andrew Hagge, ahagge@auburnhills.org.

SUBMISSION OF PROPOSALS

All proposals shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Bidder's Name
Bidder's Full Street Address
5-25
RFP-CAH-Counter Barrier



Failure to do so may result in a premature opening of or failure to open such proposal. All proposals must be hand delivered or mailed to:

Auburn Hills City Clerk's Office 1827 N. Squirrel Road Auburn Hills, MI 48326

Bidders are responsible for submitting proposals before the stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.

Any proposal may be withdrawn by giving written notice to the Clerk's Office before the stated closing time. After the closing time stated, no proposal may be withdrawn or canceled for a period of one hundred and eighty (180) days after said closing time.

Insurance requirements for work on or within city property/facilities

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:

General Liability (affording coverage not less than ISO Commercial General Liability coverage form):

Check mark indicating occurrence as opposed to claims made form Limits of Liability: \$1,000,000 each occurrence \$2,000,000 general and products-completed operations aggregates Personal Injury \$2,000,000 aggregate

Automobile Liability:

Check mark indicating coverage as to any automobile Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded Limits of Liability: \$1,000,000 combined single limit

Commercial Umbrella of at least \$4,000,000.

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.

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.



The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

1. Owner's and Contractor's Protective Liability (__X___) If checked, this is required by City

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.

2. Workers Compensation (__X___) If checked, this is required by City

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. Professional Liability (__X____) If checked, this is required by City.

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,)

4. The Contractor shall procure and maintain during the life of the Contract.

- a. Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third-party liability. () If checked, this is required by the City. Required if the contractor is providing computer/data services and/or has access to private City data.
- b. Employee dishonesty coverage with limits of at least \$1,000,000 including third party endorsement.

5. Certificate 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:

Office of the City Clerk City of Auburn Hills 1827 N. Squirrel Road Auburn Hills, MI 48326

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.

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.

8. General Information:

The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the city.

All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Auburn Hills, except as provided by law. All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications,



when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm.

All supporting documentation shall become the property of the City of Auburn Hills unless requested otherwise at the time of submission.

The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The city cannot promise, warrant, or guarantee confidentiality nor will the information presented be exempt from disclosure under the FOIA. The city may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Auburn Hills.

Any deviation from the Auburn Hills specifications must be noted in the proposal.

Sub-Contractors Insurance Requirements

If approval is granted by the City of Auburn Hills for Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in Sections 1 through 4 of the requirements.

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.

Hold Harmless Agreement

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Auburn Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Auburn Hills against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Auburn Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Auburn Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Bid Bond

A bid bond will not be required for this bid.

Contractor Qualifications

The City of Auburn Hills intends to award this contract to a qualified Contractor that is fully capable of completing the work in a timely and professional manner. To be a qualified bidder, the proposal must be accompanied by a list of at least three local, comparable installations made within the last twelve months. Contractors are encouraged to include background information about their firm that would demonstrate that they are well qualified to perform the work. The city may, in its sole judgement, consider the reputation of a firm to ensure the services provided will be of high quality.



General Specifications

The Contractor must conform to all Federal, State, and Local Labor Laws.

All bidders must attend a mandatory pre-bid meeting. The contractor's proposal price shall be all inclusive. Contractor should include all labor, materials and equipment required for complete installation.

The Contractor shall maintain a safe and professional work site. All debris shall be removed at the end of each workday and kept under control during installation operations. City staff is willing to work with the successful vendor on an appropriate/efficient hours of operation plan that may include working earlier than 8:00 AM, working later than 5:00 PM, and potentially working during the weekend while City Hall is closed to visitors.

Smoking and vaping are prohibited on the city's municipal campus.

Scope of Services

The City of Auburn Hills is seeking proposals from qualified contractors to install a bulletproof, protective barrier at the service counters of the Assessing, City Clerk, Finance and Treasury departments, which are located in the Auburn Hills City Hall at 1827 N. Squirrel Road, Auburn Hills, MI 48326.

- The successful vendor will furnish and install a tested and rated UL 752 Level 3 protective barrier above the service counter across the listed departments.
- The successful vendor will furnish and install UL 752 Level 3 ballistic wall panels beneath the counter in an effort to reinforce the existing paneling below the counter.

Additional Considerations

- The protective barrier must be accommodating for both city staff and City Hall visitors, allowing for ease of communication and efficient service delivery.
 - While not required, city staff are aware of the vertical baffle teller line as a method that would accomplish the goals in the above bullet point.
- Across the four listed departments, for which this protective barrier will span, the successful vendor will need to furnish and install seven (7) counter mount trays with the approximate dimensions of
- 16" x 10" x 2". In addition to the seven (7) trays, each side of the counter should contain one (1) installation device to accept smaller packages.
- The City Clerk side of the counter often makes announcements to the larger lobby during the bid opening process. The installation of the project will need to include an accommodation for the City Clerk to easily communicate with the entire lobby. A sliding barrier to allow for easy communication with the entire lobby may accomplish this goal.

The contractor will be responsible for all aspects of construction from start to finish. While every detail may not be listed in the packet, it is expected that a qualified contractor will reasonably know what is needed to complete this project, and will include all necessary materials, labor, and services to produce a completed project.

Any permits needed from the City of Auburn Hills will be the responsibility of the contractor, however, fees for city permits will be waived.



Preparation of Proposal

Qualified vendors are invited to deliver proposals in accordance with the specifications laid out in this RFP. The successful vendor will feature costs that list the below project aspects as well as a total project cost. There does NOT exist a standard proposal form, however a successful bid proposal will feature illustrations and designs of the final protective barrier product as well as three references with full contact information for similar work performed.

- Cost for Protective Barrier Assessing & City Clerk Counter
- Cost for Protective Barrier Finance & Treasury Counter
- Cost for Wall Reinforcement
- Total Project Cost

Contract Award

The City of Auburn Hills reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in any proposal or the bid process. The competency and responsibility of all bidders shall take into consideration in the award of the contract for this work. If bidders are unknown to the City of Auburn Hills, or their competency questioned, it shall be understood that they will, upon request, file with the City of Auburn Hills reliable data and references for investigation. The City may make such an investigation as it deems necessary to determine the ability of the bidder to perform the work. The City reserves the right to award the contract to the bidder offering the best value, but not necessarily to the one submitting the lowest price. The City of Auburn Hills reserves the right to accept whole or part of a proposal. Selected contractors are expected to provide reasonable and professional communications and cooperation between the trades.

Variations of Materials Specified

No variations will be permitted unless so authorized by the city in writing.

Guarantee

The successful bidder must guarantee the installation for a period of not less than 12 months against defects of materials or workmanship or manufacture warranty. This guarantee shall be dated from the time of acceptance of the work and receipt of final payment. The successful bidder shall replace or correct any work proved to be defective (except when it is clearly shown that the defects are caused by misuse) immediately upon notifications in writing without expense to the City.

Delivery

The City will work with the contractor to establish a mutually agreeable timetable regarding completion of the project.







RFP-CAH-Counter Barrier 4-25 City Hall Counter Barrier

ADDENDUM

Accepting Packages:

The current RFP for the Protective Barrier project currently calls for seven (7) total trays in which city staff and visitors can exchange documents. That aspect remains unchanged.

