OCTOBER, 2018

08  City Council, 7:00 p.m., Council Chamber ◆
09  Tax Increment Finance Authority, 4:00 p.m., The Den □ NEW LOCATION
10  Planning Commission, 7:00 p.m., Council Chamber ◆
11  Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆ CANCELED
11  Election Commission, 10:00 a.m., City Clerk's Office
17  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
18  Library Board, 7:00 p.m., Auburn Hills Public Library  📚
22  City Council, 7:00 p.m., Council Chamber ◆
23  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
26  Election Commission/Public Accuracy Test, 10:00 a.m., City Clerk's Office

◆ 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
 handwritten Fieldstone Golf Course - 1984 Taylor Road
📖 Library - 3400 Seyburn Drive
เสา Downtown Chamber Offices – 3395 Auburn Road, Suite A
📚 University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
◼ The Den, 3388 Auburn Rd
NOVEMBER, 2018

08  Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆
12  City Council, 7:00 p.m., Council Chamber ◆
13  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
14  Planning Commission, 7:00 p.m., Council Chamber ◆
15  Library Board, 7:00 p.m., Auburn Hills Public Library ☑
19  Downtown Development Authority, 5:30 p.m., Admin Conference Room ❖
20  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
26  City Council, 7:00 p.m., Council Chamber ◆

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
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● 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
1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. City Council Workshop Minutes – October 8, 2018
   4b. City Council Regular Meeting Minutes – October 8, 2018
5. APPOINTMENTS AND PRESENTATIONS
   5a. Motion - To confirm the reappointment of Dawn Wise and Jean Jernigan to the Downtown Development Authority for a term ending October 31, 2022.
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. Beautification Advisory Commission, August 8, 2018
       7a2. Beautification Advisory Commission, August 22, 2018
       7a3. Tax Increment Finance Authority, September 11, 2018
       7a4. Beautification Advisory Commission, September 19, 2018
       7a5. Public Safety Advisory Committee, September 25, 2018
       7a6. Planning Commission, October 10, 2018
       7a7. Election Commission, October 11, 2018
   7b. Motion – To adopt an 80/20 Cost Sharing Resolution for Employee Contribution to Healthcare
8. OLD BUSINESS
9. NEW BUSINESS
   9a. Motion – To adopt the Proclamation for National Caregiver Recruitment Day
   9b. Motion – To approve the AT&T Mobility Small Cell License Agreement
   9c. Motion - To approve the Golf Cart Lease for Fieldstone Golf Course
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. 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.
CALL TO ORDER: Mayor McDaniel at 5:34 PM
LOCATION: Admin Conference Room, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor McDaniel, Council Members Burmeister, Hammond, Kittle, Knight, Moniz, Verbeke
Absent: None
Also Present: City Manager Tanghe, Assistant City Manager Grice, City Attorney Beckerleg, City Clerk Pierce, Golf Course Manager Marimon, Director of Community Development Cohen, Director of Public Works Melchert, Mgr of Public Utilities Michling, Finance Director/Treasurer Schulz, Fire Chief Taylor, City Assessor Griffin, Recreation Director Marzolf, Director of Authorities Skopek

Mr. Grice presented an overview of Fieldstone Golf Course. He explained that the current management model is one full-time employee with approximately 28 part-time employees. The maintenance and food and beverage services are contracted. Mr. Grice reviewed the revenues and expenditures. He explained that the golf course is beginning to make a profit which will pay off the debt it owes to the City.

Mr. Grice explained the three options moving forward include 1) continue with the current model, 2) transition into full contracted management, or 3) sell the course which would then be subject to immediate debt payments.

City Council discussed the three options, including whether the land was buildable and the financial ramifications if the course was sold. After much discussion, the consensus was to continue the status quo, pursue extending the existing contract, and to set up a committee with two Council members and staff for further discussion.

