AUGUST, 2018

08  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
09  Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆ CANCELED
13  City Council Workshop, 5:30 p.m., Admin Conference Room ❖
13  City Council, 7:00 p.m., Council Chamber ◆
14  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
15  Planning Commission, 7:00 p.m., Council Chamber ◆ CANCELED
20  Downtown Development Authority, 5:30 p.m., Admin Conference Room ❖
21  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
22  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
23  Library Board, 7:00 p.m., Auburn Hills Public Library 📚
27  City Council, 7:00 p.m., Council Chamber ◆

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
▲ Public Safety Building – 1899 N. Squirrel Road
❖ Community Center – 1827 N. Squirrel Road
● Department of Public Works (DPW) – 1500 Brown Road
❖ Fieldstone Golf Course - 1984 Taylor Road
❖ Library - 3400 Seyburn Drive
❖ Downtown Chamber Offices – 3395 Auburn Road, Suite A
❖ University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
## SEPTEMBER, 2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Event 1</th>
<th>Time 1</th>
<th>Location 1</th>
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<tbody>
<tr>
<td>10</td>
<td>City Council Workshop</td>
<td>5:30 p.m.</td>
<td>Admin Conference Room</td>
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<td>10</td>
<td>City Council</td>
<td>7:00 p.m.</td>
<td>Council Chamber</td>
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<td>11</td>
<td>Tax Increment Finance Authority</td>
<td>4:00 p.m.</td>
<td>Admin Conference Room</td>
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<td>12</td>
<td>Pension Board</td>
<td>3:00 p.m.</td>
<td>Admin Conference Room</td>
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<tr>
<td>12</td>
<td>Retiree Health Care</td>
<td>3:00 p.m.</td>
<td>Admin Conference Room</td>
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<tr>
<td>12</td>
<td>Planning Commission</td>
<td>7:00 p.m.</td>
<td>Council Chamber</td>
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<tr>
<td>13</td>
<td>Zoning Board of Appeals</td>
<td>7:00 p.m.</td>
<td>Council Chamber</td>
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<tr>
<td>18</td>
<td>Brownfield Redevelopment Authority</td>
<td>6:00 p.m.</td>
<td>Admin Conference Room</td>
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<td>19</td>
<td>Beautification Advisory Commission</td>
<td>6:00 p.m.</td>
<td>Council Conference Room</td>
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<td>24</td>
<td>City Council</td>
<td>7:00 p.m.</td>
<td>Council Chamber</td>
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<tr>
<td>25</td>
<td>Public Safety Advisory Committee</td>
<td>6:00 p.m.</td>
<td>Public Safety Building</td>
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<tr>
<td>27</td>
<td>Library Board</td>
<td>7:00 p.m.</td>
<td>Auburn Hills Public Library</td>
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</tbody>
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- Library - 3400 Seyburn Drive
- Downtown Chamber Offices – 3395 Auburn Road, Suite A
- University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. City Council Workshop Minutes – August 13, 2018
   4b. Regular City Council Minutes – August 13, 2018
5. APPOINTMENTS AND PRESENTATIONS
   5a. 2018 2nd Quarter Cash and Investment Interim Report,
       Presentation by Michael Holycross, AndCo Consulting
   5b. Motion – To confirm the appointment of Board of Review member.
       5b1. Jacqueline Gudmundsen
   5c. Introduction of Aaron See, Manager of Fleet & Roads and Stan Torres, Manager of Municipal Properties
6. PUBLIC COMMENT
7. CONSENT AGENDA
   All items listed are considered to be routine by the City council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
   7a. Board and Commission Minutes
       7a1. Public Safety Advisory Committee, July 31, 2018
       7a2. Tax Increment Finance Authority, August 14, 2018
       7a3. Downtown Development Authority, August 20, 2018
   7b. Motion – To Support the West Entrance Drive Reconstruction & Economic Development Project
   7c. Motion - To Approve Winter Operations Agreement with the Road Commission for Oakland County.
   7d. Motion – To receive and file the AndCo Consulting 2nd Quarter 2018 Cash Management Summary and Executive reports.
8. OLD BUSINESS
9. NEW BUSINESS
   9a. Public Hearing/Motion - To approve a new IFEC for Esys Automation.
   9b. Public Hearing/Motion - To Approve New Industrial Development District for FANUC America Corporation.
   9c. Motion - To Award Contract to Asphalt Specialists, Inc. for Department of Public Works Lot Rehabilitation.
   9d. Motion – To Accept the Introduction of the Proposed Street Name Change from Squirrel Court to Parkways Boulevard and to set a Public Hearing for September 10, 2018.
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. CLOSED SESSION
   13a. Motion - To meet in closed session to discuss labor negotiations pursuant to MCL 15.268 8(c) of the Open Meetings Act.
14. ADJOURNMENT
City Council meeting minutes are on file in the City Clerk’s Office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at 248.370.9402 or the City Manager’s Office at 248.370.9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.
Ms. Schulz presented the 2018 Amended Budget and the 2019-2023 Projected Budget. She explained that the major assumptions include:

- 3% growth and 2.54% CPI on 2018 assessment, levied in 2019, which will show an increase in the 2020 tax revenues
- General Fund transfer to Retiree Health Trust spread over three years, of $1M in 2018, $750K in 2019, and $250K in 2020
- Personal Property Tax Reimbursement at 100% until 2020, which will drop to zero by 2023
- Increased road funding from the state through 2021
- Includes all road projects from previous years wish lists within the current budget through 2023
- Assumes the average increases in wages of 2% and average increase in all benefits of 5.5%
- 2.5% increase in January, 2019 for both water and sewer
- New special assessment district for west entrance, revenues to begin in 2020.

Ms. Schulz explained that beginning in 2018, transfers to roads and related debt will burden the general fund resources. She pointed out that the impact to the fund balance shows that the total revenues are insufficient for non-public safety operational costs beginning in 2019. She explained that the current millage sufficiently covers police and fire direct expenses through 2023, however the police and fire operations will quickly become fully dependent on the millage for support. She noted that the other indirect administrative costs of the police and fire operations outside of their budgets will see continued decreased subsidy by way of net revenue to the overall general fund.

Ms. Schulz explained the General Fund Projections. In response to a question by Mr. Kittle, Ms. Schulz explained the plan to prefund the pension at $3M in one year and $1M in the next. She noted that in 2019 pension funding was removed as the City will be in a good spot with the new GASB requirements.
Ms. Schulz explained the wage and benefit projections, Fieldstone Golf Operations projections, and the water and sewer projections for 2018-2023. She noted that the annual water and sewer rate increases by 2.5% from 2019-2023. Council requested a list of the capital improvement projects for the next workshop and agreed to contact Ms. Schulz with any items they would like discussed at the next workshop.

The meeting adjourned at 6:40 PM.

Kevin R. McDaniel, Mayor
Laura M. Pierce, City Clerk
CALL TO ORDER: Mayor McDaniel at 7:00 p.m.

LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326

Present: Mayor McDaniel, Council Members Burmeister, Hammond, Kittle, Knight, Moniz, and Verbeke

Absent: None

Also Present: City Manager Tanghe, City Attorney Beckerleg, Assistant City Manager Grice, City Clerk Pierce, Police Chief Baker, Lt. Gagnon, Fire Chief Taylor, Assistant Fire Chief Macias, Director of Public Works Melchert, Deputy DPW Director Stahly, Director of Community Development Cohen, City Planner Keenan, Finance Director Schulz, Recreation Director Marzolf, Director of Senior Services Adcock, City Engineer Juidici, Mgr of Public Utilities Michling, Media Communications Specialist Mathes, Management Assistant Intern Benoit

44 Guests

4. APPOINTMENTS AND PRESENTATIONS
4a. Swearing-in Ceremony of Fire Chief Ellen S. Taylor

City Manager Tanghe presented Ms. Ellen S. Taylor as the new Fire Chief for the City of Auburn Hills. Mr. Tanghe shared her credentials, expertise and the process that was followed to ensure the City was hiring the best qualified candidate for the City.

Ms. Taylor stated that she is honored to receive the position and is excited to be working with a fantastic staff and looks forward to continuing a great relationship with the residents that is already established.

City Council members shared their excitement to have Ms. Taylor on staff and look forward to the future in Auburn Hills.

The Mayor recessed the meeting at 7:14 PM.

The Mayor reconvened the meeting at 7:52 PM.

5. APPROVAL OF MINUTES
5a. Regular City Council Minutes – July 23, 2018

Moved by Verbeke, Seconded by Knight.

RESOLVED: To approve the City Council Minutes of July 23, 2018 as amended.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
6. PUBLIC COMMENT
Dan Pillsbury shared his concerns with the TIFA funds and the raffle vacation giveaway. Mayor McDaniel clarified that the members of the City Council did not vote to determine the policy around any marketing materials. These decisions were made from the TIFA board and not from Council. Mr. Tanghe stated that the Mayors comments are accurate.

Don Hughes of 3744 Bald Mountain Rd shared his concerns regarding Hawk Woods Nature Center. He contacted DPW with one of his concerns and was pleased with Mr. Melcherts response.

7. CONSENT AGENDA
All items listed are considered to be routine by the City council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

7a. Board and Commission Minutes
7a1. Downtown Development Authority Special Meeting – July 9, 2018
7a2. Tax Increment Finance Authority – July 10, 2018
7a3. Beautification Advisory Commission – July 18, 2018
7a4. Election Commission – July 30, 2018
RESOLVED: To receive and file the Board minutes.

7b. Motion – To approve the Termination of the Easements / Gongos, Inc
RESOLVED: To approve the Termination of the Easements document with respect to the Gongos’ property and authorize the Mayor and City Clerk to sign the Termination of Easements document for legal execution of the subject easement vacation.

7d. Motion - To approve the resolution in support of the Giddings Road Improvements
RESOLVED: To approve the Resolution in support of Giddings Road improvements. (Attachment A)

Moved by Verbeke, Seconded by Hammond.
RESOLVED: To approve the Consent Agenda Items 7a, 7b, and 7d.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 18.08.112 Motion Carried (7 - 0)

7c. Motion – To approve 2018 HIDTA sub-recipient agreement with Oakland County
Mr. Moniz asked that this item be taken off the Consent Agenda to seek clarification regarding the receipt of any funds from this program. Chief Baker clarified that there is a sharing of forfeitures for those agencies that participate.

Moved by Moniz, Seconded by Verbeke.
RESOLVED: To approve the 2018 HIDTA Agreement between Oakland County and the City of Auburn Hills and authorize the Chief of Police to sign the agreement on behalf of the City.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 18.08.113 Motion Carried (7 - 0)

8. OLD BUSINESS
9. NEW BUSINESS
9a. Motion – To adopt the Oakland County Hazard Mitigation Plan

Assistant Chief Macias shared the history of this plan and the funding that comes from FEMA for being a part of this plan.

Moved by Hammond, Seconded by Knight.

RESOLVED: To adopt the new Oakland County Hazard Mitigation Plan. (Attachment B)

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None

Resolution No. 18.08.114 Motion Carried (7 - 0)

9b. Motion – To purchase of four Thermal Imaging Cameras

Assistant Chief Macias shared the necessity and the bid results of this purchase. He shared that the company selected meets the bid specifications, has a 5 year warranty and received the best results on an 18 point evaluation allowing fire personnel the ability to search quickly when seconds count. Assistant Chief Macias stated that the thermal imaging will help to find hot spots in and after a fire as well as locating victims during a search and rescue attempt. These thermal imaging cameras are hand held. He felt that the greatest return on investment for City funds was on a hand held device vs being on a person. He shared that the old cameras will be used on the ambulances.

Mr. Scott Spearing with Dinges Fire was present. He shared that there is a video online that is available to view to see the functionality of the product.

Moved by Moniz, Seconded by Verbeke.

RESOLVED: To approve the purchase of four (4) Bullard LDX thermal imaging cameras in the amount of $26,088 from Dinges Fire for the Fire Department.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None

Resolution No. 18.08.115 Motion Carried (7 - 0)

9c. Motion – To purchase Self-Contained Breathing Apparatus (SCBA), Face Mask, Air Bottles, RIT Packs, Prescription Lens Kits

Assistant Chief Macias presented the need for the new SCBA's and the bid results that were received on these products. During the bid process each vendor gave a basic price and then extra add on items which were calculated to see which company would offer the best pricing. The Douglas Safety Systems manufacture was selected due to best results, a 15 year warranty as well as they are the current product supplier that has been used for the past 20 years. It was discussed that due to liability it would not be wise to sell the remaining equipment.

Two representatives from Douglas Safety Systems were present.

Moved by Burmeister, Seconded by Moniz.

RESOLVED: To approve the purchase of thirty-eight (38) Avon Deltaire SCBA's, fifty (50) face masks, seventy six (76) air bottles, four (4) RIT packs, and ten (10) prescription lens kits for $213,668.72 from Douglas Safety Systems for the Fire Department.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None

Resolution No. 18.08.116 Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL
Ms. Verbeke –
- Reported on Election day ballot issues, at no fault of our City Clerk. Shared that she encouraged the City Clerk to reach out to council for suggestions of new election workers.
- Shared her frustrations of dropping off her laptop with the IT department and never receiving a phone call that it was ready.
- Thanked Chief Baker for the positive changes in the department and asked for a brief update on National Night Out. Chief Baker shared that he was pleased with the amount of citizens in attendance and that all the sponsors were very helpful.
- Reminded Council that there has been previous discussion regarding holding a City Council meeting at First and Main. Mr. Tanghe stated that he has that location in mind. Once more residents are living there, it will be scheduled.

Mr. Moniz –
- Asked Chief Baker if the officers carry Narcan and how often it is being used. Chief Baker stated that all patrol units carry it. Narcan is being used, but not nearly as often as other cities.
- Praised the Police Department for the quick apprehension of the bank robbery suspect within 24 hours.
- Shared thanks on behalf of a resident for the quick response to a complaint on Joslyn Road. Mr. Keenan was notified of the issue and it was taken care of within 3 days.
- Stated that his concern with Pontiac Rd. Mr. Melchert stated that he will look into it.
- Sought an update on the amphitheater project. Mr. Juidici stated that progress at the amphitheater has had delays due to weather and placement of the DTE utility poles. There is continuous conversations regarding the project and the completion date of November 9, 2018. Mr. Juidici stated that the contractor is aware of his deadline requirements. Regarding the splash pad, the underground drainage has been installed and the concrete stairs are being reviewed and the other fixtures are to be installed shortly.

Ms. Hammond -
- Thanked Officer Brian Miller for the great work that was undertaken with National Night Out.

Mr. Knight –
- Suggested a City Council Golf team to take a Boys and Girls Club activity in September.
- Commented that he is pleased with the project in the downtown area.
- Shared his concern about the park and is thankful that it is being watched by Mr. Juidici.
- Shared his concern for the grass levels on Squirrel Rd. He stated that the grass is longer on the Chrysler side and it looks unkempt. Hopes to review this next year.

Mr. Burmeister
- Shared his pleasure with the 35th Golf outing.

Mayor McDaniel
- Stated that he is very excited to see that the Police Department is taking City Council's strategies to the next level. He shared that there is a new response awareness program that will assist officers when responding to calls that may involve persons with special needs. The program will allow visitors and or residents to provide information about a family member or friend who may be autistic or have a mental health concern. By volunteering this information the officer that might assist in a call will be able to respond appropriately in a time of need. Community Engagement Officer Brian Miller has more details and is the contact person, 248-364-6887.
- Stated that given the circumstances, Election Night went well, City Clerk Laura Pierce was given praise.

11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
Mr. Tanghe
- Attendance was lower for National Night Out but was still very well done.
- City Staff went on a road show to inform the business of the services offered by the City.
- Shared that he is the only City Manager to have been appointed by L. Brooks Patterson to serve on the Artificial Intelligence and Robotics Task Force. He shared that the purpose of this task force
is to get a handle on how the technologies are entering the work place and what the demand and education will be for future careers.

13. ADJOURNMENT

Hearing no objections, the Mayor adjourned the meeting at 8:47PM

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk
ATTACHMENT A

Resolution

Be it resolved that

CONTRACT No. 18-5260, Control Section STU 63000, Job Number 202835A

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF AUBURN HILLS

is hereby accepted.

The following Officials are authorized to sign the said contract:

Kevin McDaniel, Mayor
Thomas A. Tanghe, City Manager
Ronald J. Melchert, DPW Director

Moved by: Council Member Verbeke
Supported by: Council Member Hammond

ADOPTED: AYES: 7
NAYES: None
ABSENT: None

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Auburn Hills City Council, on the 13th day of August, 2018.