In addition to the seven (7) trays, each side of the counter should contain one (1) installation device to accept smaller packages. The total Protective Barrier project now calls for two (2) devices to accept small packages, one on each side of the counter.

Making Announcements to the Lobby:

The City Clerk side of the counter often makes announcements to the larger lobby during the bid opening process. The installation of the project will need to include an accommodation for the City Clerk to easily communicate with the lobby.

As discussed during the mandatory pre-bid meeting, a sliding barrier to allow for easy communication with the entire lobby may accomplish this goal.

Working Hours:

The original RFP stated that working hours are between 8:00 AM and 5:00 PM, Monday through Friday. This has been changed for both the benefit of the contractor, the city, and visitors.

City staff will be willing to work with the successful contractor/vendor on an hours of operation plan that may include working earlier than 8:00 AM, working later than 5:00 PM, and potentially working during the weekend while City Hall is closed to visitors.



PROJECT PROPOSAL: Auburn Hills - City Hall

Customer: Auburn Hills

Street:

1827 North Squirrel Road

City:

Auburn Hills

State:

MI

Zip:

48326

Country:

United States

Ship to Company: Auburn Hills

Ship to Street:

1827 N. Squirell Road

Ship to City:

Auburn Hills

Ship to State:

МІ

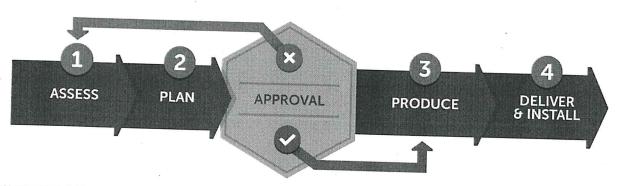
Ship to Zip:

48326

Country:

United States

OUR PROVEN PROCESS



OUR GUIDING PRINCIPLES

Customer Experience – We deliver an outstanding customer experience on every project.

Customization – We solve security problems and provide innovative, customized solutions.

Speed – We deliver bulletproof barrier systems in as little as four weeks using state of the art equipment and highly-trained craftsmen.

Proposal Number: 17684 Project: <u>Auburn Hills - City Hall</u> Date: 5/19/2025 Expires: 60 days



SUMMARY: SCOPE OF WORK

During our initial conversations, we have determined that the main objectives of this project are:

<u>Protective Barrier - Assessing & City Clerk Counter</u> (Break-Out Pricing: \$ 26,089.00)

Furnish And Install To UL 752 Level 3 Standards - 1 1/4" LP1250 BR Laminated Polycarbonate Acrylic Glazing Fabricated Into Bullet Resistant Barrier System Using Clear Satin or Dark Bronze Anodized Aluminum U-Channel And 2pc. Top Attachment Framing System.

Quantity/Unit Size:

(1) Overall Dimensions - 212 3/8" x 59 15/16" (Divided Into (4) Transaction Openings).

Features: (3) Baffle Transaction Sections with (3) Stainless Steel Counter Mounted Deal Trays with Level 3 Bullet Trap (16" x 10" x 2"), (1) LP1250 BR Interlocking Pacakage Passer (18" x 18" x 18"), and (1) Horizontal Sliding Transaction Window with Horizontal Sliding Transaction Window Hardware Kit (Slider Track, Rollers, Trim Handle, Valance, and Plunge Lock).

Note: Re-Using Existing Countertop.

Protective Barrier - Finance & Treasury (Break-Out Pricing: \$ 26,113.00)

Furnish And Install To UL 752 Level 3 Standards - 1 1/4" LP1250 BR Laminated Polycarbonate Acrylic Glazing Fabricated Into Bullet Resistant Baffle Barrier System Using Clear Satin or Dark Bronze Anodized Aluminum U-Channel And 2pc. Top Attachment Framing System.

Quantity/Unit Size:

(1) Overall Dimensions - 175 5/8" x 59 1/2" (Divided Into (3) Transaction Openings).

Features: (3) Baffle Transaction Sections with (3) Stainless Steel Counter Mounted Deal Trays with Level 3 Bullet Trap (16" \times 10" \times 2") and (1) LP1250 BR Interlocking Pacakage Passer (18" \times 18" \times 18"). Note: Re-Using Existing Countertop.

Protective Barrier - Wall Reinforcement (Break-Out Pricing: \$ 9,460.00)

Furnish And Install To UL 752 Level 3 Standards - 1/2" BB-3 Bullet Resistant Fiberglass Opaque Armor Finished In A Feux Wood Wilsonart Plastic Laminate (BB-3 Install From Floor To Bottom-Side Of Solid Surface Countertop.

Proposal Number: <u>17684</u>
Project: <u>Auburn Hills - City Hall</u>
Date: <u>5/19/2025</u> Expires: <u>60 days</u>

TOTAL SECURITY SOLUTIONS

Quantity/Unit Size:

Assessing & City Clerk Counter

(1) Overall Dimensions - 212 3/8" x 40"

Finance & Treasury

(1) Overall Dimensions - 175 5/8" x 41"

Project Includes:

TSS Field Measure and Site Assessment, TSS Tear-Out and Disposal, TSS Installation, Submittal Drawings, Product Samples, Test Reports, Data and Product Sheets, Crate and Freight.

Total Due does NOT include Sales Tax, if applicable.

Note: This Quote Shall Remain In Effect for (60) Days, Total Security Solutions Reserves The Right To Review and Update All Pricing Associated with this Quote to Reflect Current Market Conditions Prior To NTP, LOI, and Total Security Solutions Fabrication Process.

Proposal Number: 17684

Project: Auburn Hills - City Hall

Date: 5/19/2025 Expires: 60 days



PROPOSAL SUMMARY

Acknowledgment of acceptance on Customer Acceptance Form means that prices, specification and conditions listed are satisfactory and herby accepted. Options and alternatives accepted or declined will be added or removed from scope as indicated. Payment terms are fixed as provided in the quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the proposal, or any other document included with the agreement. This quote shall remain in effect for 60 days from date created. Customer is responsible for payment of state taxes.

Subtotal: \$51,180.00

Tax

Total Due: \$51,180.00

Payment Terms: 50% Down/Bal. Due Prior to Install

QUALIFICATIONS AND EXCLUSIONS

- Structural calculations not included.
- Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
- Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
- Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
- Warranty is from 1-year of ship date or installation (if noted). For all orders where TSS furnishes material only, warranty covers cost of replacement material only.
- 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
- Total Security Solutions will not pay for liquated damages for failure to meet customer's delivery or construction schedules.
- In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.
- Paint, anodized & veneers finishes not included in the above scope are subject to price review and/or change order.

Proposal Number: <u>17684</u>
Project: <u>Auburn Hills - City Hall</u>
Date: <u>5/19/2025</u> Expires: <u>60 days</u>



CUSTOMER ACCEPTANCE FORM

Signature of purchaser below represents Purchaser personally (a) has read, understands, and agrees with the terms herein, (b) is holding him or herself out to be authorized to bind his or her company or organization to the terms herein, (c) and that herein expressed.