The meeting adjourned at 6:35 PM.
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, Fire Chief Taylor, Assistant Fire Chief Macias, Police Lt. McDonnell, Finance Director Schulz, Deputy Treasurer/Deputy Finance Director Farmer, Accounts Payable Manager Culver, Director of Public Works Melchert, Deputy DPW Director Stahly, Mgr of Public Utilities Michling, Director of Community Development Cohen, Director of Authorities Skopek, City Engineer Juidici, Management Assistant Intern Benoit
8 Guests

4. APPROVAL OF MINUTES
4a. City Council Minutes – September 24, 2018
Moved by Hammond, Seconded by Verbeke.
RESOLVED: To approve the City Council Minutes of September 24, 2018.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS
5a. Blessings in a Backpack Presentation by Janelle Tischer
Janelle Tischer, fundraising chair representing Blessings in a Backpack Avondale, explained that the organization provides food to children in need who are Avondale students. She explained that they currently provide bags of food to 350 students each week. The cost is $100 per backpack to provide a bag of food for the entire school year. She explained that they are looking for partners to help with the weekly packing and for financial donations. She invited the community to attend their main fundraiser Bowling for Backpacks, on March 3rd at Classic Lanes in Rochester Hills.

5b. Introduction of Director of Authorities Skopek
Mr. Tanghe introduced Brandon Skopek, Director of Authorities and welcomed him to the City.
6. PUBLIC COMMENT
John Storey, 475 Westwinds, Almont; owns two rental property in the City. He expressed dissatisfaction with the rental property fees.

William Carrington, 185 Carn St, Pontiac, introduced himself and explained that he was running for re-election on the Pontiac School Board.

7. CONSENT AGENDA
7a. Motion – To approve the 2019 City Council Meeting Schedule.
RESOLVED: To approve the 2019 City Council Meeting Schedule.

7b. Motion – To approve Concurrence with Petitioners’ Request for Declaratory Ruling Re: MDEQ’s Lead and Copper Rules
RESOLVED: To approve Concurrence with Petitioners’ Request For Declaratory Ruling Re: MDEQ’s Lead and Copper Rules by authorizing the City Manager to execute the concurrence form as presented.

7c. Motion – To approve 2019 Department of Public Works Fee Schedule
RESOLVED: To adopt the 2019 Department of Public Works Fee Schedule as submitted.

7d. Motion – To approve the purchase of a Flygt submersible sewage pump for the Grey Road lift station
RESOLVED: To approve the purchase of a Flygt submersible sewage pump for the Grey Road lift station from Kennedy Industries for the purchase price of $19,548.00. Funding is provided from the Sewer Fund (592-535-971.000).

Mr. Knight requested that Item 7e be removed from the Consent Agenda.

Moved by Verbeke, Seconded by Burmeister.
RESOLVED: To approve the Consent Agenda Items 7a, 7b, 7c, 7d.

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

Resolution No. 18.10.147 Motion Carried (7 - 0)

7e. Motion – To approve delinquent Tax Transfers to 2018 Winter Tax Bills
Mr. Knight questioned how the amount compares to previous years. Ms. Farmer explained that there is an increase of approximately $75,000. The majority of that amount is due to the special assessment districts. She pointed out that in previous years, water and sewer have been a concern. The City has seen a decrease in the amount of accounts that have transferred over this year.

In response to a question from Mr. Kittle, Ms. Farmer explained that a large portion of this amount is a multi-resident complex that repeatedly lets it go to the tax roll.

Mr. Tanghe questioned if the new penalty system has contributed to keeping people up to date and off the tax roll. Ms. Farmer confirmed that there has been an increase in the amount of people who are making more of an effort to pay off their bills.

Moved by Knight, Seconded by Moniz.
RESOLVED: To accept the transfer of the delinquent special assessments in the amount of $504,907.44 for collection on the 2018 City of Auburn Hills Winter Tax bills, in accordance with Ordinance #634, Resolution No. 74-108, 74-143, and MCL 211.44(3)(4) and (7).

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

Resolution No. 18.10.148 Motion Carried (7 - 0)
8. OLD BUSINESS

9. NEW BUSINESS

9a. Public Hearing/Motion – To approve the 2019 Budget and to approve the proposed millage rates for the City and Library for the 2018 tax year.