Signed ________________________________
Laura M. Pierce, City Clerk,
City of Auburn Hills
ATTACHMENT B

Resolution No. 18.08.114

ADOPTION OF THE OAKLAND COUNTY HAZARD MITIGATION PLAN

WHEREAS, the mission of the City of Auburn Hills includes the charge to protect the health, safety, and general welfare of the people of the City of Auburn Hills; and

WHEREAS, the City of Auburn Hills, Michigan is subject to flooding, tornadoes, winter storms, and other natural, technological, and human hazards; and

WHEREAS, the Oakland County Homeland Security Division and the Oakland County Local Emergency Planning Committee, comprised of representatives from the County, municipalities, and stakeholder organizations, have prepared a recommended Hazard Mitigation Plan that reviews the options to protect people and reduce damage from these hazards; and

WHEREAS, the City of Auburn Hills has participated in the planning process for development of this Plan, providing information specific to local hazard priorities, encouraging public participation, identifying desired hazard mitigation strategies, and reviewing the draft Plan; and

WHEREAS, the Oakland County Homeland Security Division (HSD), with the Oakland County Local Emergency Planning Committee (LEPC), has developed the OAKLAND COUNTY HAZARD MITIGATION PLAN (the “Plan”) as an official document of the County and establishing a County Hazard Mitigation Coordinating Committee, pursuant to the Disaster Mitigation Act of 2000 (PL-106-390) and associated regulations (44 CFR 210.6); and

WHEREAS, the Plan has been widely circulated for review by the County’s residents, municipal officials, and state, federal, and local review agencies and has been revised to reflect their concerns; and

NOW THEREFORE BE IT RESOLVED by the City of Auburn Hills and City Council that:

1. The Oakland County Hazard Mitigation Plan (or section(s) of the Plan specific to the affected community) is/are hereby adopted as an official plan of the City of Auburn Hills.
2. The Fire Chief is charged with supervising the implementation of the Plan’s recommendations, as they pertain to the City of Auburn Hills and within the funding limitations as provided by the City of Auburn Hills City Council or other sources.

Passed by the City of Auburn Hills and City Council on August 13, 2018.

________________________________
Laura M. Pierce, City Clerk

ADOPTED:  AYES:  7
NAYES:  None
ABSENT:  None
To: City Council  
From: Kevin R. McDaniel, Mayor; William Griffin, Assessor  
Submitted: August 27, 2018  
Subject: Motion – Confirming Appointment of Jacqueline Gudmundsen to the Board of Review.

INTRODUCTION AND HISTORY
Please consider confirming the following appointment to fulfill a 5-year term.

<table>
<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Jacqueline Gudmundsen</td>
<td>Board of Review</td>
<td>2023</td>
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MOTION
Move to confirm the appointment of Jacqueline Gudmundsen for a term ending 12/31/2023.
The City of Auburn Hills
1827 N. Squirrel Road • Auburn Hills MI 48326
Phone: 248-370-9400 • Fax: 248-370-9348
www.auburnhills.org

RESUME FOR APPOINTMENT TO
CITY BOARDS AND COMMISSIONS

I AM INTERESTED IN: REVIEW BOARD

NAME: GUDMUNDSEN JACQUELINE DOROTHY GRAF
(Please Print) (Last) (First) (Middle) (Maiden)

HOME ADDRESS: 3708 EATON GATE LN, A.H. 48326
(Number/Street) (City/Zip) (Telephone)

BUSINESS ADDRESS: ________________________________________________________________
(Number/Street) (City/Zip) (Telephone)

ARE YOU A CITIZEN OF THE UNITED STATES? YES I HAVE LIVED IN AUBURN HILLS 44 YEARS

MILITARY HISTORY (include honors received):

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

CIVIC ACTIVITIES (offices held, honors, etc.): VOLUNTEER LIBRARY BOARD
2 YEARS, ELECTED LIBRARY BOARD 1986-1996

________________________________________________________________________________

LIST NAME, ADDRESSES AND PHONE NUMBERS OF THREE REFERENCES NOT RELATED TO YOU:
FLOYD WARCZAK
VERONICA NEW
HENRY KNIGHT

EDUCATION:
High School PHILIP XI HIGH SCHOOL, MILWAUKEE, WI

Business or Vocational

College or Technical MARQUETTE UNIVERSITY, COLLEGE OF JOURNALISM B.A.

Graduate or Professional


EMPLOYMENT:

Current Position of Employment: SELF-EMPLOYED TRAINING

NAME OF EMPLOYING FIRM/OWNER

CONSULTANT - SEMI RETIRED

(Number/Street) City/State Zip Code

Title of Position Type of Business/Organization

TRAINER/DEVELOPER FORD, GM, HAW, BLUE CROSS, BLUE SHIELD

Your Duties and Responsibilities: DESIGNED, DEVELOPED, TRAINING AND DELIVERED IT TO CORPORATE CLIENTS

Dates of Employment: 1985 - Present

Previous Positions of Employment:

Company/Organization City/State Dates of Employment

DIRECTOR OF RELIGIOUS EDUCATION 1972 - 1984
SACRED HEART PARISH, AUBURN HILLS

HI-TIME PUBLISHERS - EDITOR + WRITER 1981 - 71

ADDITIONAL INFORMATION YOU WISH TO INCLUDE (use separate sheet if necessary):

SERVED ON A.H. LIBRARY BOARD FOR 10 YEARS 1986 - 1996

INTERESTED IN SERVING MY COMMUNITY

IF APPOINTED, DO YOU PREFER YOUR MAIL SENT TO: Business ___ Residence X

I HEREBY CERTIFY THAT THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

(Signature) ____________ (Date) ____________

March 29, 2018
MEETING DATE: AUGUST 27, 2018

AGENDA ITEM NO. 4A.

"Not yet approved"

CITY OF AUBURN HILLS

PUBLIC SAFETY ADVISORY COMMISSION MEETING

July 31, 2018

CALL TO ORDER: Chairperson Hawkins called the meeting to order at 6:00 p.m.

ROLL CALL:

Mr. Boelter, Present.
Mr. Taylor, Present
Mr. Hawkins, Present
Ms. Verbeke, Present
Mr. Johnson, Absent

Also Present. Chief Jeff Baker, Police Department
Lt. Ryan Gagnon, Police Department
Asst. Chief Antonio Macias, Fire Department

LOCATION: Grusnick Public Safety Building, 1899 N. Squirrel Road, Auburn Hills MI 48326

APPROVAL OF MINUTES

Mr. Taylor moved to approve the minutes of the January 23, 2018 meeting.

Supported by Ms. Mr. Boelter

VOTE:

Yes: Boelter, Taylor, Johnson, Verbeke, Hawkins
No: None

Motion carried (5-0)

PERSONS WISHING TO BE HEARD

None

NEW BUSINESS

a. Motion – Purchase of Self Contained Breathing Apparatus (SCBA)

Asst. Chief Macias explained that SCBA equipment is used to provide breathable air while working in hazardous environments. The equipment consists of a facemask, air tank and regulator assembly. The current units are 10 years old. It is proposed that the current units be reduced in quantity by 16% to better fit the current size and needs of the department. This purchase was competitively bid through the Michigan Intergovernmental Trade Network (MiTN).

Mr. Taylor moved to recommend to City Council the purchase of 38 self-contained breathing apparatus units, 50 face masks, 76 air bottles, 4 RIT-packs and 10 prescription lens kits for $213,668.72 from Douglas Safety System for the Fire Department.

Seconded by Mr. Boelter
b. Motion – Purchase of Thermal Imaging Cameras (TIC’s)
Asst. Chief Macias explained that the cameras allow firefighters to see areas of heat through smoke, darkness and some impermeable barriers. The cameras can be used for structural firefighting, search & rescue and haz-mat situations. Typical camera lifespan is 7-10 years and the current units were purchased in 2010. This purchase was competitively bid using the Michigan Intergovernmental Trade Network (MiTN).

Motion by Mr. Johnson to recommend to City Council the purchase of four Thermal Imaging Cameras from Dinges Fire for $26,088 for the Fire Department.

Seconded by Ms. Verbeke

VOTE: Yes: Verbeke, Johnson, Taylor, Hawkins, Boelter
No: None

Motion carried (5-0)

FIRE DEPARTMENT REPORT

Asst. Chief Macias reported that the new Fire Chief, Ellen Taylor, will begin work on August 6, 2018. One firefighter is returning to work after recovering from a duty-related injury. One firefighter is resigning to pursue an opportunity with another agency. One firefighter is in the process of being hired which will bring the agency back to full-staffing levels.

New public address equipment has been installed in the fire stations to aid in alerting on-duty personnel. This will replace a series of portable radios which are currently being used for that purpose. All apparatus is currently in-service. Annual hose and ladder testing has been completed, except for Engine-1, which is next in line.

The new Ladder Truck is expected to be delivered at the end of September or beginning of October. Once the vehicle is delivered, Rosenbauer staff will provide in-depth training which will occur on-site.

POLICE DEPARTMENT REPORT

Lt. Gagnon introduced Chief Jeff Baker to the committee. Chief Baker remarked that he is reviewing all policies and procedures, and getting to know the community. Chief Baker said that efforts are under way to more aggressively recruit candidates for employment. The police department is now pursuing State Accreditation. New in-house trainers are being selected to improve emergency vehicle driving skills. A new program called “Hope not Handcuffs” is being rolled out. Numerous other programs are being considered or developed to improve community engagement.

Lt. Gagnon briefed the committee on current events in the police department. The police department has hired a new officer, Jonathan Journal. Officer Journal is a graduate of Saginaw Valley and his academy certification was earned at Delta Community College. Sgt. Brian Eftink graduated from the Michigan State University School of Staff & Command.

The police department has assembled an 8-person recruiting team to better pursue high quality candidates. There is one open police officer position at this time.

Officer Brian Miller is heading up the community relations function of the department and is currently working on the National Night Out event.
The computer hardware for the new Digital Evidence system has been installed and is working. Personnel are undergoing training. The full use of the system will begin shortly.

“Stop The Bleed” is a new program which addresses how members of the public can provide aid to victims of trauma, it is focusing on emergency bleeding control.

Ms. Verbeke departed during the police department report to attend to a family obligation.

**ADJOURNMENT**

Mr. Taylor moved to adjourn the meeting
Supported by Mr. Johnson

**VOTE:**

Yes: Johnson, Boelter, Taylor, Hawkins

No: None

Motion carried (4-0)

The meeting was adjourned at 7:10 p.m.

Respectfully Submitted,
Stan J. Torres
Fire Department Clerk
CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY MEETING

August 14, 2018

CALL TO ORDER: Chairman Hassett called the meeting to order at 4:10 PM.

ROLL CALL: Present: Goodhall, Hassett, Kneffel, Molnar, Roberts
Absents: Dolly, Price, Thornton, Waltenspiel
Also Present: Samantha Seimer, Director of Authorities; Don Grice, Assistant City Manager; Aaron Stahly, Deputy Director of Public Works
Guests: none

LOCATION: Fieldstone Golf Club Arrowhead Board Room, 1983 Taylor Road, Auburn Hills, Michigan 48326

PERSONS WISHING TO BE HEARD
None.

APPROVAL OF MINUTES
A. Regular Meeting Minutes – July 10, 2018
There was no additional discussion about the meeting minutes as presented.

Moved by Mr. Molnar to approve the Regular TIFA Minutes from July 10, 2018 as presented.
Supported by Mr. Goodhall.

Yes: Goodhall, Hassett, Kneffel, Molnar, Roberts
No:  none

FINANCIAL REPORT
A. Period ending June 30, 2018
Ms. Seimer presented the financial report for period ending July 31, 2018. She reviewed the investment accounts stating that district A has $1.44 million cash and $1.2 million invested between three separate accounts including Investment Pooling, Cutwater and MiClass, District B has $162,507 million cash, and $7.86 million invested with Cutwater. The depletion of cash in District B is due to the onset of payments for the watermain replacement and pathway project for Opdyke Road. TIF District D has $846,497 cash on hand and $1.29 million invested with Cutwater.

TIF A has received 66% of its budgeted property tax revenue and utilized 39% of its expenditures. TIF B has received 68% of its budgeted property tax revenue and has only utilized 58% of its anticipated expenditures. TIF D has received 22% of the budgeted interest revenue for investments and utilized 35% of its budgeted expenditures, which is a 6% increase over the last month.

Ms. Seimer added that as of the time the financial report was produced, it did not include water payments, making the utility expenditures look low. Large increases are expected as billing for peak summer hours will take place in the next several months.

Mr. Molnar asked if the TIFA Board could evaluate its return on investments with Cutwater. Ms. Seimer stated that the investments that TIFA holds with Cutwater are part of a bigger portfolio within the city. She believed an investment report was recently submitted to City Council and that she would send the Board a copy. Chairman Hassett added that he recalled
Cutwater being selected due to their low fees rather than their return on investments. Ms. Seimer stated that is something she will look into with Ms. Schulz.

| TIFA 85-A | $26,759,951 | Available Cash (TIF-A) | $2,661,580 |
| TIFA 85-B | $16,244,879 | Available Cash (TIF-B) | $7,697,930 |
| TIFA 86-D | $27,167,234 | Available Cash (TIF-D) | $2,137,471 |
|          | $70,119,871 |                        | $12,496,981 |

Moved by Ms. Roberts to receive and file the financial report for period ending July 31, 2018. Supported by Mr. Kneffel.

Yes: Goodhall, Hassett, Kneffel, Molnar, Roberts
No: none

Motion carried

OLD BUSINESS

A. Colored LED Elevated Planter Lights

Mr. Grice presented a memo dated August 6, 2018 for Colored LED Elevated Planter Lights. He reviewed that last year DPW prepared a video presentation for the TIFA Board to showcase the LED color changing lights proposed for the elevated planter boxes throughout downtown. Ms. Seimer added that this may have been done during Mr. Herczeg’s tenure with Auburn Hills and presented during the 2017 budget at the same time the artificial turf was being considered.

Mr. Grice added that the trees planted during the original redesign of the road had since become root bound and beginning to cause damage to the infrastructure within the planter boxes including the existing irrigation and lighting systems. After considering several options staff determined it would be best to remove the trees and replant after the current construction project is finished. Rather than replacing fixtures with traditional white lights, staff recommended the installation of color controllable LED up lights which would enhance the presentation of the raised planters. The TIFA Board approved $60,000 for this project. On July 30th, the city received four bids for the project, with the lowest bidder being Graybar Electric in the amount of $66,452.40. The board needs to feel comfortable increasing the budget by just over $6,000.

Mr. Grice added that the scope project has been as this is the second round of bids for the lights. He added this could explain why all of the numbers in the bid were so close together. The original scope called for the replacement of 81 lights, this bid is for 54 lights. The City recommends approval of the purchase and DPW will complete the installation as part of the auburn Road Construction Project.

Mr. Molnar asked how expensive it would be to go back to the original 81 lights. Mr. Hassett and Ms. Seimer confirmed it is approximately $30,000 more to increase from 54 lights. The board said that this is something they could look at for Squirrel Court in future budget.

Moved by Mr. Kneffel to approve the purchase of 54 color changing LED up-lights from the low bidder, Graybar Electric, in the amount of $66,452.40. Funding to be provided from TIF-A Account #251-735-970.000. Supported by Ms. Roberts.

Yes: Goodhall, Hassett, Kneffel, Molnar, Roberts
No: none

Motion carried

B. University Center Maintenance Update

Mr. Stahly gave a brief update as to the conditions at the University Center (UC). He reviewed that Midpoint Construction began working on the upstairs floor of the UC only to find the floor and its joists in greater disrepair than originally anticipated. Staff has asked Midpoint bring in an engineer to provide an evaluation for fixing the floor. Midpoint will then provide an updated estimate and anticipated timeline for permitting and repairs to come back before the Board by September at the latest.

In the meantime, staff will look at other options for Avondale and the currently scheduled OU classes for the fall semester. Chairman Hassett asked about a contract with Avondale that may have been put in place at the time the UC was renovated. Mr. Seimer and Mr. Grice stated that they would look for the contract. The Board discussed the possibility of
making the repair and eventually selling the building, pending what the contract states, to have an additional commercial space and potential restaurant in our Downtown.

**NEW BUSINESS**
None.

**CORRESPONDENCE AND PRESENTATIONS**

**A. 2019 – 2022 Budget Presentation**

Ms. Seimer presented the 2019-2023 budget for each TIF District to the Board. She reviewed revenues and expenditures for each district. It is anticipated that property tax revenues will hover around 2% inflationary increases over the next five years. There is a large decrease in capital projects for 2018. Staff remains to conservatively estimate zero revenue for TIF District D due to negative capture. There is a negative $5,000 line item in the district’s revenues for any potential Michigan Tax Tribunal decision that may decrease TIF-D’s position.

Increases in TIF-A primarily fall contractual services and repair and maintenance. The repair and maintenance includes HVAC work at the Downtown Office (Chamber of Commerce), The DEN and The University Center as well as parking lot resurfacing and maintenance at Riverside and the Primary Street Parking Lot. Contractual services increase is due to the inclusion of two grants, the Site Improvement Grant which is 3 matching grants for up to $30,000 each and the other $300,000 budgeted as a Business Recruitment Grant. There is $5,000 for contractual services specific for attorney or engineering fees that may be associated with new projects.