Signature:		
Printed Name:		•
Title:		
Company:		
Date:		
Material Need	by Date:	* SUBJECT TO TSS APPROVAL
	:	TO DO LOT TO 133 APPROVAL
	r Number:	
	* DOES NOT INCLUDE SALES TAX UNLESS SPI	ECIFIED
	es / No (if yes, attach copy of Tax Exempt Ce	
	50% Down/Bal. Due Prior to Install	
		8
Bill to Name:	Auburn Hills	
Bill to Address:	1827 North Squirrel Road	
Bill to City:	Auburn Hills	
Bill to State:	MI	
Bill to Zip:	48326	
Bill to Country:	United States	



SALES TERMS AND CONDITIONS

Terms contrary or inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

- 1. PRICES: Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.
- 2. ORDERS: Orders, Contracts are considered FINAL upon receipt of a signed proposal, or full payment.
- CANCELLATIONS: Any Order canceled after receipt of a deposit and no work has been performed will be subject to a \$500.00 administrative
 fee. For all other Orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all specialorder material.
- 4. PAYMENT: Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc. proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection.
- 5. CREDIT CARDS: We accept Visa, MasterCard, Discover and American Express. A convenience fee of 4% is applied to credit card payments and is due at time of payment.
- 6. **CHECKS**: Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$35.00 and payment must be made via wire transfer or cashier's check within 7 seven days or be placed in collection.
- 7. QUOTATIONS: All quotes are valid for 60 days from date of quotation unless otherwise stated. TSS reserves the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, Broker or Banking Fees.
- 8. INTERNATIONAL ORDERS: TSS will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your Order, and, we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.
- 9. TAXES: Unless otherwise noted, taxes are an additional cost. If you are tax exempt please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties and interest.
- 10. SHIPPING: All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. TSS does our best to get you the best Freight Rate available and ship to the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, re-consignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.
- 11. SHIPPING CLAIMS: The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the Bill of Lading at the time of delivery. If goods are damaged pictures must be taken of all damaged material, including crate and sent to TSS. TSS should be contacted immediately. TSS assumes no responsibility for delays in shipping. Claims for inaccurate order filing or concealed damage must be made in writing within 5 days of material receipt.
- 12. SPECIAL ORDERS: Items that are non-stocked, custom ordered and/or fabricated just for you are non-cancellable and non-returnable for any reason. Items ordered in unusually large quantities are also non-cancellable and non-returnable.
- 13. RETURNED GOODS: Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. Important Items shipped without an RMA number will not be considered for credit.
- 14. **CLEANING**: The customer is responsible to clean glazing products with the correct cleansers. It is the customers' responsibility to review and understand the cleaning directions completely prior to first unsupervised cleaning. It is the customer's responsibility to share the cleaning information with the correct channels to mitigate any damages. The customers will utilize the provided cleaning materials from TSS, and/or approved alternates from cleaning directions ONLY.
- 15. MANUFACTURERS WARRANTY: TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, liquidated damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.
- 16. HOLD-TO DIMENSIONS: In the event that hold-to dimensions are approved by the customer and utilized for manufacturing, TSS takes no liability on the sizing of the finished product vs the actual opening sizes. Unless fabricated sizes differ from approved drawings.

PRODUCT DATA SHEET



TSS 003 LAMINATED POLYCARBONATE 1-1/4" POLY/ACRYLIC

MODEL#: 0-GLZ-PLY-1005-P

PRODUCT LINE: GLAZING

DESCRIPTION

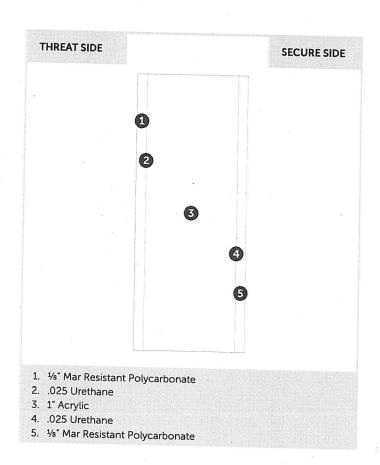
Laminated Polycarbonate is a high-performance ballistic material composed of a durable acrylic core sandwiched between two 1/8" abrasion-resistant polycarbonate sheets. These outer layers are treated with a specialized coating that enhances resistance to scratches, solvents, weathering, and UV radiation, ensuring long-lasting protection and durability against various forms of physical attack.

RATINGS

- U.L. 752 Levels 3
- NIJ STD-0108.01 Level IIIA

STANDARDS

- UL 752 Standard for Bullet Resistant Materials
- ANSI Z97.1 Safety Glazing Materials for Buildings
- ASTM C1036 Standard Specification for Flat Glass
- ASTM C1172 Standard Specification for Laminated Architectural Flat Glass
- ASTM C1349 Standard Specification for Architectural Flat Glass Clad Polycarbonate



PROPERTIES

Nominal Thickness	11/4"
Thickness Tolerance	±½/16"
Weight	8.1 lbs/sqft
Maximum Size	6' x 10'
Dimensional Tolerance	±½16"
Light Transmittance	77%
U-Value	0.55
SHGC	0.74

BID ITEM: City Hall Counter Barrier

BID OPENING DATE: May 22, 2025

BID OPENING TIME: 10:00 AM

ELECTRONIC BIDS ACCEPTE[Hard Copy Only

ATTENDED BY: Hagge, Klassen



COMPANY NAME	ADDRESS	Cost for Protective Barrier - Assessing & City Clerk Counter	Cost for Protective Barrier - Finance & Treasury Counter	Cost for Wall Reinforcement	Total Project Cost
Total Security Solutions	935 Garden Lane, Fowlerville, MI	\$26,089.00	\$26,113.00	\$9,460.00	\$51,180.00



Mailboxes have been checked for bids that may have been mailed in



Were electronic bids allowed. If so, was BidNet checked for received bids

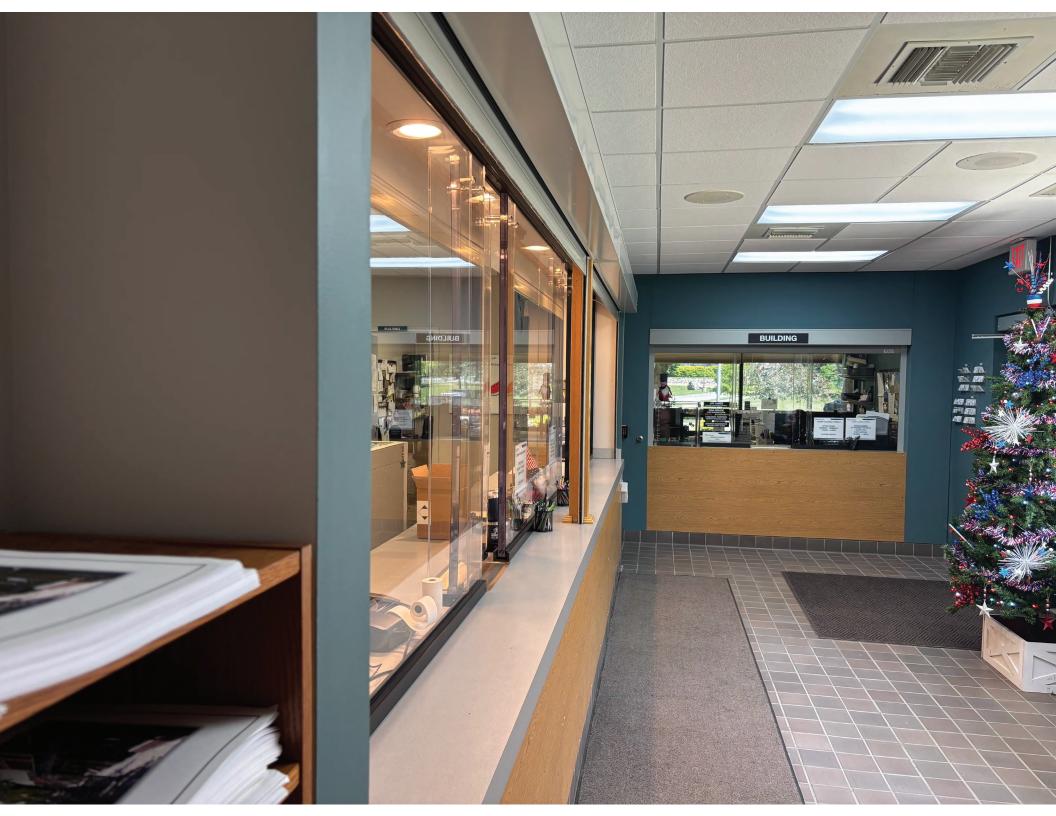
also send results to:

Brandon, Tim













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

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

City Manager

DATE: July 1, 2025

SUBJECT: Chamber of Commerce Lease Agreement Renewal

INTRODUCTION AND HISTORY

This is a request to renew the lease agreement between the Auburn Hills Chamber of Commerce and TIFA for the Chamber's use of the TIFA owned office space at 3395 Auburn Road, Suite A. The Auburn Hills Chamber of Commerce has had a Lease Agreement with the Auburn Hills Tax Increment Finance Authority since 2010. The lease was last renewed for three years in 2022 and expires July 31, 2025. Since that time, the Chamber has paid monthly installments of \$1,660 for 2022/23, \$1,727 for 2023/24, and \$1,796 for 2024/25. Each year, a 4% increase has been applied.

Staff has been working with the Chamber of Commerce Board of Directors to negotiate a mutually agreeable monthly lease rate. The monthly installment covers routine maintenance and upkeep of the facility. Larger projects at the facility have been planned as budgetary items. Attached for your review is the original lease agreement entered into in 2010 and the proposed fifth amendment to the lease agreement. This proposal recommends a 41-month term with an annual increase of 4% each year, compared to the previously approved 36-month terms. This change from previous renewals is intended to align the lease expiration with the end of the calendar year, simplifying budgeting and administrative functions.

PROPOSAL

This proposal continues the annual 4% increase over the course of approx. 3.5 years; from 2025 through 2028:

- For the period of August 1, 2025 through July 31, 2026, the monthly lease shall be \$1,868; \$15.81/sf annually
- For the period of August 1, 2026 through July 31, 2027, the monthly lease shall be \$1,943; \$16.44/sf annually
- For the period of August 1, 2027 through December 31, 2028, the monthly lease shall be \$2,020; \$17.09/sf annually

STAFF RECOMMENDATION

Staff recommends approval of the amendment to the lease agreement.

An appropriate motion is:

Move to adopt the attached resolution renewing the lease agreement between the Auburn Hills Tax Increment Finance Authority and the Auburn Hills Chamber of Commerce for a period of 41 months.

COMMERCIAL GROSS LEASE AGREEMENT

This Commercial Gross Lease Agreement ("Lease") is made and effective August 1, 2010, by and between the Auburn Hills Tax Increment Finance Authority, a Michigan Municipal Corporation, ("Landlord") and the Auburn Hills Chamber of Commerce, a Michigan non-profit ("Tenant").

Landlord is the owner of land and improvements known and numbered as Unit 12 of Astoria Park, commonly known as 3395 Auburn Road, Suite A, (the "Downtown Office")

Landlord makes available for lease a portion of the office space designated as the three offices along the west wall of the office condominium suite, (the "Leased Premises"). Such space is designated non-smoking and contains a portion of the total of approximately 1,418 square feet available in the office condominium. Specifically, these three offices are for the sole and exclusive use by the Tenant. The space identified as the first office on the right with double doors, shall be utilized by the Landlord and Tenant as "shared" space, to be operated as a conference room. The Tenant and Landlord shall also share common areas such as the main hallway in the office, the kitchenette area, and the unisex restroom.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed:

1. **Term**.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning August 1, 2010 until midnight on July 31, 2013, unless otherwise terminated as defined in Section 21 herein. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay at the rate of 1/30th per day of the monthly lease rate. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may, at its option, renew the Lease for up to three (3) additional one year terms, with lease rates to be negotiated from year to year. Tenant shall exercise such renewal options, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term and annually thereafter with each one-year renewal. The renewal terms

shall be at the rental rate negotiated and agreed upon by the parties and otherwise upon the same covenants, conditions and provisions as provided in this Lease; again, subject to termination as defined in Section 21.

2. Rental.

- A. Tenant shall pay to Landlord during the Initial Term rent of Twelve Thousand Dollars (\$12,000.00) per year, payable in installments of One Thousand Dollars (\$1,000.00) per month for the first thirty-six months. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord, made payable to the Auburn Hills Tax Increment Finance Authority and paid at the City Treasurer's Office, 1827 North Squirrel Road, Auburn Hills, MI 48326 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. The rent for any renewal lease term, if created as permitted under this Lease, shall be as negotiated and shall only be extended with binding approvals from the Auburn Hills Chamber of Commerce Board of Directors and the Auburn Hills Tax Increment Finance Authority Board of Directors and/or Auburn Hills City Council. The provision to renegotiate does not guarantee availability of lease space during these extension terms should the Landlord elect the option to terminate the lease under Section 21.
- C. During the initial term of the lease, the Chamber of Commerce shall provide to the City of Auburn Hills on a complimentary basis, full membership to the Chamber of Commerce with all rights and privileges as if such membership were paid in full. Same shall occur for all subsequent renewal terms.

3. <u>Use</u>.

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. In addition, the tenant shall only use the leased premises for purposes that comply with the condominium association master deed and bylaws as well as all applicable laws. The established use is for the general office operation of the activities associated with the conduct of business of the Auburn Hills Chamber of Commerce, defined as a typical professional office operation with no greater intensity.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent. Such consent is at the sole discretion of the Landlord. Landlord shall not permit activities related to the operation of any other endeavor than that specifically related to the business of the Chamber of Commerce, anywhere on or around the leased premises at any time during the initial term or any subsequent extensions to the lease.