Ms. Schulz presented budget and explained the process in preparing the budget. She explained that $5.6 million in road projects and $2.5 million in infrastructure projects for water and sewer are planned for 2019. The City is proactively looking at the retiree health care fund with $750,000 planned to transfer into the trust. She noted that there has been discussion about the five-year plan realizing that revenues are going to be continually challenged. She explained that the City is trying to keep the budget as conservative as it can.

In response to a question from Ms. Hammond regarding the library millage, Ms. Schulz explained that the library has their own meeting to approve their budget and millage. The City is responsible for collecting it and include the approval of their millage rate in the City’s budget.

Mr. Kittle stated that staff and administration has done a great job on this and calculating the impact five years from now is a best practice that other governments could benefit from.

Mayor McDaniel opened the Public Hearing at 7:36 PM. Hearing no public comment, he closed the Public Hearing at 7:37 PM.

Moved by Knight, Seconded by Verbeke.

RESOLVED: To accept and adopt the proposed 2019 budget for the City and to approve the proposed millage rates for the City and Library for the 2018 tax year.

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

Resolution No. 18.10.149 Motion Carried (7 - 0)

9b. Fire Department Purchase - To approve the purchase of four (4) Auto Chest Compression Device

Assistant Fire Chief Macias presented the recommendation to purchase four automatic compression devices. He explained that the devices provide high quality hands-free chest compression when caring for a patient in cardiac arrest. He noted that continuous CPR compression factors into the survivability of a patient. He explained the bidding process and background of Physio-Control.

Mr. Knight questioned if there is a test procedure to ensure the unit is always working. Asst. Chief Macias explained that Physio-Control is brought in annually to ensure all of the department devices are calibrated and receive annual maintenance.

Ms. Hammond questioned the life expectancy on these devices. Jeff Butner, pre-hospital representative for southeast Michigan, explained that the recommended replacement cycle is eight years.

In response to a question by Mr. Burmeister, Mr. Butner explained that a fully trained crew can deploy the device within 11 seconds.

Moved by Moniz, Seconded by Burmeister.

RESOLVED: To approve the purchase of four (4) auto compression devices in the amount of $56,018.52 from Physio-Control for the Fire Department.
9c. Fire Department Purchase – To approve the purchase of one (1) Fit Tester

Assistant Chief Macias presented the recommendation to purchase one face mask fit testing machine. He explained that the law requires all fire personnel be fitted annually on masks provided and expected to be worn under safety measures. The machine records all analytics while personnel are breathing through their firefighter and medical masks to make sure they have an appropriate size mask and a proper seal.

Asst. Chief Macias confirmed for Mr. Knight that the machine is portable.

Mr. Burmeister questioned if cost-sharing with another City was considered. Asst. Chief Macias explained that they did not consider it. Due to the makeup of the department, the device would be used at different times. The department does share other equipment, however this is not one of those items.

Moved by Knight, Seconded by Moniz.

RESOLVED: To approve the purchase of one (1) fit tester in the amount of $16,762.60 from TSI for the Fire Department.

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

Resolution No. 18.10.151    Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond

- Requested a construction update on the downtown.
  Mr. Juidici explained that the rain has been hampering some of the production. The water main installation is nearing completion and most of the curb along the north side of Auburn Rd has been placed. The contractor will begin putting in the utility extensions for the new developments. The project is still on track as far as the completion date in early November.
  Mr. Tanghe pointed out that there are things that the City added, there are developments coming in, and there are economies of scale to be had. By having certain utility connections created while they are in the work area, it is very possible that the timeframe could be extended past November 9th.

Mr. Moniz

- Questioned if we received the main components for the amphitheater. Mr. Juicidi stated that he will confirm and get back to him. The contractor is starting on the block walls today.
- Questioned if the crossover at Pontiac Road could be addressed as it is settling. Mr. Juidici explained that it will be addressed within the next several days.
- Questioned the Opdyke Road project. Mr. Juidici explained that it is a County project. The contractor is starting on curb repairs. Their intent is to get it paved this year.