In TIF District B, the overall expenditures from 2018 to 2019 decrease significantly. In 2018 large expenditures were due to the Opdyke Road water main and sewer replacement. In 2019, there are no planned large capital projects with the exception of maintenance, $500,000 budgeted for strategic property purchases and $100,000 for an Emerging Technologies Grant opportunity for building improvements and site readiness. Ms. Seimer reviewed that this is the grant that was used for Nexteer Automotive, a business ineligible for a tax abatement. Chairman Hassett and Mr. Molnar added that more should be budgeted to spend down the fund balance of this district. They asked when the TIFA’s expire, Ms. Seimer stated that the TIF Districts sunset from county tax capture in 2031. The Board would like DPW to take a look at projects in the out years throughout the district to see if any of those can be pulled forward and TIFA can provide funding to complete projects sooner. Additionally the Board discussed budgeting for a sponsored survey to see what businesses need and completing the pathways through industrial parks and making good community investments. Ms. Seimer stated that this district typically captures $1.2 million in tax increment revenue annually.

There is only a $16,381 increase in district D from 2018 to 2019. Staff has been working to shift reasonable expenditures from TIF-D to TIF-B to help maintain a fund balance in this struggling district. The largest increase is $10,000 for maintenance on the Civic Center play structure. Due to conservative budgeting and the shifting of expenditures, TIF-D still experiences a decreased fund balance, but the decrease has slowed its rate of decline as compared to previous year’s budgets.

Overall, TIF Districts A & B maintain healthy fund balances despite large reductions in 2018 for capital projects. The magnitude of the projects had led to some cash depletion in the TIFA investment accounts. TIF District D continues to trend downward in its cash position, but much less drastically than in previous years. Ms. Seimer noted that the Board will see a few changes to the Budget at its September Board meeting where it will adopt the 2018 Amended and 2019 Proposed budgets. These changes include the addition of a $160,000 transfer out of TIF B to the DDA for the Robertson Brothers incentive, the addition of an $800,000 transfer from TIF B to TIF D for an incentive for the renovations to Seyburn Mansion and a change of $170,000 in capital projects in TIF A. This change of $170,000 pushes the boat launch project from 2018 to 2019.

**BOARD MEMBER COMMENTS**

Chairman Hassett stated that Gail Cartwright, a staff member at The DEN, who has been integral in assisting enter ballots for the Dream Vacation Sweepstakes, should receive a bonus for going above and beyond her duties. Mr. Molnar stated that he would be comfortable with giving $200 as a contribution award, rather than a bonus.

The Board requested that Ms. Seimer reach out to Terry Bailey for an update on The Residences at Thirty Two 50.
ANNOUNCEMENT OF NEXT MEETING
The next regularly scheduled TIFA Board of Directors meeting is Tuesday, September 11, 2018 at 4:00 PM at Auburn Hills City Hall Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT
There being no objections, the TIFA Board of Directors meeting adjourned at 6:28.

Respectfully submitted,

Steve Goodhall  Samantha Seimer
Secretary of the Board  Executive Director
CITY OF AUBURN HILLS
DOWNTOWN DEVELOPMENT AUTHORITY MEETING

August 20, 2018

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

CALL TO ORDER: Chairman Young called the meeting to order at 5:49 PM.

ROLL CALL

Present: McDaniel, Travnikar, Wise, Volk, Young
Absent: Gliniecki, Jernigan, Spurlin
Also Present: Samantha Seimer, Director of Authorities
Guests: None.

PERSONS WISHING TO BE HEARD

None.

APPROVAL OF MINUTES

A. DDA Meeting Minutes from July 9, 2018

There was no additional discussion of the minutes.

Moved by Mr. Volk to approve the DDA Minutes from July 9, 2018 as submitted.
Support by Mr. Travnikar.

Yes: McDaniel, Travnikar, Wise, Volk, Young
No: None

Motion carried

FINANCIAL REPORT

A. Financial Report for period ending July 31, 2018

Ms. Seimer reviewed the financial report for period ending July 31, 2018. She stated that the DDA has received $71,790 in tax increment revenue over the last several months. This is 63% of the budgeted tax revenues for the year. Ms. Seimer stated that this is on par with what all of the TIF Districts have received in tax increment revenue to date.

The DDA has utilized 30% of its budgeted expenditures for the year, specific to administrative and interfund charges as well as payments and marketing for the downtown concert series.

The Board now has a cash position of over $145,000.

Moved by Mr. Travnikar to receive and file the financial report for period ending July 31, 2018.
Supported by Ms. Wise.

Yes: McDaniel, Travnikar, Wise, Volk, Young
No: None

Motion carried

CORRESPONDENCE AND PRESENTATIONS

A. 2019 – 2023 Budget Presentation

Ms. Seimer presented the DDA Board with its 2019 – 2023 budgets. She reviewed that the DDA has budgeted extremely conservatively over the last several years in order to build its coffers for future capital improvement projects and potential incentives. Currently, the only projected revenue for the DDA is tax increment revenue which conservatively increases each year by the expected rate of inflation.
which overs just above 2% over the next five years. When completing the budget process, new construction is not taken into consideration. Staff cannot accurately predict when tax increment revenue from new builds may affect the tax rolls. However, with the amount of planned development within the DDA District in the next two years, staff anticipates that the cash position will increase more than the budget predicts.

She reviewed the 2018 compared to 2019 expenditures noting that the budgeted increase of $17,700 is due to supplies and community relations. There is additional dollars budgeted for marketing and printing of materials and additional programming of the amphitheater. Ms. Seimer added that the increase allows the DDA Board to be flexible in the next year, choosing different projects to support, host, or sponsor.

At the end of 2018, the projected fund balance of the DDA will be just under $200,000 and expected to increase at a rate of 20% annually if the budget remains consistent.

The only change that will occur to the DDA Budget as presented to City Council is the addition of the $160,000 transfer from TIF B to the DDA in 2019, with the corresponding loan repayment for four years beginning in 2020.

Moved by Mr. Volk to approve the Downtown Development Authority 2018 Amended Budget and 2019 Proposed Budget and recommend to the City Council the inclusion of these budgets for adoption in the City’s overall budget documents.

Supported by Mr. Travnikar.

Yes:    McDaniel, Travnikar, Wise, Volk, Young
No:      None

Motion carried

OLD BUSINESS
None.

NEW BUSINESS
None.

BOARD MEMBER COMMENTS
The Board asked about the status of projects forthcoming in downtown. Ms. Seimer stated that tree removals began today at Primary Place. The MiL and The Residences at Thirty Two 50 are still moving forward to the best of her knowledge. Mayor McDaniel added that the MiL will definitely be moving forward soon, they have negotiated to lease the vacant space next to Auburn Village Family Dental, formerly Waterhouse Photography, to use as their leasing office. Robertson Brothers plans to break ground this fall and there is a new condo development off of Old Adams Road as well as at the Mound and Superior Site. Ms. Seimer stated that she plans to reach out to Terry Bailey with The Residences of Thirty Two 50 this week for a status update. She added that his site plan does expire in October and he is aware.

Ms. Wise asked about the green building at 3180 Auburn Road. Ms. Seimer stated that is still caught up in litigation and has since gone to the Michigan Supreme Court. Staff hopes to have a determination by the end of the year on the ownership of the building.

ANNOUNCEMENT OF NEXT MEETING – The next Downtown Development Authority Board of Directors will be Monday, November 19, 2018, at 5:30 PM at City Hall in the Administrative Conference Room.

ADJOURNMENT
There being no objections, the meeting was adjourned at 6:15 p.m.

Respectfully submitted,

Samantha R. Seimer
Executive Director
INTRODUCTION AND HISTORY

City Staff has partnered with a local business development in the area, FANUC America Corporation, to apply for grant funding in support of the reconstruction of West Entrance Drive from Hamlin Road to the dead end cul-de-sac 0.6 miles north. FANUC America Corporation is proposing to build a new 461,525 sq. ft. Manufacturing and Warehousing facility at 1100 West Entrance Drive. They are the world’s leading supplier of industrial robots. FANUC America Corporation also produces software, controls, and vision products that aid in the development of robotic systems. The new facility will serve as an expansion of their Americas Headquarters campus that is currently located in both the cities of Auburn Hills and Rochester Hills on Hamlin Road. The company will consolidate and expand operations from other locations in the Metro Detroit area to this single facility. They report that the business expansion will create 100 new jobs at this new Michigan facility.

West Entrance Drive is being considered for reconstruction consisting of some concrete curb and gutter replacement as well as a complete removal and replacement of the road base and asphalt road surface. The current pavement cross section consists of 4-5 inches of asphalt pavement and is considered to be a Type-B road suitable for light truck traffic with seasonal road load limit restrictions. With the increase in large truck traffic generated from the new FANUC America Corporation facility, the new road will include a 9 inch cross section of asphalt pavement. West Entrance Drive will then be upgraded to a Type-A road without seasonal load limit restrictions. With the FANUC America Corporation development and the creation of 100 new Michigan jobs, the Michigan Transportation Economic Development Fund (MTEDF) is offering Category A: Economic Development Road Projects grant funding. The grant funding is intended to support transportation projects in areas where new economic development is taking place that will retain jobs in Michigan or bring new jobs. Therefore, the proposed West Entrance Drive reconstruction project qualifies for grant consideration.

The application that was submitted for consideration, requires several forms to be completed by the City and the business partner, FANUC America Corporation. Among the require forms, is submission of a resolution of support from the local government partner. The resolution must indicate support for the development, and a commitment by the affected governing jurisdiction to provide at least 20 percent of the total cost of the transportation project as match funding. The MTEDF may provide up to $3,000 per new job, and therefore the City is requesting a $300,000 grant be awarded that is representative of the 100 new jobs created by the development. Of the $2,525,000 needed to complete the reconstruction of West Entrance Drive, $300,000 is the grant request and $2,225,000 is being offered as the City match for the project. The match funding is identified in the 2019 Proposed Budget, account # 203-453-973.000- WESTENTNCSAD for a year 2020 construction.

STAFF RECOMMENDATION

In consideration of funding for the West Entrance Drive Reconstruction project from the MTEDF, Category A grant funding opportunity, it would be appropriate for City Council to approve the attached resolution in support of the transportation and associated economic development project identified herein.

MOTION

Move to Approve the RESOLUTION OF SUPPORT WEST ENTRANCE DRIVE RECONSTRUCTION & ECONOMIC DEVELOPMENT PROJECT.
I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
CITY OF AUBURN HILLS
RESOLUTION OF SUPPORT
WEST ENTRANCE DRIVE RECONSTRUCTION
& ECONOMIC DEVELOPMENT PROJECT

At a regular meeting of the City Council of the City of Auburn Hills, County of Oakland, State of Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326 at 7:00 PM, on the 27th day of August, 2018

The following resolution was offered by Councilperson ___________ and supported by Councilperson ____________:

WHEREAS, it is acknowledged among the City of Auburn Hills (CITY), and the Local Business Developments, that West Entrance Drive is in a state of deterioration from Hamlin Road and north approximately 0.6 miles to the dead end cul-de-sac; and

WHEREAS, it has become necessary to replace the existing concrete and asphalt portions of pavement for the health, welfare and safety of the community and traffic commuters; and

WHEREAS, the City acknowledges and supports the new business developments in the area that will bring new jobs to Michigan, including FANUC America Corporation, 1100 West Entrance Drive; and

WHEREAS, the City has been working to design traffic control systems to efficiently manage traffic patterns and the increased traffic flow in this area; and

WHEREAS, the City has been working to establish the funding necessary to repair the degraded pavement on West Entrance Drive; and

WHEREAS, the City and FANUC America Corporation have partnered together to apply for the transportation grant funding through the Michigan Transportation Economic Development Fund to aid in funding the West Entrance Drive Reconstruction project; and

WHEREAS, the City has committed to provide $2,250,000 toward the West Entrance Drive Reconstruction project as match money with the MTEDF Grant consideration of $300,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Auburn Hills that in an ongoing effort to efficiently and effectively manage traffic patterns in Auburn Hills, and in support of economic development and bringing new jobs to Michigan, the Auburn Hills
City Council supports the construction of the WEST ENTRANCE DRIVE RECONSTRUCTION & ECONOMIC DEVELOPMENT PROJECT described in this document.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN )
) SS
COUNTY OF OAKLAND )

I, the undersigned, the duly qualified and acting City Clerk of the City of Auburn Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Auburn Hills at a regular meeting held on the ___ day of ______________, 2018, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ___ day of ______________, 2018.

_______________________________
Laura Pierce, Clerk
City Clerk
City of Auburn Hills
INTRODUCTION AND HISTORY
Since 2012, the City of Auburn Hills (City) has participated in an agreement with the Road Commission for Oakland County (RCOC) to provide winter maintenance on South Boulevard and Adams Road. Winter maintenance consists of snowplowing and salting in accordance with RCOC standard practices and guidelines. Other road maintenance functions such as filling potholes remains the responsibility of the RCOC.

Based on 3.28 miles of roadway, RCOC will pay the City $17,849.66 for winter operations maintenance. This is a 2% increase from the last year. A cost breakdown is provided in Exhibit 3.

STAFF RECOMMENDATION
Staff recommends approval of the Winter Operations Agreement (Exhibit 2) between the City of Auburn Hills and the Road Commission for Oakland County.

MOTION
Motion to approve Winter Operations Agreement between the City of Auburn Hills and the Road Commission for Oakland County. Services provided to be reimbursed from the Road Commission for Oakland County to the City of Auburn Hills in the amount of $17,849.66.

EXHIBIT
Exhibit 1 – RCOC Cover Letter
Exhibit 2 – Agreement
Exhibit 3 – Cost Breakdown

I CONCUR:
THOMAS A. TANGHE, CITY MANAGER
August 08, 2018

Mr. Thomas A. Tanghe
City Manager
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, MI 48326-2753

RE: 2018-2019 Winter Maintenance Agreement

Dear Mr. Tanghe:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Auburn Hills.

This 2018-2019 agreement has an increase of 2%, which increases the amount from $17,499.68 to $17,849.66.

If this agreement is satisfactory, please return the two-signed copies and the resolution of approval by your Board. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/Dr

Attachment
2018-2019 WINTER MAINTENANCE AGREEMENT
CITY OF AUBURN HILLS

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of __________, 2018, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Auburn Hills, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual convenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board’s maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board’s standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of $17,849.66, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December, 2018
50% in March, 2019
The making of said payments shall constitute the Board’s entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker’s compensation insurance, employer’s liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board’s liability for any and all claims arising out of the City’s performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the
individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party. It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2018, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2019, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of ____________________________, and by the City by authority of a resolution of its governing body, adopted ____________________________, (copy attached as Exhibit C).

Witnesses:                      CITY OF AUBURN HILLS
                                  A Municipal Corporation

__________________________________________________________
By: ______________________________________________________
Its: _____________________________________________________

__________________________________________________________
By: ______________________________________________________
Its: _____________________________________________________

Witnesses:                      BOARD OF COUNTY ROAD COMMISSIONERS
                                  OF THE COUNTY OF OAKLAND,
                                  A Public Body Corporate

__________________________________________________________
By: ______________________________________________________
Its: _____________________________________________________

__________________________________________________________
By: ______________________________________________________
Its: _____________________________________________________

______________________________
### Adams
Extending from S. Boulevard to Forester

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### South Boulevard
Extending from E. Pontiac Line to Adams

<table>
<thead>
<tr>
<th>Miles</th>
<th>Cost Per Mile</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.18</td>
<td>$3,797.06</td>
<td>$4,480.53</td>
</tr>
<tr>
<td>0.75</td>
<td>$6,644.88</td>
<td>$4,983.66</td>
</tr>
<tr>
<td>0.07</td>
<td>$8,195.77</td>
<td>$573.70</td>
</tr>
<tr>
<td>2.00</td>
<td></td>
<td>$10,037.89</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Miles</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.28</td>
<td>$17,849.66</td>
</tr>
</tbody>
</table>
CITY OF AUBURN HILLS
EXHIBIT A
(cont.)