Tenant and Landlord understand that the common areas within the office condo; including hallway, kitchen and storage space at rear of office, and restroom are shared areas that may be utilized by each other's staff and guests. Furthermore, it is understood that the shared conference room may also be utilized by each other's staffs and invitees, so long as invitees are in compliance with the paragraph above.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine maintenance and repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all real property taxes that may become due during the Lease term on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises. Tenant shall maintain in full force and effect, during the period of the initial term and any subsequent renewal term(s), insurances equal to those found and attached hereto, naming the City of Auburn Hills and Auburn Hills Tax Increment Finance Authority as additional insured's. Failure to maintain the stated coverage during the lease term shall render this agreement null and void as if such termination was in effect on the day in which insurance coverage was found to be delinquent. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

As this is a gross lease, Tenant's lease payments shall include utilities (gas, electric, water and sanitary sewer) charges. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants/occupants. The installation and equipment related to cable, internet, telephone and the like, along with their ongoing service charges, maintenance and repairs, are at the expense of the Tenant for the space that they occupy.

10. <u>Signs</u>.

Tenant shall be permitted to affix a sign above the front door area in compliance with the rules, regulations, and/or ordinances as set forth by the Auburn Hills Community Development Department. A sign located in the general location above the public sidewalk shall be permitted and consistent with the City's downtown standards and shall be designed to complement the sign for the City's downtown office. The size, color, design and location shall require pre-approval by the Auburn Hills Building Department.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises. Tenant's regular access shall be through the designated exterior entry door(s) specific to its lease space, and tenant shall have no right, access or use of any common areas of the building or any other space within the development except for those provided under this lease. Tenant shall be given keys that are specific to the exterior door(s) and do not permit entry into any other part of the building. The Landlord will also retain the same key for its access under the terms of this agreement. Should the Tenant elect to re-key interior doors for its purposes, Tenant shall provide such keys to the Landlord immediately.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord, condominium association, or the City of Auburn Hills. Tenant shall make reasonable efforts to park in a location that allows visitors to the leased premises and the downtown office access to the spaces most closely located to the front entrance to the office.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord and/or the condominium association from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the

Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease, subject to the activities as permitted by the condominium association.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Leasehold Improvements.

- A. The Landlord, prior to initial occupancy by the Tenant, shall improve the premises to include the repair of all walls and ceilings to an acceptable standard, including new paint on all paintable surfaces. New carpeting and/or floor covering throughout the suite is specifically excluded. Additional minor improvements to the premises at the Landlord's sole discretion may be undertaken prior to occupancy, and shall insure that all components of the lease space are in proper working order.
- B. All new furniture purchased and installed by the Landlord at the start of the lease shall be maintained, repaired, and future replacement made at the expense of the Tenant. The only exception is when such repair or replacement falls within provisions of the product warranties under which circumstance the Tenant shall pay the cost of any service calls, deductibles, or any other fees and costs associated with the furniture repair and/or replacement outside of warranty coverage. Until such time it may be necessary for the Tenant to replace the furniture, it shall remain under the ownership of the Landlord.

19. Security Deposit.

There shall be no required Security Deposit.

20. Notice.

Any notice or correspondence required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Auburn Hills Tax Increment Finance Authority 1827 North Squirrel Road Auburn Hills, Michigan 48326

If to Tenant to:

Auburn Hills Chamber of Commerce 3395 Auburn Road, Suite A Auburn Hills, MI 48326

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Termination.

Notwithstanding any provision contained herein, the Tax Increment Finance Authority and/or City of Auburn Hills, or the Chamber of Commerce, shall have the right, at its sole discretion, to terminate the lease at any time whatsoever for any reason, during any period of the initial term or any subsequent renewal term(s), provided the Tenant or Landlord is given ninety (90) days notice. Under such termination, rent shall be paid up to and including the last date the premises is occupied by the Tenant's employees and/or its personal property, and no further obligation for rent shall be due and owing beyond that date and for the remainder of the lease term. This termination provision shall remain primary to all other lease termination provisions contained herein.

22. Maintenance.

General housekeeping services shall be provided by the Landlord once per week. Such light cleaning services shall include general vacuuming, dusting, cleaning of restroom, emptying of trash, and other select cleaning as deemed necessary by Landlord's staff. All common area maintenance shall be performed in accordance with the condominium association regulations and includes parking lot and sidewalk snow removal and de-icing, lawn maintenance and lighting.

23. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors**.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to eight percent (8%) per annum. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

27. **Compliance with Law**.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises; and shall be administered and operate under the laws of the State of Michigan.

28. Final/Entire Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement, including all attachments hereto, contains the entire agreement between the parties and all negotiations and agreements are merged herein. Further, the Tenant understands and agrees that no employee or agent of the City has the authority to promise or grant to the Tenant any other rights, conditions, benefits or services which are not specifically provided herein.

29. **Specific Lease Space Exclusions**.

Deductions have been specifically made for space within the suite that contains information technology equipment and mechanical equipment. These two spaces will, from time to time, be accessed by City personnel for the purposes of maintenance, monitoring and replacement. These spaces are "off limits" and not to be accessed by Tenant's personnel.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written. By affixing signatures below, the Landlord and Tenant represent that these individuals are duly authorized to bind the parties to the terms and conditions contained herein and to act on behalf of their representative entities.

ON BEHALF OF THE LANDLORD Auburn Hills Tax Increment Finance Authority

Thomas A. Panghe	7/22/10
Thomas A. Tanghe	Today's Date
Its: Executive Director	
Can O/-	7/22/10
Witness	Today's Date
ON BEHALF OF THE TENANT Auburn Hills Chamber of Commerce	
Nollan	(Jaly 21, 3010
Neal J.Searle	Today's Date
Its: Chairmàn of the Board	
MEM	7/21/10
Witness Michael T. Paldwell	Today's Date

AMENDMENT TO COMMERCIAL GROSS LEASE BY AND BETWEEN THE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY and THE AUBURN HILLS CHAMBER OF COMMERCE

WHEREAS, the Auburn Hills Tax Increment Finance Authority is the owner of the office condominium located at 3395 Auburn Road, Suite A; and

WHEREAS, the Auburn Hills Chamber of Commerce leases a portion of that space in accordance with a lease dated August 1, 2010; and

WHEREAS. the parties to the lease have herein by mutual agreement, determined that a modification to the Agreement is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to utilize additional shared space; and

WHEREAS, the Landlord, Auburn Hills Tax Increment Finance Authority, is granting further use of space currently exclusively utilized by the City and TIFA as space to be shared with the Chamber on a limited basis at no additional cost to the Chamber, as follows:

- The office located on the right side of the hallway next to the Conference Room may be utilized on a daily basis by the Chamber without exclusivity or permanency of technology installations or other furnishings or supplies.
- The space, at a moment's notice, shall be relinquished to any member of the City or TIFA staff when and as needed.
- During events hosted and/or sponsored by the City and/or TIFA, their staffs may need extended access to the space not only as office use, but also for storage and staging of supplies and equipment, during which time access by Chamber staff shall be limited or denied.
- The TIFA, as Landlord, may completely discontinue this arrangement with a 30day notice to Tenant.

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms as set forth above and said terms shall run with the remaining initial term of the lease, that which expires on July 31, 2013.

BE IT FURTHER RESOLVED that continued use of the additional space described herein shall be the subject of negotiation for any renewal terms negotiated by and between the parties hereto.

Signed on this, the 23rd day of November, 2011.