Mr. Knight

- Commented that the four groundbreakings went well.
- Complimented the Police Department on the road closures for the homecoming parade.
- Commented that they are making good progress on the downtown.
- Expressed concern with the amphitheater construction. Mr. Juidici explained that the contractor is optimistic that they will get a large amount of the hardscape completed this year. The landscaping and some of the splash pad components will be completed in the Spring.

Mr. Kittle

- Requested staff look at Tienken Rd between Squirrel and the old barricade as the center seam is starting to unravel.
• Requested an update on the fire engine that had a frame issue. Asst. Fire Chief Macias explained that there was an issue with the substructure. He explained that Rosenbauer is changing out the subframe, adjusting the suspension, and rebuilding the box. They expect to have the truck back within sixty to ninety days.

Mr. Burmeister
• Announced that the Fall Fest will be held on Saturday, October 13th at Hawk Woods.

Mayor McDaniel
• Announced that the Taste of Auburn Hills will be held on Thursday, October 11th at the HUB.

11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
Mr. Tanghe
• Congratulated Oakland Community College Chancellor Peter Provenzano on his inauguration.
• Congratulated Oakland University on the opening of the Hillcrest Residence Hall.
• Thanked the sponsors of the upcoming Fall Fest.
• Offered thoughts and prayers to the family of Bryan Novach, the managing director at Morrell Group, who passed away on September 12th.

13. ADJOURNMENT
Hearing no objections, the Mayor McDaniel adjourned the meeting at 8:28 PM

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk
To: City Council
From: Kevin R. McDaniel, Mayor; Brandon Skopek, Director of Authorities
Submitted: October 17, 2018
Subject: Motion – Confirming reappointment of Dawn Wise and Jean Jernigan to the Downtown Development Authority Board of Directors for a term ending October 31, 2022

INTRODUCTION AND HISTORY
Please consider confirming the following reappointments to fulfill a four year term.

<table>
<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawn Wise</td>
<td>Downtown Development Authority</td>
<td>October 31, 2022</td>
</tr>
<tr>
<td>Jean Jernigan</td>
<td>Downtown Development Authority</td>
<td>October 31, 2022</td>
</tr>
</tbody>
</table>

MOTION
Move to confirm the reappointment of Dawn Wise and Jean Jernigan to the Downtown Development Authority for a term ending October 31, 2022.
APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS

NAME: WISE  DAWN  M
(Please Print)  (Last)  (First)  (Middle Initial)

HOME ADDRESS: 41 CROSS ST  AUBURN HILLS
(Number/Street)  (City/Zip)  (Phone)

EMAIL ADDRESS: DWISE21@COMCAST.NET

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 25+
ARE YOU A U.S. CITIZEN: YES

DO YOU WORK IN AUBURN HILLS? YES
LENGTH OF TIME EMPLOYED IN AUBURN HILLS: 25+
If you work in Auburn Hills, please list the name and address of the business:

SELF EMPLOYED
(Business Name)  (Number/Street)  (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: DDA

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)
CURRENT DDA MEMBER

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)
CURRENT DDA MEMBER

Please return this form to the City Clerk’s Office at the above address for processing. This information will be provided to
the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City
Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY
KNOWLEDGE.

(Signature)  (Date)
APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS

NAME: Jernigan Jean E
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 10502 King Rd. Davisburg, 48350
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: ijernigan@auburnhillschamber.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? N/A ARE YOU A U.S. CITIZEN: Yes

DO YOU WORK IN AUBURN HILLS? Yes LENGTH OF TIME EMPLOYED IN AUBURN HILLS: 2+ Years

If you work in Auburn Hills, please list the name and address of the business:

Auburn Hills Chamber of Commerce 3395A Auburn Rd.
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN:
Downtown Development Authority

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)
Served a previous 2-year term on the Auburn Hills DDA board.
Past board experience for various non-profits.
Passionate about giving back to the community.

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)
Current Auburn Hills Chamber President.