TWO LANES ($3,722.61 per mile)

<table>
<thead>
<tr>
<th>Miles</th>
<th>Cost Per Mile</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.19</td>
<td>$3,797.06</td>
<td>$721.44</td>
</tr>
<tr>
<td>1.18</td>
<td>$3,797.06</td>
<td>$4,480.53</td>
</tr>
<tr>
<td>1.37</td>
<td></td>
<td>$5,201.97</td>
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</table>

THREE LANES ($5,281.74 per mile)

<table>
<thead>
<tr>
<th>Miles</th>
<th>Cost Per Mile</th>
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</thead>
<tbody>
<tr>
<td>0.59</td>
<td>$5,387.37</td>
<td>$3,178.55</td>
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FOUR OR FIVE LANES ($6,514.59 per mile)

<table>
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<th>Cost Per Mile</th>
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</thead>
<tbody>
<tr>
<td>0.12</td>
<td>$6,644.88</td>
<td>$797.39</td>
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<tr>
<td>0.75</td>
<td>$6,644.88</td>
<td>$4,983.66</td>
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<tr>
<td>0.87</td>
<td></td>
<td>$5,781.05</td>
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</table>

SIX OR MORE LANES ($8,035.07 per mile)

<table>
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<tr>
<th>Miles</th>
<th>Cost Per Mile</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.38</td>
<td>$8,195.77</td>
<td>$3,114.39</td>
</tr>
<tr>
<td>0.07</td>
<td>$8,195.77</td>
<td>$573.70</td>
</tr>
<tr>
<td>0.45</td>
<td></td>
<td>$3,688.10</td>
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</table>

Total Miles

<table>
<thead>
<tr>
<th>Miles</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.28</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

50% in December, 2018

$ 8,924.83

50% in March, 2019

$ 8,924.83

$ 17,849.66
INTRODUCTION AND HISTORY

Public Act 213 of 2007 requires local governments to prepare periodic investment reports for presentation to their governing body. The investment of the City’s working capital or surplus monies is governed by the City’s Investment Policy document which incorporates both state (Public Act 20 of 1943 as amended) and local statutes.

In September of 2009, the Investment Policy was amended to allow the City to contract with external investment firms to manage a portion of the City’s surplus operating funds. After establishing two custodial accounts with JPMorgan/Chase, $20.0 million was initially transferred into each account to allow the investment firms of Ambassador Capital and MBIA (since renamed to Cutwater Asset Management), to begin investing the City’s funds December 2009. Later in 2010, the custodial accounts were moved from JPMorgan/Chase to Comerica.

In January of 2011, the City engaged the services of Asset Strategies to provide a level of due diligence beyond internal staff review, perform quarterly reviews of the performance of the City’s investment portfolio, and to ensure the City’s investment portfolio remains in compliance with Public Act 20.

In September 2014, Ambassador Capital was dissolved. Cutwater Asset Management managed the funds temporarily until City Council subsequently approved the recommendation of internal staff and Asset Strategies to name Cutwater Asset Management as the City's sole investment manager in January 2015. Since July 2015, Cutwater Asset Management operates as Insight Investment.

In April 2015, Council approved the City to transfer excess cash into the Oakland County Local Government Investment Pool. Staff will transfer into and draw from this account based on cash flow and operational needs.

Beginning with the 2015 4th quarter cash and investment report to City Council, it was determined that summarized material from the City’s investment consultant report provided an acceptable review of the City’s managed cash. Further, it was determined that future quarterly reporting would be included on the consent agenda and the City’s investment consultant would be invited to address City Council a minimum of two times during the year regarding the City’s managed cash and investments.

As of July 1, 2016, the City’s investment consultant firm, Asset Strategies, was acquired by the Bogdahn Group. As of the beginning of 2017, the Bogdahn Group changed its name to AndCo Consulting. Mr. George Vitta remained an employee of the new firm. Both Mr. Vitta and Mr. Brian Green (formerly of the Bogdahn Group) shared in the consulting to the City.

Beginning May 2017, the City began utilizing the Michigan CLASS pool with an initial transfer of $9.8M of which $5.5 was from the General fund and not needed for immediate cash flow. Staff anticipates moving funds in and out of Michigan CLASS for very temporary periods based on cash flow needs, therefore, City Council can expect to see greater fluctuations in this account balance from time to time.

As of December 31, 2017, Mr. George Vitta retired from AndCo Consulting. Mr. Brian Green, however, will continue as the City’s investment consultant.

Attached is the 2nd quarter 2018 investment summary prepared by AndCo Consulting. The select pages include both a Summary and Executive report. These pages provide a summary of the City’s asset allocation of investments, past and
current performance, market values, and an evaluation. The complete 20 page quarterly report is filed with the City Clerk and available for review at any time.

As has been the practice, AndCo Consulting's report includes only managed cash invested through Insight Investment, the Local Government Investment Pool, Michigan CLASS, and Certificate of Deposits. Cash held by the city for operational needs in a non-interest bearing checking account is not reported.

As of June 30, 2018, there was approximately $37.4M available for City operations in the City’s operational checking account and allocated as follows:

- $18M Governmental funds
- $12.8M Proprietary funds
- $1.3M Internal Service
- $5.3M Component unit funds

**STAFF RECOMMENDATION**

The staff recommends the acceptance of the 2018 2nd quarter ending June 30, 2018 Cash Management Summary and Executive reports submitted by AndCo Consulting.

**MOTION**

Move to receive and file the AndCo Consulting 2nd Quarter 2018 Cash Management Summary and Executive reports.

I CONCUR:  
Thomas A. Tanghe, City Manager
Investment Performance Review
Period Ending June 30, 2018

City of Auburn Hills - Cash Management
### Asset Allocation & Performance

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Cash Management</td>
<td>62,186,319</td>
<td>100.0</td>
<td>0.29</td>
<td>0.03</td>
<td>0.11</td>
<td>0.37</td>
<td>0.80</td>
<td>0.58</td>
<td>0.84</td>
<td>0.81</td>
<td>0.77</td>
<td>01/01/2010</td>
</tr>
<tr>
<td>90 Day U.S. Treasury Bill</td>
<td>62,186,319</td>
<td>100.0</td>
<td>0.27</td>
<td>0.28</td>
<td>0.35</td>
<td>0.45</td>
<td>1.36</td>
<td>0.90</td>
<td>0.64</td>
<td>0.40</td>
<td>0.27</td>
<td></td>
</tr>
<tr>
<td>Insight Investment</td>
<td>41,659,938</td>
<td>67.0</td>
<td>0.29</td>
<td>-0.13</td>
<td>-0.03</td>
<td>0.31</td>
<td>0.43</td>
<td>0.34</td>
<td>0.71</td>
<td>0.84</td>
<td>0.85</td>
<td>01/01/2010</td>
</tr>
<tr>
<td>90 Day U.S. Treasury Bill</td>
<td>41,659,938</td>
<td>67.0</td>
<td>0.27</td>
<td>0.28</td>
<td>0.35</td>
<td>0.45</td>
<td>1.36</td>
<td>0.90</td>
<td>0.64</td>
<td>0.40</td>
<td>0.27</td>
<td></td>
</tr>
<tr>
<td>IM U.S. Cash Fixed Income (SA+CF) Median</td>
<td>4,137,538</td>
<td>23.2</td>
<td>0.38</td>
<td>0.31</td>
<td>0.34</td>
<td>0.54</td>
<td>1.59</td>
<td>1.32</td>
<td>1.15</td>
<td>0.94</td>
<td>0.98</td>
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</tr>
<tr>
<td>Michigan Class</td>
<td>14,437,538</td>
<td>23.2</td>
<td>0.29</td>
<td>0.32</td>
<td>0.39</td>
<td>0.50</td>
<td>1.51</td>
<td></td>
<td></td>
<td></td>
<td>1.42</td>
<td>05/01/2017</td>
</tr>
<tr>
<td>Oakland County LGIP</td>
<td>5,319,807</td>
<td>8.6</td>
<td>0.33</td>
<td>0.39</td>
<td>0.25</td>
<td>0.46</td>
<td>1.43</td>
<td>1.23</td>
<td>1.11</td>
<td></td>
<td>1.10</td>
<td>05/01/2015</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>739,470</td>
<td>1.2</td>
<td>0.22</td>
<td>0.22</td>
<td>0.30</td>
<td>0.43</td>
<td>1.18</td>
<td>1.00</td>
<td>1.02</td>
<td>0.82</td>
<td>0.82</td>
<td>01/01/2010</td>
</tr>
<tr>
<td>Comerica Govt Cash</td>
<td>29,566</td>
<td>0.0</td>
<td>0.24</td>
<td>0.22</td>
<td>0.32</td>
<td>0.42</td>
<td>1.20</td>
<td>0.91</td>
<td></td>
<td></td>
<td>0.82</td>
<td>03/01/2016</td>
</tr>
</tbody>
</table>

### Financial Reconciliation

<table>
<thead>
<tr>
<th>Allocation</th>
<th>Market Value 01/01/2018</th>
<th>Income</th>
<th>Net Investment Gain/Loss</th>
<th>Net Cash Flow</th>
<th>Market Value 06/30/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Cash Management</td>
<td>66,645,572</td>
<td>512,097</td>
<td>-217,734</td>
<td>-4,753,616</td>
<td>62,186,319</td>
</tr>
<tr>
<td>Insight Investment</td>
<td>41,545,139</td>
<td>332,533</td>
<td>-217,734</td>
<td>-</td>
<td>41,659,938</td>
</tr>
<tr>
<td>Michigan Class</td>
<td>18,840,748</td>
<td>136,119</td>
<td>-</td>
<td>-4,539,329</td>
<td>14,437,538</td>
</tr>
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<td>Oakland County LGIP</td>
<td>5,283,275</td>
<td>37,487</td>
<td>-</td>
<td>-955</td>
<td>5,319,807</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>745,239</td>
<td>5,369</td>
<td>-</td>
<td>-11,137</td>
<td>739,470</td>
</tr>
<tr>
<td>Comerica Govt Cash</td>
<td>231,171</td>
<td>589</td>
<td>-</td>
<td>-202,195</td>
<td>29,566</td>
</tr>
</tbody>
</table>

### June 30, 2018 : $62,186,319

- Certificates of Deposit: 1.2%
- Oakland County LGIP: 8.6%
- Michigan Class: 23.2%
- Insight Investment: 67.0%
1. Investment Results for the $62.1 million portfolio managed by Insight Investment and the Finance Director/Treasurer met expectations. The investment rate of return was +0.37% for the quarter and +0.80% for the past 12 months. These results compare to 0.45% return for T-Bills this quarter, and 1.36% for the past 12 months. Longer term results (trailing 3 year and 5 year) are well ahead of relevant benchmarks.

2. Investment Activity for the quarter:

<table>
<thead>
<tr>
<th>Manager</th>
<th>Interest</th>
<th>$ FMV Adjustment</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Insight Investment</td>
<td>$165,547</td>
<td>($36,477)</td>
<td>$129,070</td>
</tr>
<tr>
<td>2) Oakland County Invest Pool</td>
<td>$24,212</td>
<td>N/A</td>
<td>$24,212</td>
</tr>
<tr>
<td>3) CDs plus J Fund</td>
<td>$3,381</td>
<td>N/A</td>
<td>$3,381</td>
</tr>
<tr>
<td>4) Michigan CLASS (new)</td>
<td>$72,317</td>
<td>N/A</td>
<td>$72,317</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$265,457</td>
<td>($36,477)</td>
<td>$228,980</td>
</tr>
</tbody>
</table>

3. Investment Activity for the trailing 12 months:

<table>
<thead>
<tr>
<th>Manager</th>
<th>Interest</th>
<th>$ FMV Adjustment</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Insight Investment</td>
<td>$658,680</td>
<td>($480,171)</td>
<td>$178,509</td>
</tr>
<tr>
<td>2) Oakland County Invest Pool</td>
<td>$75,180</td>
<td>N/A</td>
<td>$75,180</td>
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<tr>
<td>3) CDs plus J Fund</td>
<td>$10,040</td>
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<td>$10,040</td>
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<tr>
<td>4) Michigan CLASS (new)</td>
<td>$213,777</td>
<td>N/A</td>
<td>$213,777</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$957,677</td>
<td>($480,171)</td>
<td>$477,506</td>
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</tbody>
</table>

4. The Average Credit Quality on the portfolio is AAA.

5. General investment guidelines and policies, as well as specific guidelines on safety and liquidity, are being followed.

6. Insight Investment and the Finance Director/Treasurer are earning competitive returns, net-of-fees. The active cash management program is both paying for itself and providing a significantly greater return on investment for the City after eight years.
To: Mayor and City Council  
From: Thomas A. Tanghe, City Manager and William Griffin, City Assessor  
Submitted: August 22nd, 2018  
Subject: Public Hearing and request to approve a new IFEC for Esys Automation

**INTRODUCTION AND HISTORY**

An application for a new IFEC by Esys Automation has been received for real property to be located at 1000 Brown Rd., parcel number 02-14-04-200-019.

The application was filed on August 6, 2018 and the building permit was issued April 11, 2018. This application involves real property consisting of an approximately 125,000 sq. ft. building of new office, engineering, R&D and manufacturing. The facility will include approximately 40,000 sq. ft. of office and 85,000 sq. ft. of manufacturing which is estimated to house 300 employees by 2022. The total project investment is estimated at $10,081,941.
Real Property is defined by the City’s Property Tax Incentive Policy to include:

H. “land, buildings, parking lots, utilities and similar items as defined in the General Property Tax Act and as assessed for property tax purposes.”

Esys Automation was established in 1999 with 8 employees. Today Esys employs 158 highly qualified engineers and specialists that provide turnkey automation solutions. Esys has three locations; two locations in Auburn Hills, Michigan and one in Greenville, South Carolina.

Founded on the principle of attracting and retaining the industry’s most talented engineers, Esys employs an “Open Book Management” philosophy to provide a stable management structure and operating consistency. Esys believes that the future of their company rests squarely on the knowledge, imagination, skills, teamwork and integrity of their employees.

In 2014, 2015, 2016, and 2017 Esys was the recipient of the Detroit Free Press Top Workplaces Award. Esys has twice been recognized by Inc. 500 as one of the fastest growing companies in the United States. They were also recognized as an innovation leader by winning an Automotive News PACE Award.

The project proposed in this application would be eligible for consideration of an IFEC under the provision of the City’s Property Tax Incentive Policy as:

A new facility (IFEC) – industrial real property and land improvements, a new business, as provided in PA 198, 1974 as amended may be granted a 50% tax incentive for up to six (6) years based upon the criteria included in this policy. The minimum investment by a business in a new facility has met the following requirements.

- The parcel that this building will be located on has been situated within an established Industrial Development District since October, 1985.
- Esys Automation will lease the property for 12 years. This agreement is necessary and upholds the policy requirement to continue operations at the facility for six (6) years beyond the term of the six (6) year certificate agreement.

Estimated on the construction cost, an annual tax savings for Esys will be approximately $123,500.

**PENDING APPEALS**

To the best of staff’s knowledge:

- There are no outstanding and/or pending appeal(s) involving the property that is the subject of this application/request.
- There is no outstanding and/or pending appeal(s) involving the applicant filing for this tax incentive/request within the City of Auburn Hills.

**STAFF RECOMMENDATION**

Approve a six (6) year IFEC for Esys Automation’s new facility with the agreement that the company will continue to operate at the facility six (6) years beyond the six (6) year term.

**MOTION**

Move to approve the request for a 6-year year IFEC for Esys Automation, for a total real property investment of $10,081,941 by adopting the attached resolution.

I CONCUR:
CITY OF AUBURN HILLS
RESOLUTION
APPROVING AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR ESYS AUTOMATION

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills MI 48326 on the 27th day of August, 2018.

The following resolution was offered by Councilperson __________________ and supported by Councilperson ____________________________

WHEREAS, pursuant to P.A. 198, 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on the 21st day of October, 1985, the City of Auburn Hills, established an Industrial Development District, commonly referred to as the Anirjot Investment Company Industrial Development District; and

WHEREAS, Esys Automation has filed an application for an Industrial Facility Exemption Certificate with the Clerk of the City of Auburn Hills with respect to proposed new real property within the Anirjot Investment Company Industrial Development District; and

WHEREAS, before acting on said application, the City Council of Auburn Hills held a hearing on the 27th day of August, 2018 at a regularly scheduled meeting, at which time the applicant, the assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility has not begun earlier than six (6) months before 6th day of August, 2018, the date of the acceptance of the application for the Industrial Facility Exemption Certificate; and

WHEREAS, completion of the real property is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in Auburn Hills; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Auburn Hills after granting this certificate will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of Auburn Hills that:

1. The City Council of Auburn Hills finds and determines that the granting of this Industrial Facilities Exemption Certificate, together with the aggregate amount of the certificates previously granted and currently in force, under PA 198 of 1974, and PA 225 of 1978, shall not have the effect of substantially impeding the operation of the City of Auburn Hills, or of impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Auburn Hills.

2. The application from Esys Automation for an Industrial Facilities Exemption Certificate with respect to the New Construction of Real Property on the following described parcel of real property situated within the Anirjot Investment Company Industrial Development District; to wit;
The real property parcel the facility is located on is identified as tax parcel 02-14-04-200-019, having an address 1000 Brown Road, City of Auburn Hills, MI 48326, including:

T3N, R10E, SEC 4 PART OF NE 1/4 BEG PT DIST S 87-32-55 W 1450 FT & S 02-24-41 E 113 FT FROM NE SEC COR, TH S 02-24-41 E 90.16 FT, TH S 15-10-57 E 67.86 FT, TH S 02-24-41 E 193.65 FT, TH S 87-32-55 W 994.75 FT, TH N 03-45-25 W 350.09 FT, TH N 87-32-55 E 987.97 FT TO BEG 7.98 A6-4-99 FR 017 is hereby approved for real property improvements.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of six (6) years, and the starting date for the certificate is December 31, 2018 and the ending date is December 30, 2024.