ON BEHALF OF THE Auburn Hills Chamber of Commerce ON BEHALF OF THE

Auburn Hills Tax Increment Finance Authority

Denise Asker

Executive Director

Its:

Thomas A. Tanghe

Its: **Executive Director**

Bv:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 12/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:		
Professional Concep	ts Insurance Agency, Inc.	PHONE (A/C, No, Ext): (800) 969-4041	FAX (A/C, No): (800) 9	69-4081
1127 South Old US H	ighway 23	E-MAIL ADDRESS: certs@pciaonline.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
Brighton	MI 48114-9861	INSURER A: Phoenix Insurance Co.		
INSURED		INSURER B: Travelers Prop & Casual	ty Co.	
Orchard Hiltz & McC	liment Inc.	INSURER C: Travelers Idemnity Co.		
34000 Plymouth Road		INSURER D: Travelers Cas & Surety	Co.	
		INSURER E:XL Specialty Ins. Co.		37885
Livonia	MI 48150	INSURER F:		

COVERAGES CERTIFICATE NUMBER:11 / 12 All

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	× × × × × × × ×
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY			-	re-		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	CLAIMS-MADE X OCCUR	1000			66 × 1	Part of State	MED EXP (Any one person)	\$	5,000
	X x,c,u	·	4.5	6801B48177A	12/01/2011	12/01/2012	PERSONAL & ADV INJURY	\$	1,000,000
	X Contractual Liability	5 5 T					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			1 7			PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY X PRO-						0	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO					*	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			BA1B284761	12/01/2011	12/01/2012	BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
1								\$	
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
С	EXCESS LIAB CLAIMS-MADE			CUP001B490937	12/01/2011	12/01/2012	AGGREGATE	\$	5,000,000
	DED X RETENTION\$ 10,000							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$	1,000,000
D	(Mandatory in NH)			UB3824T093	12/01/2011	12/01/2012	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Professional Liability			DPR9695633	12/1/2011	12/1/2012	Per Claim	\$	2,000,000
							Aggregate	\$	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
The City of Auburn Hills 1827 North Squirrel Rd.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Auburn Hills, MI 48326	AUTHORIZED REPRESENTATIVE
	Mike Cosgrove/CHUCK Michael Cosgrove

From: 248-608-8001

To: 12482339085

Page: 2/4

Date: 2/1/2011 11:49:42 AM

OP ID: AO

DATE (MM/DD/YYYY)



CERTIFICATE OF LIABILITY INSURANCE

02/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

TTROPOGER	240-031-4401		A PROPERTY OF THE PARTY OF THE
	240-001-4407	NAME:	
Szura Insurance Services	248-651-3751	PHONE FAX (A/C, No, Ext): (A/C, No):	
100 F Fourth St	240-001-0701	(A/C, No, Ext): (A/C, No):	
109 E. Fourth St.		E-MAIL ADDRESS:	
Rochester, MI 48307-2021			
A CONTRACT OF THE CONTRACT OF		PRODUCER CUSTOMER ID #: AUBUR-4	
Matthew T. Szura		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Auburn Hills Cham b	er of	INSURER A: Hastings Mutual	14176
Commerce Location: 3395 Auburn Rd.Ste A		INSURER B:	
		INSURER C:	
P.O. Box 214083	24 4002	INSURER D:	
Auburn Hills, MI 483	21-4063	INSURER E:	
		INSURER F:	
CONTRACTO		M-MDIMMINIMIDING	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	YCTOSIONS AND CONDITIONS OF SOCH P								
INSR LTR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	X		BO 9338981	01/01/11	01/01/12	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- JFCT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
Α	X HIRED AUTOS			BO 9338981	01/01/11	01/01/12	PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS							\$	
			•					\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DEDUCTIBLE]						\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)	" "					E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$	
Α	Business Personal			BO 9338981	01/10/10	01/10/11	Ded \$250.		7,709
	Property Coverage								
DEG	CDIDTION OF OPERATIONS (1 OCATIONS (VEHICL	EC /A	ttoch /	COPD 101 Additional Pamarka Sabadula	if more engage in r	oguirod)			THE RESERVE OF THE PARTY OF THE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) it is understood and agreed that the following shall be additional insured: the City of Auburn Hills, including all elected and appointed officials employees & volunteers, all boards, commissions and/or authorities included

ERTIFICATE HOLDER	CANCELLATIO

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-	٠.			_	1

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

City Clerk's Office City of Auburn Hills Fax: 248-370-9348 1827 N. Squirrel Road Auburn Hills, MI 48326

Matthew T. Szura

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ACORD 25 (2009/09)

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From: 248-608-8001 To: 12482339085 Page: 3/4 Date: 2/1/2011 11:49:42 AM

1 TOM. 240 000 000 1	1 ago. 6/1	Date: 27 1/2011 11:10.	
NOTEPAD INSURED'S NAME AUBURN HI	lls Chamber of	AUBUR-4 OP ID: AO	PAGE 2 DATE 02/01/11
out not limited to the Tax Increment Finance Aut Redevelopment Authority and the Building Auth representatives and volunteers. The Coverage s additional insured and non contributing with any similar protection available to the additional insi	nority , Brownfield ority , and their employees , hall be primary to the y other insurance or ured.		

From: 248-608-8001

To: 12482339085

Page: 4/4

Date: 2/1/2011 11:49:43 AM

NOTEPAD:

HOLDER CODE

CITYAU1 INSURED'S NAME Auburn Hills Chamber of

AUBUR-4 OP ID: AO PAGE 3

DATE 02/01/11

but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and non-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.

AMENDMENT TO COMMERCIAL GROSS LEASE BY AND BETWEEN THE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY and THE AUBURN HILLS CHAMBER OF COMMERCE

WHEREAS, the Auburn Hills Tax Increment Finance Authority is the owner of the office

condominium located at 3395 Auburn Road, Suite A; and

WHEREAS, the Auburn Hills Chamber of Commerce leases a portion of that space in accordance

with a lease dated August 1, 2010; and

WHEREAS, the parties to the lease have herein by mutual agreement, determined that a

modification to the Agreement is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to extend the term of the lease as provided for in <u>Section 1</u>.

Term. and dated August 1, 2010; and

WHEREAS, the Landlord, Auburn Hills Tax Increment Finance Authority, is granting and the Tenant

is accepting an extension of the lease for a period of three additional years with the following lease rates and terms and with all other terms and conditions of the original lease agreement and Amendment dated November 23, 2011 remaining in full force and

effect.

• For the period of August 1, 2013 through July 31, 2014, the monthly lease shall be \$1,050.00.

For the period of August 1, 2014 through July 31, 2015, the monthly lease shall be \$1,075.00.

• For the period of August 1, 2015 through July 31, 2016, the monthly lease shall be \$1,100.00.

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms as set forth above and said lease shall remain in effect until July 31, 2016 or as earlier terminated under the provisions set forth in the original lease of August 1, 2010, <u>Section 21. Termination</u>.

Signed on this, the day of September, 2013.