Please return this form to the City Clerk’s Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

[Signature] 10/14/18
(Date)
CITY OF AUBURN HILLS
BEAUTIFICATION ADVISORY COMMISSION

August 8, 2018

CALL TO ORDER
Chairman Foster called the meeting to order at 6:08pm

ROLL CALL
Present: Carla Withers, Karen Lewis, Ilene Ingram and Maureen Hammond and LaKesia Robinson
Also Present: Elizabeth Brennan, Community Development Executive Assistant
Absent: Rich Foster
Guests: None

LOCATION
Admin Conference Room, 3rd Floor, City Administration Building
1827 N. Squirrel Rd., Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD – None

CORRESPONDENCE – None

APPROVAL OF MINUTES - Ms. Withers moved to approve the minutes of July 18, 2018 as presented. Supported by Ms. Lewis.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers
No: None

Motion Carried (5-0)

OLD BUSINESS

Budget Review

Ms. Brennan reviewed BAC purchases to date and new balance.

By-Laws Revision Update

Mrs. Hammond moved to postpone finalizing the bylaws amendment to the next scheduled meeting. Supported by Ms. Withers.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers
No: None

Motion Carried (5-0)

NEW BUSINESS

The Beautification Awards - Planning

The awards banquet is scheduled for Thursday, September 27th at 6:00 pm and will be held in the Community Center’s Seyburn Room. Ms. Brennan presented a slideshow of the nominated properties for voting purposes. Ms. Robinson proposed a new voting method that the group used to rank the properties.
At the conclusion of voting, Ms. Withers and Ms. Robinson had to leave the meeting. Without a quorum, the meeting was adjourned. Mrs. Brennan said she would schedule another meeting in August to decide the planning details of Beautification Awards Dinner.

OPEN DISCUSSION –

None

Confirm Next Meeting

The next regularly scheduled meeting is September 19th at 6:00pm

Ms. Ingram moved to adjourn. Supported by Ms. Lewis.

Vote: Yes: Lewis, Ingram, Hammond
No: None

Motion Carried (3-0)

Meeting adjourned at 8:35pm

Respectfully Submitted,
Elizabeth Brennan,
BAC City Staff Liaison
City of Auburn Hills
Community Development
CALL TO ORDER

Chairman Foster called the meeting to order at 6:15pm

ROLL CALL

Present: Carla Withers, Karen Lewis, Ilene Ingram and Maureen Hammond and LaKesia Robinson, Rich Foster

Also Present: Elizabeth Brennan, Community Development Executive Assistant

Absent: None

Guests: None

LOCATION

Admin Conference Room, 3rd Floor, City Administration Building
1827 N. Squirrel Rd., Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD – None

CORRESPONDENCE – None

APPROVAL OF MINUTES - Ms. Lewis moved to approve the minutes of August 8, 2018 with one correction – Ms. Ingram called the meeting to order. Chairman Foster was absent. Supported by Ms. Hammond.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers, Foster
      No: None

Motion Carried (6-0)

OLD BUSINESS

Beautification Awards Program Planning

The awards banquet is scheduled for Thursday, September 27th at 6:00 pm and will be held in the Community Center’s Seyburn Room. Ms. Withers and Ms. Lewis presented their idea for the table centerpieces which was well received by the group. Ms. Hammond mentioned that the mum plants will be purchased from Auburn Oaks this year.

It was decided that catering will be provided by Alfocino’s again this year. Menu items were selected for the dinner and a cake would be ordered for dessert (plated and served by Alfocino’s).

The group selected “garden signs” for the 2018 Award winning residents will receive. The proposed design is in keeping with the invitation’s floral theme.

Ms. Ingram moved to approve the purchase of the garden signs for the 2018 Beautification Awards. Supported by Ms. Lewis.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers, Foster
      No: None

Motion Carried (6-0)
The group will raffle off the mum plants and centerpieces at the end of the evening.

**NEW BUSINESS**

**Budget Update**
Ms. Brennan reported that the balance to date is still $7,640.86.

**OPEN DISCUSSION - None**

**Confirm Next Meeting**

The next scheduled meeting is September 19th at 6:00pm

*Mr. Foster moved to adjourn. Supported by Ms. Lewis.*

**Vote:**

- **Yes:** Hammond, Lewis, Ingram, Robinson, Withers, Foster
- **No:** None

*Motion Carried (6-0)*

Meeting adjourned at 7:15pm

Respectfully Submitted,
Elizabeth Brennan,
BAC City Staff Liaison
City of Auburn Hills
Community Development
CALL TO ORDER: Chairman Hassett called the meeting to order at 4:07 PM.