4. The total project investment approved is $10,081,941.

5. Esys Automation agrees to operate the facility for which the Industrial Facilities Exemption Certificate is granted for the term of the certificate, plus an additional six (6) years after the date of the certificate’s expiration.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION ADOPTED

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 27th day of August, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 27th day of August, 2018.

________________________________
Laura Pierce, City Clerk
INTRODUCTION AND HISTORY
A request to establish an Industrial Development District (IDD) has been submitted July 31, 2018 by FANUC America Corporation (the “applicant”) for the vacant property that consists of 24.344 acres identified as tax ID number: 02-14-24-476-024. The parcel is zoned T&R – Technology and Research.
Industrial Development Districts

Industrial Development Districts are established for new real property projects as provided for by Public Act 198, 1974 as amended.

“The legislative body of a local governmental unit may establish a plant rehabilitation district or an industrial development district on its own initiative or upon a written request filed by the owner or owners of 75% of the state equalized value of the industrial property.” (PA 198 4(2), 1974 as amended)

Establishing this parcel within an Industrial Development District will serve to enable the applicant the ability to apply for respective industrial facility exemption certificates.

Pending Appeals
To the best of staff’s knowledge:

- There is no outstanding and/or pending appeal(s) involving the property that is the subject of this application/request.
- There is no outstanding and/or pending appeal(s) involving the applicant filing for this tax incentive/request within the City of Auburn Hills.

Abatement Eligibility
Establishment of an Industrial Development District is a prerequisite to consideration of an Industrial Facility Exemption Certificate for any new real property improvements.

Staff Recommendation
Based on reviewing the property records and the applicant’s request, staff recommends approval of FANUC America Corporation’s request for establishing an Industrial Development District encompassing parcel 02-14-24-476-024, consisting of a total of 24.344 acres.

MOTION
Move to approve the request to establish an Industrial Development District for FANUC America Corporation by adopting the attached resolution.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
At a meeting of the City Council held on the 27th day of August, 2018 at the City Council Chambers at 1827 N. Squirrel Rd., Auburn Hills MI 48326

It was moved by Council Member _________________ and supported by Council Member _________________

WHEREAS, Act 198 of the Public Acts of 1974, as amended, authorizes the City Council of Auburn Hills to establish an Industrial Development District; and

WHEREAS, FANUC America Corporation has petitioned this City Council to establish an Industrial Development District on the property herein described; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility within the district has not commenced as of this date of the filing of the request to establish the district; and

WHEREAS, the City Council of the City of Auburn Hills, has given written notice by certified mail to the owners of real property within the proposed Industrial Development District; and

WHEREAS, a public hearing was held on 27th day of August, 2018 at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of Auburn Hills were afforded an opportunity to be heard; and

WHEREAS, the City Council deems it to be in the best interest of the City of Auburn Hills to establish the Industrial Development District as proposed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Auburn Hills that the following described parcels of land situated in the City of Auburn Hills, County of Oakland, State of Michigan, to wit:

Parcel identification: 02-14-24-476-024

T3N, R10E, SEC 24 PART OF SE 1/4 BEG AT PT DIST S 02-32-57 E 85.64 FT & N 53-30-00 W 232.26 FT & S 87-00-00 W 94 FT FROM SE SEC COR, TH S 79-07-00 W 50.81 FT, TH S 54-27-44 W 43.01 FT, TH S 35-13-03 W 43.30 FT, TH S 86-42-05 W 1042.56 FT, TH N 04-00-00 W 292.87 FT, TH S 86-00-00 W 447.06 FT, TH N 17-20-00 E 82.64 FT, TH ALG CURVE TO RIGHT, RAD 517.08 FT, CHORD BEARS N 29-32-30 E 218.69 FT, DIST OF 220.36 FT, TH N 41-45-00 E 235.72 FT, TH ALG CURVE TO RIGHT, RAD 500 FT, CHORD BEARS N 56-06-58 E 248.12 FT, DIST OF 250.74 FT, TH N 70-28-56 E 198.83 FT, TH ALG CURVE TO RIGHT, RAD 300 FT, CHORD BEARS S 82-57-10 E 268.33 FT, DIST OF 278.19 FT, TH ALG CURVE TO LEFT, RAD 150 FT, CHORD BEARS N 72-35-12 E 233.21 FT, DIST OF 267.16 FT, TH ALG CURVE TO RIGHT, RAD 1000 FT, CHORD BEARS S 28-34-58 E 931.12 FT, DIST OF 968.55 FT TO BEG 24.34 A 7-16-13 FR 020

be and here is established as a Industrial Development District pursuant to the provisions of Act 198 of the Public Acts of 1974 to be known as the FANUC America Corporation Industrial Development District. The district will sunset on 31st day of December, 2028.
RESOLUTION ADOPTED

STATE OF MICHIGAN) ) SS
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the City Council held on the 27th day of August, 2018, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 27th day of April, 2018.

Laura Pierce, City Clerk
Honorable Kevin McDaniel, Mayor  
Members of the City Council  
City of Auburn Hills  
1827 Squirrel Road  
Auburn Hills, Michigan 48326

Dear Mayor and City Council:

On July 25, 2018, FANUC America Corporation (FANUC) acquired the 24.344 acre parcel of land (Tax ID No. 14-24-476-024) located off Entrance Drive (Part of the West 1/2 of Section 13 and part of the Northwest 1/4 of Section 24, Township 3 North, Range 10 East). FANUC has contracted with General Development to construct a new building on this land.

FANUC is requesting the City Council to approve the creation of an Industrial Development District designation for this property.

FANUC takes pride in being a current resident of Auburn Hills at 3900 West Hamlin Road. We are looking forward to increasing our strong presence with this planned project and bringing employment growth to the City of Auburn Hills.

Sincerely,

[Signature]

Dennis Holt  
Corporate Controller  
FANUC America Corporation  
248-410-2179
PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made and entered into as of July 25, 2018 (the “Closing Date”) by and between (1) FANUC America Corporation, a Delaware corporation (the “Purchaser”), whose address is 3900 West Hamlin Road, Rochester Hills, Michigan 48309-3253, and (2) Hamlin Oakland Technology Park Associates, LLC, a Michigan limited liability company (the “Seller”), whose address is Two Towne Square, Suite 850, Southfield, Michigan 48076. The Purchaser and Seller are collectively referred to as the “Parties”, and each is a “Party”. The Parties agree as follows:

1. Agreement of Purchase and Sale. Seller agrees to sell the Property described in Section 2 to Purchaser, subject to the terms and conditions of this Agreement. Purchaser agrees to purchase the Property, subject to the terms and conditions of this Agreement. The total purchase price (the “Purchase Price”) for the Property shall be Six Million Three Hundred Fifty Thousand Dollars ($6,350,000.00), subject to those adjustments which are expressly provided for in Section 10 of this Agreement. At Closing (as hereinafter defined), the Purchase Price shall be paid by Purchaser by wire transfer of immediately available funds in currency of the United States. If applicable, Seller shall furnish Purchaser with complete wire transfer instructions prior to Closing.

2. Description of Property. The “Property” is described as and consists of:

(A) Land situated in the City of Auburn Hills, County of Oakland and State of Michigan (the “Land”), more specifically described in Exhibit A (Legal Description of Land) attached or to be attached to this Agreement.

(B) All right, title and interest of the Seller in or to the use of any easements or rights-of-way abutting or adjoining the Land, all zoning ordinances, and all appurtenances thereto.

(C) All entitlements, variances or waivers, licenses, permits, and approvals that are issued to the Seller by any governmental or quasi-governmental entity or instrumentality and that solely affect the Land or the Improvements.

3. Evidence of Title to Property. Attached hereto as Exhibit B is a proforma owner’s policy of title insurance in the amount of the Purchase Price (the “Proforma”) from First American Title Insurance Company (the “Title Company”). Purchaser accepts the condition of title shown in the Proforma including, without limitation, all exceptions to title shown in the Proforma (the “Permitted Exceptions”). Promptly after the Closing, Seller shall, at its sole cost and expense, cause the Title Company to deliver to Purchaser a final owner’s policy of title insurance for the Property strictly consistent with the Proforma and in the amount of the Purchase Price (the “Policy”). At Closing, Seller will convey title to the Property to Purchaser by warranty deed (the “Deed”), free and clear of liens and encumbrances other than the Permitted Exceptions.

4. Survey. Purchaser acknowledges that, prior to the date hereof, Seller provided to Purchaser an ALTA survey of the Property, which ALTA survey shall be paid for by Seller at its sole cost and expense.

5. Inspections. Purchaser acknowledges that it has completed its inspection of the Property. In accordance with Section 12 of this Agreement, Purchaser agrees that at Closing it will accept the Property in its “as-is” condition, subject only to the express representations and warranties of Seller contained in this Agreement and in the Deed.

6. Seller’s Representations and Warranties. Seller represents and warrants to Purchaser that the following are true and accurate as of the Closing Date, all of which representations and warranties shall survive the Closing for the period specified in Section 12 below:

6.1 Organization and Good Standing. Seller is organized as a limited liability company in the State of Michigan, and is validly existing and in good standing under the laws of the State of Michigan.
6.2 **Power and Authority.** Seller has the power and authority to enter into and deliver this Agreement and perform its obligations under this Agreement.

6.3 **Enforcement.** This Agreement is a valid and binding obligation of the Seller, enforceable against the Seller in accordance with the terms and conditions hereof except as enforcement may be limited under bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and under equitable principles, including those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

6.4 **Foreign Person.** Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended (the "IRC").

6.5 **Title to Property.** Seller has fee simple marketable title in and to the Property. At Closing, the Property will be free and clear of mortgages, liens and encumbrances other than the Permitted Exceptions.

6.6 **Non-Contravention.** The execution, delivery and performance of this Agreement by the Seller and the consummation of the Transaction by the Seller do not violate (1) any agreement to which the Seller is a party or bound, which is not terminable at Closing, or (2) the Articles of Organization or Operating Agreement of the Seller.

6.7 **No Litigation.** To the best knowledge of Seller, there are no pending or threatened, lawsuits, actions, suits, proceedings, or government investigations against Seller or otherwise relating to the Property.

6.8 **No Notice of Violations, and Zoning.** Seller has no actual knowledge of, and has received no notice that, the Property is, or is claimed to be, in violation of any governmental law, rule, ordinance, regulation or building code. Seller has no actual knowledge, and has received no notice, of any pending or threatened investigation regarding a possible violation of any of the foregoing.

6.9 **Condemnation Proceedings.** Seller has not received notice of any condemnation or eminent domain proceeding regarding any part of the Property, and has not entered into any negotiations for the disposition of any part of the Property in lieu of the commencement of condemnation or eminent domain proceedings.

6.10 **Hazardous Substances.** Purchaser or its representatives have reviewed the environmental site assessments prepared by McDowell Associates that Seller has provided Purchaser copies of prior to the date of this Agreement (the "Environmental Site Assessments"). Except as otherwise disclosed in the Environmental Site Assessments, based solely on the Existing Environmental Site Assessments and without independent investigation to the contrary, to the best knowledge of Seller, there has not been a release or a disposal, or any event at, on or in connection with the Property which would be deemed a release or a disposal, of Hazardous Material (as defined below). Except as otherwise disclosed in the Environmental Site Assessments, neither Seller nor, to the best knowledge of Seller (based solely on the Existing Environmental Site Assessments, and without independent investigation to the contrary), any third party, has used, generated, stored, or disposed of on, under or about the Property, or transported to or from it, any Hazardous Materials other than materials commonly used and stored at similar properties, all in accordance with applicable laws. Seller has received no notice from any governmental agency of any investigation or proceeding by such agency concerning the presence or alleged presence of Hazardous Materials on the Property except as outlined in the brownfield plan. Except as otherwise disclosed in the Environmental Site Assessments, based solely on the Existing Environmental Site Assessments, and without independent investigation to the contrary, to the best knowledge of Seller, there are no underground storage tanks on the Property.

The term "Environmental Law" includes any federal, state or local law, ordinance, or regulation pertaining to the health, industrial hygiene, waste disposal, or the environment, including, without limitation,
the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. §9601 et seq., the federal Superfund Amendments and Reauthorization Act and other so-called "Superfund" or "Superliens" laws, the federal Resource Conservation and Recovery Act, the federal Clean Air Act, the federal Water Pollution Control Act, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act, and any amendments thereto and regulations adopted and publications promulgated pursuant thereto, and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability for Hazardous Materials.

The term "Hazardous Materials" includes without limitation oil and petroleum products and derivatives thereof, asbestos (friable or otherwise), polychlorinated biphenyls, radon gas, mold, urea formaldehyde, lead, flammable explosives, hydrocarbons, radioactive materials, and any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant, including, without limitation, any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant classified as such under any Environmental Law.

6.11 Assessments. There are no unpaid assessments, charges, tap fees or other such obligations for entitlements or improvements on the Property, not including fees payable under the CM Contract.

6.12 Access. There is vehicular and pedestrian ingress and egress to and from the Property to the public right of way.

6.13 Leases and Other Agreements. There are no written or oral leases, tenancies, licenses, service agreements, or other contracts or agreements affecting the Property and no person other than Seller has any right to possession of the Property. Except for the Permitted Exceptions, Seller has no knowledge of any other agreements or understandings, oral or written, with any person, entity or governmental authority affecting the Property which will be binding on Purchaser following the Closing.

6.14 Independent Facility. The Property is its own individual tax parcel.

6.15 No Violations of Covenants and Restrictions. Seller has not received any written notice from any association, declarant or easement holder requiring the correction of any condition with respect to the Property or any part thereof, by reason of a violation of any declaration, restrictions or covenants recorded against the Property. To the best knowledge of Seller, Seller is not in default under any such document.

6.16 No Unpaid Bills. There are no claims pending or unpaid bills (other than bills payable under the CM Contract) which would result in the creation of any lien on the Property for any improvements completed or in progress, including, but not limited to, water, sewage, street paving, electrical or power improvements. There are no delinquent bills or claims in connection with any repair of the Property or other work or material purchased in connection with the Property.

6.17 Declaration. Reference is made to that certain Declaration of Covenants, Conditions and Restrictions in Liber 9128, Page 826, as amended by that certain Amendment recorded in Liber 9231, Page 103, as further amended by that certain Amendment recorded in Liber 9265, Page 710, as further amended by that certain Waiver Regarding Declaration of Covenants, Conditions and Restrictions recorded in Liber 47082, Page 837, Oakland County Records (as amended, the "Declaration"). Seller has no notice that an owners/tenants association, as referenced in the Declaration, has been created, and to the best knowledge of Seller no such association is in existence. Seller has not received any notice that any dues, assessments, or other amounts are owed under the Declaration with respect to the Property. The Property is in compliance with the Declaration and there are no existing nor, to Seller's best knowledge, threatened, defaults under the Declaration, nor, to Seller's best knowledge, has any event occurred that with the passage of time and/or the giving of notice, could become a default under the Declaration with respect to the Property.
7. **Closing; CM Contract.** The consummation of the sale and purchase of the Property in accordance with this Agreement (the "Closing") shall occur on even date herewith. Purchaser shall not be permitted occupancy of the Property prior to the payment and release to Seller of the entire Purchase Price.

Simultaneous with the Closing, Purchaser and D & G Investment Company, a Michigan corporation (an affiliate of Seller) are entering into a Construction Management Contract (the "CM Contract"). The execution and delivery of the CM Contract is a condition precedent to the effectiveness of this Agreement and of the Closing; Purchaser and Seller each understand and accept that but for the signing and delivery of the CM Contract, neither Seller nor Purchaser would not have entered into this Agreement.

8. **Closing Deliveries from Seller.** At Closing, Seller shall execute and deliver the following agreements, instruments, certificates, affidavits, documents or other deliveries to or for the benefit of Purchaser.

8.1 **Warranty Deed.** Seller shall execute the Deed conveying fee simple title to the Property to Purchaser subject to only to the Permitted Exceptions. The Deed will not disclose the Purchase Price, and Seller will execute Michigan Department of Treasury Form L-4528 (Real Property Transfer Tax Valuation Affidavit) and the Deed will reference the Real Property Transfer Tax Valuation Affidavit. The Deed (and the Real Property Transfer Tax Valuation Affidavit) will be delivered to the Title Company at Closing for recording with the register of deeds of the jurisdiction in which the Property is located. Seller shall deliver exclusive possession of the Property to Purchaser, subject only to the Permitted Exceptions.

8.2 **Non-Foreign Person Affidavit.** Seller shall furnish Purchaser and the Title Company with an affidavit stating that Seller and the Seller is not “foreign persons” within the meaning of IRC Section 1445(f)(3), as amended.

8.3 **Title Company Requirements.** Seller shall deliver such affidavits, good standing certificates, evidence of authority and other requirements of the Title Company as required by the Title Company to issue the Title Policy without standard exceptions.