ON BEHALF OF THE

Auburn Hills Chamber of Commerce

Denise Asker

Its: Executive Director

ON BEHALF OF THE

Auburn Hills Tax Increment Finance Authority

Thomas A. Tanghe

Its: Executive Director

SECOND AMENDMENT TO COMMERCIAL GROSS LEASE BY AND BETWEEN THE AUBURN HILLS TAX INCREMENT FINANCE **AUTHORITY** and THE AUBURN HILLS CHAMBER OF COMMERCE

WHEREAS. the Auburn Hills Tax increment Finance Authority is the owner of the office condominium located at 3395 Auburn Road, Suite A; and

the Auburn Hills Chamber of Commerce leases a portion of that space in accordance WHEREAS, with a lease dated August 1, 2010; and

the parties to the lease have herein by mutual agreement, determined that a WHEREAS, modification to the Agreement is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to extend the term of the lease as provided for in Section 1. Term. and dated August 1, 2010; and

the Landlord, Auburn Hills Tax Increment Finance Authority, is granting and the Tenant WHEREAS, is accepting an extension of the lease for a period of three additional years with the following lease rates and terms and with all other terms and conditions of the original lease agreement and Amendment dated November 23, 2011 remaining in full force and effect.

- For the period of October 1, 2016 through July 31, 2017, the monthly lease shall be \$1,300.00.
- For the period of August 1, 2017 through July 31, 2018, the monthly lease shall
- For the period of August 1, 2018 through July 31, 2019, the monthly lease shall be \$1,418.00.

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms as set forth above and said lease shall remain in effect until July 31, 2019 or as earlier terminated under the provisions set forth in the original lease of August 1, 2010, Section 21. Termination.

November, 2016 Signed on this, __ day of September, 2016

ON BEHALF OF THE

By:

ON BEHALF OF THE

Auburn Hills Chamber of Commerce

Auburn Hills Tax Increment Finance Authority

amantha Mariuz Executive Director Hills Chamber of Its:

Commerce

Executive Director

THIRD AMENDMENT TO COMMERCIAL GROSS LEASE BY AND BETWEEN THE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY AND THE AUBURN HILLS CHAMBER OF COMMERCE AND RESOLUTION

WHEREAS, the Auburn Hills Tax Increment Finance Authority ("Landlord") is the owner of the office condominium located at 3395 Auburn Road, Suite A; and

WHEREAS, the Auburn Hills Chamber of Commerce leases a portion of that space in accordance with the Commercial Gross Lease Agreement ("Lease Agreement") dated August 1, 2010, as amended; and

WHEREAS, the parties to the Lease Agreement have herein by mutual agreement, determined that a modification to the Lease Agreement, as amended, is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to extend the term of the Lease Agreement as provided for in Section 1. Term, and dated August 1, 2010; and

WHEREAS, the Landlord, Auburn Hills Tax Increment Finance Authority, is granting and the Tenant is accepting an extension of the lease for a period of three additional years with the following Lease Agreement rates and terms and with all other terms and conditions of the original Lease Agreement, as amended, remaining in full force and effect:

- For the period of August 1, 2019 through July 31, 2020, the monthly lease shall be \$1,475.00.
- For the period of August 1, 2020 through July 31, 2021, the monthly lease shall be \$1,534.00.
- For the period of August 1, 2021 through July 31, 2022, the monthly lease shall be \$1,596.00.

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms of this Resolution and this Third Amendment to Commercial Gross Lease Agreement Between The Auburn Hills Tax Increment Finance Authority And The Auburn Hills Chamber Of Commerce as set forth above and said Third Amendment to Commercial Gross Lease Agreement shall remain in effect until July 31, 2022 or as earlier terminated under the provisions set forth in the Lease Agreement of August 1, 2010, Section 21. Termination.

Signed on this 15 day of April, 2019.

ON BEHALF OF THE

Its. Executive Director

Auburn Hills Chamber of Commerce

ON BEHALF OF THE

Auburn Hills Tax Increment Finance Authority

Brandon Skopek

Its: Executive Director

5285512_1.docx

FOURTH AMENDMENT TO COMMERCIAL GROSS LEASE BY AND BETWEEN THE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY AND THE AUBURN HILLS CHAMBER OF COMMERCE AND RESOLUTION

- WHEREAS, the Auburn Hills Tax Increment Finance Authority ("Landlord") is the owner of the office condominium located at 3395 Auburn Road, Suite A; and
- WHEREAS, the Auburn Hills Chamber of Commerce leases a portion of that space in accordance with the Commercial Gross Lease Agreement ("Lease Agreement") dated August 1, 2010, as amended; and
- WHEREAS, the parties to the Lease Agreement have herein by mutual agreement, determined that a modification to the Lease Agreement, as amended, is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to extend the term of the Lease Agreement as provided for in Section 1. Term, and dated August 1, 2010; and
- WHEREAS, the Landlord, Auburn Hills Tax Increment Finance Authority, is granting and the Tenant is accepting an extension of the lease for a period of three additional years with the following Lease Agreement rates and terms and with all other terms and conditions of the original Lease Agreement, as amended, remaining in full force and effect:
 - For the period of August 1, 2022 through July 31, 2023, the monthly lease shall be \$1,660.00.
 - For the period of August 1, 2023 through July 31, 2024, the monthly lease shall be \$1,727.00.
 - For the period of August 1, 2024 through July 31, 2025, the monthly lease shall be \$1,796.00.

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms of this Resolution and this Fourth Amendment to Commercial Gross Lease Agreement Between The Auburn Hills Tax Increment Finance Authority And The Auburn Hills Chamber Of Commerce as set forth above and said Fourth Amendment to Commercial Gross Lease Agreement shall remain in effect until July 31, 2025 or as earlier terminated under the provisions set forth in the Lease Agreement of August 1, 2010, Section 21. Termination.

Signed on this 25 day of July, 2022.

ON BEHALF OF THE

Auburn Hills Chamber of Commerce

ON BEHALF OF THE

Auburn Hills Tax Increment Finance Authority

Jean Jernigan

Its: President

Brandon Skopek

Its: Executive Director

THE AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY AND THE AUBURN HILLS CHAMBER OF COMMERCE AND RESOLUTION

- **WHEREAS,** the Auburn Hills Tax Increment Finance Authority ("Landlord") is the owner of the office condominium located at 3395 Auburn Road, Suite A; and
- **WHEREAS,** the Auburn Hills Chamber of Commerce leases a portion of that space in accordance with the Commercial Gross Lease Agreement ("Lease Agreement") dated August 1, 2010, as amended; and
- WHEREAS, the parties to the Lease Agreement have herein by mutual agreement, determined that a modification to the Lease Agreement, as amended, is necessary to effectuate a request by the Chamber of Commerce (the "Tenant") to extend the term of the Lease Agreement as provided for in Section 1. Term, and dated August 1, 2010; and
- WHEREAS, the Landlord, Auburn Hills Tax Increment Finance Authority, is granting and the Tenant is accepting an extension of the lease for a period of forty-one (41) additional months with the following Lease Agreement rates and terms and with all other terms and conditions of the original Lease Agreement, as amended, remaining in full force and effect:
 - For the period of August 1, 2025 through July 31, 2026, the monthly lease shall be \$1,868.00
 - For the period of August 1, 2026 through July 31, 2027, the monthly lease shall be \$1.943.00
 - For the period of August 1, 2027 through December 31, 2028, the monthly lease shall be \$2,020.00

THEREFORE, BE IT RESOLVED that the parties hereby agree to the terms of this Resolution and this Fifth Amendment to Commercial Gross Lease Agreement Between The Auburn Hills Tax Increment Finance Authority And The Auburn Hills Chamber Of Commerce as set forth above and said Fourth Amendment to Commercial Gross Lease Agreement shall remain in effect until December 31, 2028 or as earlier terminated under the provisions set forth in the Lease Agreement of August 1, 2010, <u>Section 21</u>. Termination.