8.4 **Closing Statement.** Seller shall execute and deliver a Closing Statement, in the same form as the Closing Statement executed and delivered by Purchaser, showing all adjustments and disbursements of the Purchase Price.

8.5 **CM Contract.** Seller shall cause D & G Investment Company, a Michigan corporation, to execute and deliver the CM Contract.

8.6 **Other Documents.** Seller shall also execute and deliver such other documents as may be reasonably required in order to complete the transactions herein provided and to carry out the intent and purposes of this Agreement.

9. **Closing Deliveries from Purchaser.** At Closing, Purchaser shall execute and deliver the following agreements, instruments, certificates, affidavits, documents or other deliveries to or for the benefit of Seller.

9.1 **Closing Statement.** Purchaser shall execute and deliver a Closing Statement, in the same form as the Closing Statement executed and delivered by Seller, showing all adjustments and disbursements of the Purchase Price.

9.2 **Payment of Purchase Price.** Purchaser shall deliver to Seller the Purchase Price, subject to adjustments and prorations as provided for in this Agreement, by certified bank check or wire transfer in immediately available funds in currency of the United States.

9.3 **Property Transfer Affidavit.** Purchaser shall execute Michigan Department of Treasury Form 2766 (Property Transfer Affidavit), and instruct the Title Company to file it with the property tax assessor for the city or township in which the Property is located within 45 days after the Closing.
9.4 **CM Contract.** Purchaser shall execute and deliver the CM Contract.

9.5 **Other Documents.** Purchaser shall also execute and deliver such other documents as may be reasonably required in order to complete the transactions herein provided and to carry out the intent and purposes of this Agreement.

10. **Closing Adjustments and Prorations**

10.1 **Tax Prorations.** Seller shall pay in full on or before Closing any and all real property taxes and special assessment installments which are due or payable with respect to the Property as of the Closing Date. The outstanding balance of the amount owing of the lien of any special assessments shall be paid by Seller at the time of Closing, except that any installments of special assessments becoming a lien after the Closing shall be paid by Purchaser. All current real and personal taxes which are applicable to the Property shall be prorated as of the Closing Date on a due date, paid in advance basis using a 365-day year.

10.2 **Transfer Tax.** Seller shall pay all state and county transfer taxes payable on account of the conveyance of the Property from Seller to Purchaser.

10.3 **Title Policy.** Seller shall pay for the cost of the premium for the Policy. Purchaser shall be responsible for the cost of any endorsements to the Policy.

10.4 **Closing Costs and Recording Fees.** Notwithstanding anything contained in this Agreement or elsewhere to the contrary, Seller and Purchaser shall split 50/50 all closing costs (other than those specified in Section 10.3 above) including, without limitation, document preparation charges and closing costs of the Title Company and recording fees for the recording of the Deed and, if applicable, the Real Property Transfer Tax Valuation Affidavit.

11. **No Agency, Partnership or Joint Venture.** No Party is the agent, partner or joint venture partner of the other. No Party shall have the right to bind the other.

12. **Limitations and Disclaimer**

12.1 All representations and warranties of Seller under this Agreement including, without limitation, under Section 6 (including all Subsections thereof) shall expire on the twenty-four (24) month anniversary of the Closing, except as follows:

1. Seller's warranty of title in this Agreement and the Deed shall have no expiration date;

2. There shall be no limitations period for Seller's fraud or intentional misrepresentation; and

Notwithstanding the expiration of any representations and warranties, Purchaser may continue to maintain any claim against Seller for a breach of a representation and warranty to the extent that written notice of the claim is given by Purchaser to Seller prior to the expiration of the applicable limitations period.

12.2 PURCHASER ACKNOWLEDGES THAT, AS OF THE CLOSING DATE, IT WILL HAVE INSPECTED, Analyzed, reviewed and evaluated the property. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE DEED, THE PURCHASER IS PURCHASING THE PROPERTY, "AS IS", "WHERE IS", AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, AND IN PARTICULAR, WITHOUT ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
Without limitation on the generality of the foregoing, except for any claim that Purchaser may have against Seller for a breach of any surviving representation or warranty expressly set forth in this Agreement or in the Deed, the Purchaser acknowledges and agrees that Seller has no liability or responsibility for the condition of the Property after Closing all of which shall instead be the responsibility of Purchaser.

Purchaser acknowledges that it is familiar with the Property and agrees that it shall purchase and shall accept the Property “As-Is” and “Where-Is” at Closing except to the extent of the express representations and warranties set forth in this Agreement or the Deed. Purchaser acknowledges and agrees that, except as otherwise expressly set forth in this Agreement or in the Deed, Seller has made no guarantees, representations or warranties as to the condition of the Property, the Property's compliance with federal, state or local laws, rules, regulation or order, including, but not limited to, applicable environmental, zoning and land use laws, and/or environmental conditions, economic feasibility, the fitness of the Property for any particular use or purpose, accessibility, the availability of utilities, entitlements, drainage, underground ground water, the condition or stability of the soil, geological conditions, and/or past soil repairs, soil additions or condition of soil fill, and any and all such guarantees, representations or warranties are hereby disclaimed by Seller, and any all such guarantees, representations or warranties are waived by Purchaser. Except only for such express representations and warranties made by Seller in this Agreement or in the Deed, Purchaser expressly assumes all risks of any defects, deficiencies, flaws or other matters relating to the Property (including, without limitation, those matters described above in this Section 12.2), and Purchaser agrees that Seller shall have no liability whatsoever for any such defects, deficiencies, flaws or other matters, and Purchaser hereby expressly, fully, forever and irrevocably waives and releases all claims, demands, liabilities, losses and causes of action against Seller that in any way (directly or indirectly) arise out of, result from or relate to the any such defects, deficiencies, flaws and other matters, except only for such express representations and warranties made by Seller in this Agreement or in the Deed.

13. General Terms and Conditions

13.1 Schedules and Exhibits. All schedules and exhibits to this Agreement which are referred to herein constitute an integral part of this Agreement and are hereby incorporated within this Agreement by reference.

13.2 Waiver. Except to the extent expressly and specifically provided to the contrary in this Agreement, no delay or failure on the part of any Party in exercising any rights under this Agreement shall impair any such right or be construed as a waiver of any default. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13.3 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and assigns. Neither Party shall assign this Agreement without the written consent of the other, except, Seller may assign its right to receive payments of monies hereunder.

13.4 No Third Party Beneficiary. No creditor of the Parties (or any other Person) will have the right to benefit from or enforce this Agreement against the Parties.

13.5 Entire Agreement. This Agreement and the exhibits and exhibits to be furnished or executed pursuant to this Agreement, constitute the entire agreement between and among the Parties in connection with the subject matter of this Agreement, and supersede any and all other agreements, either oral or written, between and among the Parties with respect to the subject matter of this Agreement.

13.6 Amendment. This Agreement may not be modified or amended orally or by contrary course of conduct or usage of trade, and may only be modified or amended in writing signed by all of the Parties to this Agreement.
13.7 **Signatures**

13.7.1 **Counterparts.** This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.

13.7.2 **Facsimiles.** This Agreement may be signed by facsimile or PDF, in which case each facsimile or PDF will be effective as if an original.

13.8 **Construction**

13.8.1 **Days, Weeks, Months and Years.** Each references to a day, week, month or year shall refer to a calendar day, week, month or year, as applicable.

13.8.2 **Nouns and Pronouns.** Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

13.8.3 **Descriptive Headings.** The headings to the sections and subsections of this Agreement are inserted for reference only and are not to be either taken as limiting or extending the provisions of this Agreement, or given any effect on the construction or interpretation of this Agreement.

13.8.4 **Vague Terms.** Each Party to this Agreement participated in the drafting, preparation and negotiation of this Agreement. Therefore, no one Party to this Agreement is or should be considered to be the drafter of this Agreement, and any rule of construction which favors or gives the benefit of any doubt, uncertainty or ambiguity over the interpretation of this Agreement to one Party over the other shall not be applicable, even if one party physically reduced this Agreement to writing.

13.8.5 **Include or Including.** Whenever the words "include", "includes" and "including" are used in this Agreement, such words shall be deemed to be followed by the words "without limitation".

13.8.6 **Dollars.** All references to dollars or Dollars shall refer to legal tender and currency of the United States.

13.9 **Choice of Law.** This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the applicable laws of the State of Michigan, notwithstanding the choice of law or conflicts of law provisions of the State of Michigan or any other jurisdiction.

13.10 **Resolution of Disputes**

13.10.1 **Venue.** The Parties stipulate and agree that all disputes or controversies arising pursuant to or in connection with the interpretation or enforcement of, or otherwise arising under, this Agreement will be exclusively resolved in the Oakland County, Michigan Circuit Court. The Parties expressly waive all objections each of them now has or may have to venue, whether based on inconvenience or any other reason. To the extent that any Party has or hereafter may acquire any immunity from the jurisdiction of such courts or from any legal process, howsoever occurring, that Party irrevocably waives such immunity.

13.10.2 **Waiver of Jury Trial.** EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES ALL PRESENT OR FUTURE RIGHTS TO A JURY TRIAL ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS
CONTEMPLATED BY THIS AGREEMENT, EVEN IF SUCH RIGHTS ARE PROTECTED BY APPLICABLE LAW.

13.11 Cooperation. The Parties agree to cooperate with each other in all reasonable respects to consummate the transactions contemplated by this Agreement.

13.12 No Merger With Deed. The terms, representations and warranties set forth in this Agreement shall not merge with the Deed to be delivered by Seller to Purchaser and shall survive the Closing.

13.13 Brokers' Commissions. (I) Seller is responsible for, and shall pay, and will indemnify and hold harmless the Purchaser from and against, all real estate broker's commissions which may become due and payable or are claimed as a result of Seller's engagement of any broker or finder, or otherwise on account of the sale of the Property by Seller to Purchaser, including, without limitation, the commissions payable to Friedman Group as the "Named Broker"), except to the extent that such commissions are claimed to be due or owing on account of a breach of the Purchaser's representation in subpart (II) below in this Section 13.13. (II) Purchaser warrants to Seller that Purchaser has not engaged or otherwise dealt with any real estate agent, finder, broker or similar person or entity in connection with the Property other than the Named Broker, and Purchaser will indemnify and hold harmless the Seller from and against all claims arising by reason of the breach or violation by Purchaser of the preceding warranty. (III) The indemnities set forth in this Section 13.13 shall survive the termination of this Agreement or the Closing.

13.14 Notices. Any notice or other communication required or permitted hereunder shall be in writing and deemed effective upon the first to occur of receipt or the refusal of the addressee or the addressee's employees or agents to accept receipt. Notice given by legal counsel to a Party shall be deemed notice given by that Party.

14. Further Assurances. The Parties shall execute such additional documents and instruments and take such further actions as may be reasonably necessary or desirable to consummate the sale of the Property in accordance with the terms of this Agreement.

SIGNATURES ON FOLLOWING PAGE
Each Party to this Agreement has caused this Agreement to be duly executed as of the date first set forth above.

SELLER

Hamlin Oakland Technology Park Associates, LLC,
a Michigan limited liability company

By: BW Manager, Inc.,
a Michigan corporation
Its: Manager

By: 
Name: Bruce Brickman
Its: President

PURCHASER

FANUC America Corporation,
a Delaware corporation

By: 
Name: Steve Strunk
Its: Senior VP & CFO
EXHIBIT A

Legal Description of Land

Land situated in the County of Oakland, City of Auburn Hills, State of Michigan, is described as follows:

Part of the Southeast 1/4 of Section 24, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as: Beginning at a point distant South 02 degrees 32 minutes 57 seconds East, 85.64 feet; thence North 53 degrees 30 minutes 00 seconds West, 232.26 feet; thence South 87 degrees 00 minutes 00 seconds West, 94.00 feet from the Southeast corner of said Section 24; thence South 79 degrees 07 minutes 00 seconds West, 50.81 feet; thence South 54 degrees 27 minutes 44 seconds West, 43.01 feet; thence South 35 degrees 13 minutes 03 seconds West, 43.30 feet; thence South 86 degrees 42 minutes 05 seconds West, 1,042.56 feet; thence North 04 degrees 00 minutes 00 seconds West, 292.87 feet; thence South 86 degrees 00 minutes 00 seconds West, 447.06 feet; thence North 17 degrees 20 minutes 00 seconds East, 82.64 feet; thence along a curve to the right, radius of 517.08 feet, chord bearing North 29 degrees 32 minutes 30 seconds East, 218.69 feet, distance of 220.36 feet; thence North 41 degrees 45 minutes 00 seconds East, 235.72 feet; thence along a curve to the right, radius of 500.00 feet, chord bearing North 56 degrees 06 minutes 58 seconds East, 248.12 feet, distance of 250.74 feet; thence North 70 degrees 28 minutes 56 seconds East, 198.83 feet; thence along a curve to the right, radius of 300.00 feet, chord bearing South 82 degrees 57 minutes 10 seconds East, 268.33 feet, distance of 278.19 feet; thence along a curve to the left, radius of 150.00 feet, chord bearing North 72 degrees 35 minutes 12 seconds East, 233.21 feet, distance of 267.16 feet; thence along a curve to the right, radius of 1,000.00 feet, chord bearing South 28 degrees 34 minutes 58 seconds East, 931.12 feet, distance of 968.55 feet to the Point of Beginning.

EASEMENT PARCEL:
Together with a non-exclusive easement as created, limited and defined in that certain Access Easement recorded in Liber 47116, page 235, Oakland County Records.
EXHIBIT B

Proforma

See attached.
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be
given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS,
FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent
stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the
Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic
          means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an
      accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located
      on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of
Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   If a notice describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys’ fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.
   To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
   (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
   (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
   Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY
This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy,

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
   (i) the Amount of Insurance; or
   (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
   (i) the Amount of Insurance shall be increased by 10%, and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
9. LIMITATION OF LIABILITY
   (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

   (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

   (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
    All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
    The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
    When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
    (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
    If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

    (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION
    Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
    (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

    (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

    (c) Any amendment or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

    (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
    In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM
    (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply any law of the state where the claim is brought and enforce the laws of that state.
    (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
    Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.
This is a pro-forma policy furnished to and at the request of FANUC America Corporation. It is understood and agreed that the pro-forma policy does not reflect the current status of title and is not a commitment to insure. Any endorsements attached to the pro-forma policy indicates the form of the policy and the exceptions and endorsements First American Title Insurance Company would expect to issue when all necessary documentation has been furnished and all acts performed, all to the satisfaction of First American Title Insurance Company in order that such policy may be issued.

Name and Address of Title Insurance Company:
First American Title Insurance Company First American Title Insurance Company,
Bloomfield Hills, Michigan 48304
Phone: (248)540-4102, Fax: (866)550-1079

File No.: 816405

Amount of Insurance: $6,350,000.00

Date of Policy: date of recording of vesting deed

1. Name of Insured:
   FANUC America Corporation, a Delaware corporation

2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple

3. Title is vested in:
   FANUC America Corporation, a Delaware corporation

4. The Land referred to in this Policy is described as: situated in the County of Oakland, City of Auburn Hills, State of Michigan

   See Schedule "C" attached hereto and made a part hereof.

By:
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)
EXCEPTIONS FROM COVERAGE

File No.: 816405

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and not shown by the Public Records.

4. Any lien or right to lien for services, labor or material imposed by law and not shown in the Public Records.

**NOTE: General exception(s) 1 through 4 is/are hereby deleted in its/their entirety.**

5. Taxes and Assessments not due and payable at Policy Date.


7. Terms, Conditions and Easements contained in Quit Claim Deed as disclosed by instrument recorded in Liber 11034, page 283.

8. Terms and Conditions contained in Access Easement as disclosed by instrument recorded in Liber 47116, page 235.

9. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land comprising the bed of Clinton River, or land created by fill or artificial accretion.

10. The nature, extent or lack of riparian rights or the riparian rights of riparian owners and the public in and to the use of the waters of Clinton River.