Signed on this day of July, 2025.	
ON BEHALF OF THE Auburn Hills Chamber of Commerce	ON BEHALF OF THE Auburn Hills Tax Increment Finance Authority
By:	By:Andrew Hagge Its: Executive Director



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

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

City Manager

DATE: June 30, 2025

SUBJECT: ChargePoint Service Plan Renewals

INTRODUCTION AND HISTORY

In 2024, the TIFA Board of Directors renewed the maintenance and cloud plans between ChargePoint and TIFA for the electric vehicle charging stations located in downtown Auburn Hills and on the Municipal Campus for a period of one (1) year. The current agreement is set to expire in October of 2025.

Attached for the Board's review is a quote to renew the ChargePoint Assurance Plan and the Commercial Service Plan. The cost for a one-year extension of both plans is \$8,850. While this cost is within the administrative approval threshold for purchases, a budget amendment will be required for this expense. A one-year renewal is recommended to allow staff the opportunity to explore what other options are available in the EV charging market. Since our ChargePoint stations were originally installed in 2017, many new EV charging station providers have entered the market and, therefore, staff will explore other partnership opportunities for the installation of new EV charging stations to either replace our existing stations, or to add new stations throughout the City.

Renewal of these plans will provide staff with 24/7 software management support and equipment maintenance support.

STAFF RECOMMENDATION

Staff recommends approval of a one-year extension of the ChargePoint Assurance Plan and Commercial Service plan to allow staff the opportunity to explore partnership opportunities with other EV charging providers. Staff further recommends a budget amendment in support of this renewal.

An appropriate motion is:

Move to approve a one-year renewal of the ChargePoint Cloud Plan and the ChargePoint Assure Maintenance and Management Plan in an amount not to exceed \$8,850. Furthermore, approve a budget amendment to increase appropriations by \$8,850 in account number 251-735-732.000 in support of this purchase.



Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Brandon Terrazas **E-Mail:** brandon.terrazas@chargepoint.com

Telephone: (669) 237-1703

Primary Contact: Brandon Skopek

Quote Number: Q-545508-2 **Date:** 6/11/2025

Expires On: 6/30/2025

ChargePoint Org Name: The City of Auburn Hills

ChargePoint Org: ORG19420

ChargePoint Cloud Plar	าร			
Product Name	Product Description	Quantity	End Date	Total Price (USD)
CPCLD- COMMERCIAL-REN	Prepaid coterminous renewal Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	12.0	10/26/2026	4,440.00

ChargePoint Assure Maintenance and Management							
Product Name	Product Description	Quantity	End Date	Total Price (USD)			
CT4000-ASSURE-REN	Prepaid coterminous renewal of ChargePoint Assure for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	7.0	10/26/2026	4,410.00			

Total: USD 8,850.00



Quote Acceptance

- + All invoices are: Net 30 days or prepaid.
- + The provision of cloud services described in this agreement is subject to the terms and conditions of the Master Services and Subscription Agreement between the parties.
- + All pricing confidential between Customer and ChargePoint.
- + Prices do not include tax where applicable. This quote is subject to sales tax based on the state or province in which the goods or services will be delivered. Sales tax will be included at time of invoice and is non-negotiable.
- + Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer to be invoiced at time of shipment
- + Additional purchase terms and conditions can be found at http://www.chargepoint.com/termsandconditions
- + Additional terms and conditions for ChargePoint Assure can be found at http://www.chargepoint.com/legal/assure

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the terms and conditions set forth above and that this signed quote shall act as a purchase order.

Signature:	Accounts Payable Contact Name:	
Name (Print):	Accounts Payable Contact E-Mail:	
Title:	Bill To Details:	
Date:		
	Bill to Company Name:	
	Street:	
	City:	
	State:	Postal Code:
	Country:	



Renewal Details

Cloud Plan Renev					-		
Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
AUBURN HILLS / AUBURN RD 01	171841005100	3386 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232404	10/26/2025	10/26/2026	370.00
AUBURN HILLS / CAMPUS P2	224441104646	1827 N Squirrel Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232405	10/26/2025	10/26/2026	370.00
AUBURN HILLS / CAMPUS P2	224441104646	1827 N Squirrel Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232401	10/26/2025	10/26/2026	370.00
AUBURN HILLS / CAMPUS P3	171841005090	1827 N Squirrel Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232413	10/26/2025	10/26/2026	370.00
AUBURN HILLS / COMMUNITYCENTER	231041044773	1827 N Squirrel Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232415	10/26/2025	10/26/2026	370.00
AUBURN HILLS / COMMUNITYCENTER	231041044773	1827 N Squirrel Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232407	10/26/2025	10/26/2026	370.00
AUBURN HILLS / DEN PARKING LOT	172041005876	3388 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232414	10/26/2025	10/26/2026	370.00
AUBURN HILLS / DEN PARKING LOT	172041005876	3388 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232402	10/26/2025	10/26/2026	370.00
AUBURN HILLS / GARAGE EV 01	172041005879	3380 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232406	10/26/2025	10/26/2026	370.00
AUBURN HILLS / GARAGE EV 01	172041005879	3380 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232412	10/26/2025	10/26/2026	370.00
AUBURN HILLS / GARAGE EV 02	152541002675	3380 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232399	10/26/2025	10/26/2026	370.00
AUBURN HILLS / GARAGE EV 02	152541002675	3380 Auburn Rd Auburn Hills Michigan 48326	CPCLD- COMMERCIAL-REN	REN1729504232408	10/26/2025	10/26/2026	370.00

Station Name	Station S/N	Station Location	Product Name	Token S/N	Current Expiration Date	New Expiration Date	Price (USD)
AUBURN HILLS / AUBURN RD 01	171841005100	3386 Auburn Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232409	10/26/2025	10/26/2026	630.00
UBURN HILLS / CAMPUS P2	224441104646	1827 N Squirrel Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232410	10/26/2025	10/26/2026	630.00
UBURN HILLS / CAMPUS P3	171841005090	1827 N Squirrel Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232398	10/26/2025	10/26/2026	630.00

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²⁴⁰ East Hacienda Avenue, Campbell, CA 95008 USA



AUBURN HILLS / COMMUNITYCENTER	231041044773	1827 N Squirrel Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232403	10/26/2025	10/26/2026	630.00
AUBURN HILLS / DEN PARKING LOT	172041005876	3388 Auburn Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232397	10/26/2025	10/26/2026	630.00
AUBURN HILLS / GARAGE EV 01	172041005879	3380 Auburn Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232400	10/26/2025	10/26/2026	630.00
AUBURN HILLS / GARAGE EV 02	152541002675	3380 Auburn Rd Auburn Hills Michigan 48326	CT4000- ASSURE-REN	RXSJ1729504232411	10/26/2025	10/26/2026	630.00