11. Survey by Nowak & Fraus Engineers, dated June 19, 2018, last revised July 16, 2018, Job No. G671, discloses the following:
a. MCI vaults, MCI riser, fiber optic risers, and Detroit Edison manhole on property.
b. Sanitary sewer line crossing property and property lines.
c. Fence outside Easterly property line.
LEGAL DESCRIPTION

The land referred to in this policy, situated in the County of Oakland, City of Auburn Hills, State of Michigan, is described as follows:

Part of the Southeast 1/4 of Section 24, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as: Beginning at a point distant South 02 degrees 32 minutes 57 seconds East, 85.64 feet; thence North 53 degrees 30 minutes 00 seconds West, 232.26 feet; thence South 87 degrees 00 minutes 00 seconds West, 94.00 feet from the Southeast corner of said Section 24; thence South 79 degrees 07 minutes 00 seconds West, 50.81 feet; thence South 54 degrees 27 minutes 44 seconds West, 43.01 feet; thence South 35 degrees 13 minutes 03 seconds West, 43.30 feet; thence South 86 degrees 42 minutes 05 seconds West, 1,042.56 feet; thence North 04 degrees 00 minutes 00 seconds West, 292.87 feet; thence South 86 degrees 00 minutes 00 seconds West, 447.06 feet; thence North 17 degrees 20 minutes 00 seconds East, 82.64 feet; thence along a curve to the right, radius of 517.08 feet, chord bearing North 29 degrees 32 minutes 30 seconds East, 218.69 feet, distance of 220.36 feet; thence North 41 degrees 45 minutes 00 seconds East, 235.72 feet; thence along a curve to the right, radius of 500.00 feet, chord bearing North 56 degrees 06 minutes 58 seconds East, 248.12 feet, distance of 250.74 feet; thence North 70 degrees 28 minutes 56 seconds East, 198.83 feet; thence along a curve to the right, radius of 300.00 feet, chord bearing South 82 degrees 57 minutes 10 seconds East, 268.33 feet, distance of 278.19 feet; thence along a curve to the left, radius of 150.00 feet, chord bearing North 72 degrees 35 minutes 12 seconds East, 233.21 feet, distance of 267.16 feet; thence along a curve to the right, radius of 1,000.00 feet, chord bearing South 28 degrees 34 minutes 58 seconds East, 931.12 feet, distance of 968.55 feet to the Point of Beginning.

EASEMENT PARCEL:
Together with a non-exclusive easement as created, limited and defined in that certain Access Easement recorded in Liber 47116, page 235, Oakland County Records.
UTILITY ACCESS ENDORSEMENT

Issued by
First American Title Insurance Company

Attached to Policy No.: 5011426-816405
File No.: 816405

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services: [CHECK ALL THAT APPLY]

☒ Water service ☒ Natural gas service ☒ Telephone service
☒ Electrical power service ☒ Sanitary sewer ☒ Storm water drainage
☐ ☐ ☐

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

(1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
(2) a gap between the boundaries of the rights-of-way or easements; or
(3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

[Signature]
Dennis J. Gilmore
President

[Signature]
Jeffrey S. Robinson
Secretary

By:
Authorized Countersignature
SINGLE TAX PARCEL
ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (ii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By:

Authorized Countersignature
SAME AS SURVEY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by Nowak & Fraus Engineers dated June 19, 2018, last revised July 16, 2018, and designated Job No. G671.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: Authorized Countersignature
SUBDIVISION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey J. Robinson
Secretary

By:

Authorized Countersignature
POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By: Authorized Countersignature
COMMERCIAL ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By:

Authorized Countersignature
COVENANTS, CONDITIONS AND RESTRICTIONS - UNIMPROVED LAND -
OWNER'S POLICY ENDORSEMENT

Issued by
First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For the purposes of this endorsement only, "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.

3. The Company insures against loss or damage sustained by the Insured by reason of:
   a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation; or
   b. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.

4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
   a. any Covenant contained in an instrument creating a lease;
   b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
   c. except as provided in Section 3.b, any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

[Signature]
Dennis J. Gilmore
President

[Signature]
Jeffrey S. Robinson
Secretary

By:

[Signature]
Authorized Countersignature
DELETION OF ARBITRATION - ALTA OWNER'S POLICY ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: 5011426-816405

File No.: 816405

1. The policy is hereby amended by deleting Paragraph 14 from the Conditions of the policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Date:

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

By:

Authorized Countersignature
ENDORSEMENT

Issued By: First American Title Insurance Company

Attached to Policy No.: 5011426-816405
File No.: 816405, FANUC America Corporation, Vacant W Entrance Drive,

Street Access 45-193.2-06 (06/01)

The Company insures against loss or damage sustained by the Insured by reason of the Land not abutting a physically open public street known as W. Entrance Drive.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Ron Melchert, Director of Public Works
Submitted: August 22, 2018
Subject: Motion to Award Contract to Asphalt Specialists, Inc. for Department of Public Works Lot Rehabilitation

INTRODUCTION AND HISTORY
Rehabilitation of the Department of Public Works (DPW) lot was included in the 2018 Annual Budget (Exhibit 1). On August 20, 2018, a total of four bids were received for the project. Asphalt Specialists, Inc. was the low bidder in the amount of $312,672.25, which is 30% less than the $450,000 that was originally estimated and included in the adopted 2018 Annual Budget in support of this project. The project scope consists of parking lot rehabilitation and storm sewer improvements at the City of Auburn Hills DPW facility. The work will be focused on improving the parking lot surface, repairing curb and gutter, and increasing the functionality of the existing storm sewer system by expanding it.

STAFF RECOMMENDATION
Staff recommends to award of the contract to Asphalt Specialists, Inc. for Department of Public Works lot rehabilitation.

MOTION
Motion to award of the contract to Asphalt Specialists, Inc. for Department of Public Works lot rehabilitation in the not-to-exceed amount of $312,673. Services provided to be paid with budgeted funds as approved by the City Council as part of the 2018 Annual Budget.

EXHIBIT
Exhibit 1 – 2018 Annual Budget Capital Improvement Excerpt
Exhibit 2 – Bid Tab

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
### Capital Improvements Impact

<table>
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<tr>
<th>Fund</th>
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2018 BUDGET - 5 YEAR PROJECTION
## Capital Improvements Impact

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Grand Total All Funds: $7,276,301, 16,940,285, 10,275,335, 4,301,635
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<td>Mobilization, Max</td>
<td>1 LSUM</td>
<td>$9,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Dr Structure, Rem</td>
<td>1 Ea</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
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<td>Curb and Gutter, Rem</td>
<td>650 Ft</td>
<td>$6,500.00</td>
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<tr>
<td>4</td>
<td>Pavt, Rem</td>
<td>2177yd</td>
<td>$21,770.00</td>
<td>$21,770.00</td>
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<tr>
<td>5</td>
<td>Subgrade Undercutting, 21AA</td>
<td>250yd</td>
<td>$10,000.00</td>
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<td>6</td>
<td>Subgrade Undercutting, Heavy</td>
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<td>$11,250.00</td>
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<td>Erosion Control</td>
<td>1 LSUM</td>
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<td>$900.00</td>
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<td>8</td>
<td>Aggregate Base</td>
<td>522 Ton</td>
<td>$10,440.00</td>
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<td>85 ft</td>
<td>$7,650.00</td>
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<td>10</td>
<td>Dr Structure, 24 inch dia</td>
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<td>$3,500.00</td>
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<tr>
<td>11</td>
<td>Dr Structure, 48 inch dia</td>
<td>1 Ea</td>
<td>$4,500.00</td>
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<td>12</td>
<td>Dr Structure, Tap, 12 inch</td>
<td>1 Ea</td>
<td>$200.00</td>
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<tr>
<td>13</td>
<td>Dr Structure, Rehab, 48 inch</td>
<td>1 Ea</td>
<td>$1,200.00</td>
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<td>14</td>
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<td>JBAND</td>
<td>2761 Ft</td>
<td>$17,846.50</td>
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<td>17</td>
<td>HMA, 3E3, 3 inch</td>
<td>2171yd</td>
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<td>18</td>
<td>HMA, 4E3, 2 inch</td>
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<td>22</td>
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<td>2950ft</td>
<td>$590.00</td>
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</tr>
<tr>
<td>23</td>
<td>Pavt Mrgn, Waterborne, 4 inch, Yellow</td>
<td>1000ft</td>
<td>$150.00</td>
<td>$150.00</td>
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<tr>
<td>24</td>
<td>Pavt Mrgn, Polurea, Accessible Symbol</td>
<td>4 EA</td>
<td>$80.00</td>
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<td>25</td>
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<td>$4,000.00</td>
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<tr>
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<td>Point up Structure</td>
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<td>$1,000.00</td>
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<td>Detail 7 Joint Repairs</td>
<td>750ft</td>
<td>$4,875.00</td>
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<td>31</td>
<td>Adjust Structure</td>
<td>2 Ea</td>
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<td>$950.00</td>
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**TOTAL BID AMOUNT:**

<table>
<thead>
<tr>
<th></th>
<th>Phone: (248) 334-4570</th>
<th></th>
<th>Phone: (734) 729-9440</th>
<th></th>
<th>Phone: (586) 725-8373</th>
<th></th>
<th>Phone: (248) 625-9581</th>
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<tr>
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<td><strong>$312,672.25</strong></td>
<td><strong>$318,728.00</strong></td>
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<td><strong>$364,979.28</strong></td>
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</tr>
</tbody>
</table>

**CORRECTIONS**

1. Bidder's multiplication error has been corrected.
2. Bidder's total has been adjusted to reflect correction.

H:\Municipal\Group Operations\Bid Tabs\Auburn Hills\
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager, Ronald J. Melchert, Director of Public Works, and Steven J. Cohen, Director of Community Development
Submitted: August 22, 2018
Subject: Motion – Accept the Introduction of the Resolution for the Proposed Street Name Change from Squirrel Court to Parkways Boulevard and Set the Public Hearing for Adoption at the Meeting of September 10, 2018

INTRODUCTION
The City has initiated the process of changing the street name of Squirrel Court to Parkways Boulevard per the rules and procedures outlined in Section 62-4(b) of the Auburn Hills Code of Ordinances. After the introduction of the enclosed resolution and before its adoption, it would be appropriate for the City Council to schedule a public hearing for September 10, 2018 to hear comments on the proposal from interested parties.

The reason the resolution is being introduced at this time is for clarity and transparency of the City’s intent to connect the proposed extension of Parkways Boulevard to Squirrel Court, which is anticipated to occur by Fall 2019. The advance notification is also being conducted now as a courtesy to the property owners directly impacted by the renaming of the street as the change will alter their mailing address, as shown in Exhibit A.

BACKGROUND
It has been the long-term plan of the City to create a new east-west roadway, north of Auburn Road, from Downtown Auburn Hills to Adams Road.

1999 Village Center Master Plan with the Forester Square PUD overlay (2000)
BACKGROUND (cont.)
The first segment of this planned new roadway, called Parkways Boulevard, was completed in 2015 adjacent to Adams Road.

The City is currently working with developer Jacob Bacall on plans to extend Parkways Boulevard west to the intersection of Squirrel Court and Tebeau Court, thus ultimately connecting the road extension with Squirrel Court.

As a result, the street name for the entire length of Squirrel Court is proposed to be changed to Parkways Boulevard once the two streets are joined together into one unified roadway at Tebeau Court.

STAFF RECOMMENDATION
The City is proposing this street name change for public health and safety reasons as it would create a clear and continual street name for the new roadway from Auburn Road, near the City’s Riverside Park, to Adams Road once connected. The selection of Parkways Boulevard as the new street name will assist with rapid property identification by emergency first responders, along with providing improved traffic navigation for the general population. Also, the street name is fitting as City parks are situated at both ends of the proposed unified roadway.
STAFF RECOMMENDATION (cont.)
If approved by the City Council on September 10, 2018, the following steps for implementation are outlined in the attached resolution:

1. The street name will **NOT** officially change until Squirrel Court is physically connected with Parkways Boulevard and open to the public for thru-traffic at the intersection of Squirrel Court and Tebeau Court. The road connection is anticipated to be complete by Fall 2019.

2. The City will send a follow-up letter to the property owners directly impacted by the street name change at least 30 days before the opening of the roadway connection at the intersection of Squirrel Court and Tebeau Court. The 30-day period is intended to allow the impacted property owners time to make necessary arrangements and notify others of their new property address.

MOTION

“Move to accept the introduction of the attached resolution for the proposed street name change from Squirrel Court to Parkways Boulevard and set the public hearing for adoption at the meeting of September 10, 2018.”

I CONCUR: ___________________________

THOMAS A. TANGHE, CITY MANAGER
# City Council Public Notice

**Meeting Date, Time, and Location:**  
**Monday, September 10, 2018 at 7:00 p.m.**  
City of Auburn Hills - City Council Chambers  
1827 N. Squirrel Road, Auburn Hills, MI 48326

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Resolution to rename an existing street in the City of Auburn Hills from Squirrel Court to Parkways Boulevard</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Property Location:</td>
<td>The entire length of Squirrel Court, which is generally located between Auburn Road and Tebeau Court</td>
</tr>
<tr>
<td>Applicant:</td>
<td>City of Auburn Hills</td>
</tr>
</tbody>
</table>
| City Staff Contact:                    | Steven J. Cohen, AICP  
Director of Community Development - 248-364-6941                                                      |

Notification will be sent via U.S. Mail to property owners of record directly abutting Squirrel Court.

Persons wishing to express their views may do so in person at the meeting, or in writing addressed to the Auburn Hills City Council c/o Steven J. Cohen, Director of Community Development at 1827 N. Squirrel Road, Auburn Hills, MI 48326.

Anyone planning to attend the meeting who needs special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248-370-9402 or the City Manager's Office at 248-370-9440 at least 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.
August 28, 2018

RE: PUBLIC HEARING: STREET NAME CHANGE
Squirrel Court proposed to be changed to Parkways Boulevard

Dear Property Owner,

We are notifying you that the City of Auburn Hills has initiated the process of changing the street name of Squirrel Court to Parkways Boulevard.

As background, it has been the City's long-term plan to create a new roadway, north of Auburn Road, from Downtown Auburn Hills to Adams Road. The first segment of this new roadway, called Parkways Boulevard, was completed in 2015 adjacent to Adams Road. The City is currently working with a developer on plans to extend Parkways Boulevard west to the intersection of Squirrel Court and Tebeau Court, thus ultimately connecting the road extension with Squirrel Court. As a result, the street name for the entire length of Squirrel Court is proposed to be changed to Parkways Boulevard once the two streets are joined into one unified public roadway at Tebeau Court (see Exhibit A). Please be advised that road and utility improvements are also anticipated to occur to Squirrel Court, between N. Squirrel Road and Tebeau Court, concurrent with the proposed road connection.

The City is proposing this street name change for public health and safety reasons as it would create a clear and continual street name for the new roadway from Auburn Road, near the City's Riverside Park, to Adams Road once connected. The selection of Parkways Boulevard as the new street name will assist with rapid property identification by emergency first responders, along with providing improved traffic navigation for the general population.

The City Council will hold a public hearing for the proposed street name change of Squirrel Court to Parkways Boulevard on Monday, September 10, 2018 at 7:00 p.m. All are welcome to attend and provide comment.

Please be advised that if the proposed street name change is approved by the City Council:
1. The street name will NOT officially change until Squirrel Court is physically connected with Parkways Boulevard and open to the public for thru-traffic at the intersection of Squirrel Court and Tebeau Court. The road connection is anticipated to be complete by Fall 2019.
2. The City will send a follow-up letter to the property owners directly impacted by the street name change at least 30 days before the opening of the roadway connection at the intersection of Squirrel Court and Tebeau Court. The 30-day period is intended to allow the impacted property owners time to make necessary arrangements and notify others of their new property address.

If you have any further questions, please feel free to contact me at (248) 364-6941.

Sincerely,

Steven J. Cohen, AICP
Director of Community Development
EXHIBIT A
PROPOSED SQUIRREL COURT STREET NAME CHANGE TO PARKWAYS BOULEVARD
ADDRESS CHANGE KEY

CURRENT
1 3311 SQUIRREL COURT
2 3321 SQUIRREL COURT
3 69 SQUIRREL COURT
4 3405 SQUIRREL COURT
5 3421 SQUIRREL COURT
6 3431 SQUIRREL COURT
7 3445 SQUIRREL COURT
8 3461 SQUIRREL COURT
9 3471 SQUIRREL COURT
10 3481 SQUIRREL COURT

PROPOSED
1 3311 PARKWAYS BOULEVARD
2 3321 PARKWAYS BOULEVARD
3 3331 PARKWAYS BOULEVARD
4 3405 PARKWAYS BOULEVARD
5 3421 PARKWAYS BOULEVARD
6 3431 PARKWAYS BOULEVARD
7 3445 PARKWAYS BOULEVARD
8 3461 PARKWAYS BOULEVARD
9 3471 PARKWAYS BOULEVARD
10 3481 PARKWAYS BOULEVARD

EXISTING SQUIRREL CT. RENAME TO PARKWAYS BLVD.
PROPOSED EXTENSION OF PARKWAYS BLVD. (TO BE CONSTRUCTED 2019)
EXISTING PARKWAYS BLVD.
CITY OF AUBURN HILLS
RESOLUTION APPROVING THE PROPOSED STREET NAME CHANGE FROM SQUIRREL COURT TO PARKWAYS BOULEVARD

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, at 7:00 p.m. on the 10th day of September 10, 2018, the following resolution was offered by Councilperson ________________ and supported by Councilperson ________________:

WHEREAS, the City of Auburn Hills has initiated a petition to rename the public road from Squirrel Court to Parkways Boulevard; and

WHEREAS, the creation of a secondary east-west public road connecting Adams Road to Downtown Auburn Hills is envisioned in the City’s long-range plans;

WHEREAS, the initial public roadway segment of Parkways Boulevard, which outlets to Adams Road, has been constructed;

WHEREAS, the final public roadway extension to the west from the existing Parkways Boulevard roadway segment, through existing vacant property currently owned by the City, is planned to be made at the intersection of Squirrel Court and Tebeau Court during the Y2019 construction season;

WHEREAS, the City Council held a public hearing on September 10, 2018 to receive comment and consider the proposed street name change per the City’s Code of Ordinances;

WHEREAS, the City Council has determined that renaming of the entire length of Squirrel Court, from Auburn Road to Tebeau Court, is in the best interest of public health and safety as it would create a clear and continual street name for the entire public roadway once complete. The new street name would assist rapid property identification by emergency first responders, along with providing improved traffic navigation for the general population.

NOW, THEREFORE, it is hereby resolved that the City Council of the City of Auburn Hills approves and authorizes the renaming of Squirrel Court to Parkways Boulevard, said portion of roadway is shown on Exhibit A. The street name change will officially be implemented when Squirrel Court is physically connected with the Parkways Boulevard extension and open to the public for thru-traffic at the intersection of Squirrel Court and Tebeau Court. Final notification will be provided by the City of the change to the property owners directly impacted by the street name change at least 30 days before the public opening of the roadway to thru-traffic at the intersection of Squirrel Court and Tebeau Court.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:
STATE OF MICHIGAN )
)ss
COUNTY OF OAKLAND )

I, LAURA PIERCE, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Auburn Hills City Council held on the 10th day of September 2018, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this _____ day of ________________, 2018.

________________________
LAURA PIERCE
City Clerk
PROPOSED SQUIRREL COURT STREET NAME CHANGE TO PARKWAYS BOULEVARD

ADDRESS CHANGE KEY

EXISTING SQUIRREL CT. RENAME TO PARKWAYS BLVD.
PROPOSED EXTENSION OF PARKWAYS BLVD. (TO BE CONSTRUCTED 2019)
EXISTING PARKWAYS BLVD.

CURRENT
1 3311 SQUIRREL COURT
2 3321 SQUIRREL COURT
3 69 SQUIRREL COURT
4 3405 SQUIRREL COURT
5 3421 SQUIRREL COURT
6 3431 SQUIRREL COURT
7 3445 SQUIRREL COURT
8 3461 SQUIRREL COURT
9 3471 SQUIRREL COURT
10 3481 SQUIRREL COURT

PROPOSED
1 3311 PARKWAYS BOULEVARD
2 3321 PARKWAYS BOULEVARD
3 3331 PARKWAYS BOULEVARD
4 3405 PARKWAYS BOULEVARD
5 3421 PARKWAYS BOULEVARD
6 3431 PARKWAYS BOULEVARD
7 3445 PARKWAYS BOULEVARD
8 3461 PARKWAYS BOULEVARD
9 3471 PARKWAYS BOULEVARD
10 3481 PARKWAYS BOULEVARD
Sec. 62-4. - Street names.

(a) Assigning new street names. All streets shall be known and designated by the names applied thereto on the map of the city known as the street index map, filed with the community development department. The naming of any new streets shall be proposed as part of a site plan, site condominium plan, land division, or subdivision plat and shall be reviewed and approved as part of the development review process by the city council, after review and recommendation by police, fire and public works departments. The community development department will send notification to amend such map to the appropriate departments as part of the development review process. New street names shall:

1. Be easy to understand.
2. Be easy to spell.
3. Not conflict in name or sound with existing street names in the City of Auburn Hills. Two streets may have the same name provided they intersect and one is a dead end with the suffix of Court.
4. Not be longer than 13 characters including abbreviated suffix (i.e. Dr., Ave., St., Pkwy., Blvd.)
5. Not have a meaning that may be offensive or sensitive to any religion, race, creed, or gender.

(b) Changing the name of an existing street. The changing of the name of any existing street as shown on the official street index map, shall be done by city council resolution, which resolution shall amend such map. After the introduction of such resolution and before its final adoption, the city council shall hold a public hearing thereon, and shall post or publish notices of such hearing and notification shall also be sent to property owners of record on the affected street at least ten days prior thereto. Naming a new street or changing of the name of any street within a recorded plat shall be done in compliance with state law, when applicable.

(Ord. No. 360, § 2, 7-15-85; Ord. No. 705, § 1, 12-2-02)

Sec. 62-5. - Street numbers.

(a) Assignment of numbers. Numbers are assigned according to where the driveway meets the roadway. Numbers are assigned by the community development department according to an adopted system for conformity throughout the City of Auburn Hills.

(b) Front entrances. The owners or occupants of all buildings in the city shall bear a distinctive street number and shall cause the correct numbers to be placed on the front at or near the front entrance of the premises thereon in accordance with and as designated upon the street index map on file in the community development department.

(c) Rear entrances. All residential owners having a street or alley entrance in the rear of said premises shall cause the street numbers to be placed on the rear door or adjacent to the rear entrance of such structure in accordance with and as designated upon the street index map on file in the community development department. The owners and/or occupants of all non-residential buildings in the city shall cause the correct name and street numbers to be placed on the rear door or adjacent to the rear entrance of such structures in accordance with and as designated upon the street index map on file in the community development department. Names and numbers shall be placed in such a position as to be plainly visible from the alley, service drive, easement, parking lot, or any other rear access.

(d) Regulations of numbers/letters. Displayed numbers and letters shall be of a minimum of four inches in height for any structure and shall contrast with their background. The numbers/letters may be composed of standard manufactured letters and numbers, but, if painted on, must be applied with standard type number and letter stencil. Such numbers shall face the street and be adjacent to the principle entrance, and in such a position as to be plainly visible from the street, alley, service drive, easement, parking lot, or any other rear access.

(Ord. No. 360, § 2, 7-15-85; Ord. No. 705, § 2, 12-2-02)
Past Master Plans for Downtown Auburn Hills

1993

1999

2011
13. CLOSED SESSION
   No Electronic Information Available

MOTION
   Move to meet in closed session to discuss labor negotiations pursuant to MCL 15.268 8(c) of the Open Meetings Act.
Patterson: CEO group has Detroit agenda
By Mark Cavitt

Oakland County Executive L. Brooks Patterson is calling out a regional CEO group following a closed door meeting Thursday with county chamber directors.

Patterson invited chamber directors from around the county to his Waterford office to warn them of a regional CEO group, allegedly, attempting to “snatch up” businesses, and business leads, from the county for the sake of rebuilding Detroit. He wrote a letter July 26 inviting the chamber directors to attend. In that letter, Patterson described the group as “self-appointed saviors” working to direct business investments to the City of Detroit and one that will “have no hesitation about coming into your community” to steal business leads.

DTE Energy CEO Gerry Anderson, who leads the 23-member regional CEO group, said a search is underway for a CEO to lead a nonprofit that will focus on the marketing and economic development of as well as business attraction for the 11-county region.

The CEO group was formed at the request of Detroit Regional Chamber CEO Sandy Baruah two years ago. Earlier this year, the idea to create this business attraction nonprofit was brought up by group, and chamber, members. This is the same group that wrote a letter back in April supporting the bid to place a regional transit proposal on November’s ballot, an effort that ultimately fell through.

Anderson said he understands Patterson’s passion for his work, but added that the nonprofit will never engage in assisting a company to relocate from one part of the region to another. “Its ethic will be that when one part of the region wins, all in the region win,” said Anderson and Baruah in a joint statement Thursday afternoon. “This new entity will be exclusively focused on driving new businesses from outside the region to locate new jobs within the region.”

They added that the non-profit would follow a “by the region and for the region” approach that is consistent with best-in class models across the country.

Joe Bauman, president of the Birmingham-Bloomfield Chamber of Commerce, attended the Thursday meeting. He supports regionalism and said chamber members routinely do business across city and county lines to build successful enterprises.

“In the Birmingham Bloomfield Chamber represents members in six communities in Oakland County including Birmingham, Bloomfield Hills, Bloomfield Township, Beverly Hills, Bingham Farms and Franklin, we strongly support economic development throughout Southeast Michigan,” said Bauman. “A regional approach to business attraction and retention remains the best way to benefit all of our 700plus members.”

Representatives from chambers in Auburn Hills, Berkley, Clarkston, Clawson, Ferndale, West Bloomfield, Holly, Madison Heights, Orion Township, Rochester, Royal Oak, Southfield, Troy and Waterford also attended.

Anderson said Thursday morning that “we are all after the same goal” and that the entire region benefits when investment and jobs come from outside Michigan and the country to southeast Michigan.

“The Detroit Regional Chamber, the Regional CEO Group and all the county leadership in Southeast Michigan can make a positive difference when we align and create incremental, good paying jobs for the 11 County region,” he said.

Following the meeting, Patterson said he would rather join the Ku Klux Klan than work alongside the regional group. He later apologized for those comments. “Sometimes when I’m passionate about a topic, I choose sharp words and purposely engage in hyperbole to get my point across,” said Patterson. “Today, the words I chose offended a lot of people. I apologize for the poor choice of words.”

In an interview with The Oakland Press on Friday, Oakland County Economic Development Director Irene Spanos said the county has always been working regionally. She said if there is a company in Oakland County that her staff can’t find space for to expand or relocate, connections for that business will be made in Wayne and Macomb County.

“You can’t talk the talk and not walk the walk when discussing regionalism,” said Spanos. “We’ve been told very clearly from our boss (L. Brooks Patterson) that we don’t recruit from other counties or cities in Michigan.”

Spanos added it’s easier to “go to your neighbor” to take a business away, but that it takes more skill, and a lot more talent, to bring in new investment from outside the region.

County officials that attended the Thursday meeting included: Irene Spanos, director of economic development, Phil Bertolini, chief information officer, Tim Meyers, deputy county executive, Bill Mullan, executive office communications director, Dan Hunter, deputy director of economic development and Patterson.

**Regional CEO Group**

- Gerry Anderson, DTE Energy
- Mary Barra, General Motors
- Matt Cullen, Quicken Loans/Rock Ventures
- David Dauch, American Axle
- Dave Egner, Ralph C. Wilson, Jr. Foundation
• Nate Forbes, The Forbes Company
• John Fox, Beaumont Health
• Dan Gilbert, Quicken Loans/Rock Ventures
• Jim Hackett, Ford Motor Company
• Joe Hinrichs, Ford Motor Company
• Christopher Ilitch, Ilitch Holdings
• Wright Lassiter, Henry Ford Health System
• Dan Loepp, Blue Cross Blue Shield of Michigan
• Richard Manoogian, Masco
• Chip McClure, Michigan Capital Partners
• Jim Nicholson, PVS Chemicals
• Cindy Pasky, Strategic Staffing Solutions
• Roger Penske, Penske Corporation
• Rip Rapson, Kresge Foundation
• Mark Reuss, General Motors
• Ray Scott, Lear
• Robert Taubman, The Taubman Company
• Tony Tedeschi, Detroit Medical Center
August 1, 2018

Ms. Terri Kowal, Clerk  
City of Auburn Hills  
1827 N. Squirrel  
Auburn Hills, MI 48326

RE: Important Information—Channel Lineup Changes

Dear Ms. Kowal:

We are committed to keeping you and our customers abreast of the expiration of upcoming programming agreements. We regularly inform our customers in their bills and annual notices that we maintain a website (www.xfinitytv.com/contractrenewals) and toll-free number ((866) 216-8634) that are updated regularly to provide notice of the programming contracts that are set to expire in the coming months and the channels we might lose the rights to continue carrying.

As part of our ongoing commitment to keep you informed, we wanted to update you that Comcast’s right to continue carrying beIN Sports’ beIN and beIN en Español expired on July 31, 2018. As a result, we lost authorization to continue carrying these beIN networks as part of our lineup on August 1, 2018.

We want to carry these beIN Sports networks and provide our customers with the best value for beIN programming. To date, however, beIN Sports has been unwilling to provide an agreement that would enable us to carry its content in a way that reflects the value of these networks in a very competitive marketplace.

Since we lost authorization to carry this beIN Sports programming, we are preparing to activate www.ComcastFacts.com to help keep our customers informed during this period. We will continue to provide updates to you and our customers as we work to reach an agreement with beIN.

Sincerely,

[Signature]

Leslie A. Brogan  
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Immigrant follows dream to own restaurant

By Kathy Blake

For many who immigrate to the United States, the hope of fulfilling the American Dream is the main motivation. This country offers the potential to start with nothing and become successful in business. Sunny Palaj, a Clarkston resident, followed that dream. At the age of 16, he left his home in Montenegro, located in Southeastern Europe. While attending school, he began working at Alfoccino Ristorante of Auburn Hills. He started as a bus boy and worked through the ranks until recently when he became the owner of the Italian restaurant.

Q&A with Sunny Palaj:

Q: How did you get started in the restaurant business?
A: I started working for the original owners in 1992 as a busboy, then prep cook, line cook, waiter and then maitre d’. Then as a manager, next as operations manager. After 10 years, I purchased 25 percent of the restaurant and in 2017, I bought out the rest of the partners and am now the sole owner.

Q: What is your most popular dish?
A: So many favorites: Chicken Piccata with lightly battered white chicken breast fillets that are sautéed in white wine, garlic, lemon, parsley and mushrooms, homemade Lasagna, Perch Diane, Eggplant Parmigiana, Lemon Dill Salmon, steaks…..so many favorites.

Q: What is special about your business?
A: Our goal is customer service. To make all customers feel as if they are a guest at their own party.

Q: What’s something you’d like to add about your business?
A: We are very well known for catering service. We cater anywhere from 20-1000 people.

Alfoccino is at 2225 N. Opdyke Road in Auburn Hills. Call 248-340-1000, or visit www.alfoccino.comformoreinformation.
Robert Fontana

A Wayne County deputy charged with drunk driving and assaulting police officers in Auburn Hills will return to court next week.

Fox 2 Detroit reports Robert Nathan Fontana, a 3-year veteran of the Wayne County Sheriff’s Office, was pulled over Aug. 18 for speeding along I-75 in Auburn Hills and almost hitting another car. He reportedly failed sobriety tests, was arrested and then bit officers when they attempted to adjust his handcuffs. He reportedly had managed to maneuver his handcuffs wrists to the front of his body, and then attempted to choke himself with them, according to Pageant Atterberry of the Wayne County Sheriff’s Office.

Fontana, 27, was off-duty at the time of the incident.

He’s charged with three counts of resisting/assaulting/obstructing a police officer, operating while intoxicated and carrying a concealed weapon while having a blood alcohol content higher than .10 percent.

Fontana is scheduled for a probable cause conference before Judge Julie Nicholson in Rochester Hills’ district court on Aug. 29.
Residents in 24 Oakland County communities will be taxed for another four years in order to receive transit services via Suburban Mobility Authority for Regional Transportation (SMART).

Since 1995, residents in the 24 Oakland County Public Transportation Authority “opt-in” communities have been receiving fixed route, connector and local community transit services provided by SMART through the collection of property tax revenue. Of the 157,526 total votes cast, 121,425 were in favor of renewing the four-year tax, or about 77.08 percent of the vote. About 22.92 percent of vote was against the renewal (36,101 votes). All 24 opt-in communities approved the renewal.

Oakland County Executive L. Brooks Patterson has been a strong supporter of SMART. “Oakland County voters have spoken,” said Patterson Tuesday night. “Congratulations to them for supporting SMART.”

Over the next four years, county residents will pay a 1 mill tax ($1 per $1,000 of taxable value) annually, which is a slight increase over the prior millage amount. A homeowner living in a home with a $200,000 taxable value would pay $200 per year for the duration of the four-year taxing period.

In 2014, the participating communities approved the millage at 1 mils, however, due to Headlee Rollbacks the rate dropped to 98 cents per $1,000 of taxable property. According to Beth Gibbons, manager of communications for SMART, this tax will raise around $70 million annually across the service area, which includes $29 million in Oakland County, $25 million in Macomb County and $16 million in Wayne County. “Revenue generated from the tax contributions will be passed on to SMART and used to fund SMART operations,” said Gibbons. “For every $1 in county contributions, SMART provides $1.78 in transit services to the county.”

In addition to providing bus services, SMART uses tax revenue to upgrade services and facilities, negotiate new union contracts and balance its budget. Over the past four years, SMART has used some of this tax revenue to replace over 170 fixed route buses.

On April 23, representatives from SMART gave a presentation to the Oakland County Board of Commissioners, which focused on services currently provided in the county as well as information on what’s to come. In December, the company announced its first major service upgrade in 20 years by introducing new FAST busses, which offer a higher frequency and limited stop service along three corridors including Woodward Avenue.

The current Oakland County communities that have opted-in to receive SMART services include:

- Auburn Hills
- Berkley
- Beverly Hills
- Bingham Farms
- Birmingham
- Bloomfield Twp
- Clawson
- Farmington
- Farmington Hills
- Ferndale
- Franklin
- Hazel Park
- Huntington Woods
- Lathrup Village
- Madison Heights
- Oak Park
- Pleasant Ridge
- Pontiac
- Royal Oak
- Royal Oak Twp
- Southfield
- Troy
- Walled Lake and West Bloomfield