ROLL CALL: Present: Goodhall, Hassett, Kneffel, Molnar, Roberts, Dolly, Thornton
Absent: Price, Waltenspiel
Also Present: Don Grice, Assistant City Manager; Aaron Stahly, Deputy Director of Public Works
Guests: Aaron Stahly

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

PERSONS WISHING TO BE HEARD
None.

APPROVAL OF MINUTES
A. Regular Meeting Minutes – August 14, 2018
There was no additional discussion about the meeting minutes as presented.

Moved by to Mr. Goodhall approve the Regular TIFA Minutes from August 14, 2018 as presented.
Supported by Mr. Molnar.

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

FINANCIAL REPORT
A. Period ending June 30, 2018
Mr. Grice presented a summary of changes in the financial report for the period ending August 31, 2018. He reviewed the investment accounts stating that district A has $1.49 million cash and $1.2 million invested between three separate accounts including Investment Pooling, Insight and MiClass, District B has $2.2 million cash, and $5.56 million invested with Insight. 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 $782,217 cash on hand and $1.29 million invested with Insight.

TIF A has received 83% of its budgeted property tax revenue and utilized 44% of its expenditures. TIF B has received 79% of its budgeted property tax revenue and has only utilized 61% of its anticipated expenditures. TIF D has received 99% of the budgeted interest revenue for investments and utilized 55% of its budgeted expenditures.
Ms. Thornton asked if this new presentation format was going to be used moving forward. Mr. Grice stated that it would not stay in this format and that he would be working with the new Director to determine the best option for the future.

Moved by Mr. Goodhall to receive and file the financial report for period ending August 31, 2018. Supported by Mr. Molnar.

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

Motion carried

OLD BUSINESS

A. Approval of 2018 Amended and 2019 Proposed Budget

Mr. Grice presented the Board with a copy of the 2018 Amended Budget and 2019-2023 Proposed Budgets. He informed the Board that this latest version had several changes from the budget presentation that was reviewed at the July TIFA meeting. The noteworthy changes are as follows:

- TIFA A – Is projected to see an increase in property tax revenues beyond what was reviewed at the August meeting. A combination of increasing values and further development are expected to increase these revenues an additional 3.9% for 2020, with an anticipated growth of between 1.5 to 4.5% in the years 2021-2023.
  - The $150,000 scheduled for the Riverside Canoe Launch project in 2018 was increased to $170,000 and moved to the 2019 budget year.

- TIFA B- Is also projected to see an increase in property tax revenues in the out years. An increase of 3.3% is expected for 2020 with an anticipated growth of between 1.2 to 3.7% in the years 2021-2023.
  - An additional $160,000 is reflected in this budget update. This funding reflects the approved transfer from TIF-B to the DDA as part of the construction incentives for the Riverside Townes project.

- TIFA D- Unfortunately, TIF-D will not see a property tax revenue increase. Revenues in this district are expected to remain in a negative capture for the foreseeable future.
  - Updated budget includes an additional $33,500 in wages and benefits that was not included in the August presentation.

Moved by Ms. Roberts to approve the 2018 Amended Budget and 2019 Proposed Budget as presented, furthermore, recommend to the City Council the inclusion of these budgets for adoption in the City's overall budget documents. Supported by Ms. Dolly

Yes: Goodhall, Hassett, Kneffel, Molnar, Roberts, Dolly, Thornton
No: none
B. University Center Maintenance Update

Mr. Stahly gave a brief update as to the conditions at the University Center (UC). As was discussed at the July meeting, additional issues were uncovered during the initial repair. As a result, staff requested that a structural engineer inspect the floor joists and I-beams supports for the second floor. The results of the inspection showed improper structural components in need of replacing. The engineers estimate for repairs totaled $71,154.93. Significant conversation between Board members debating whether the investment in the repairs should be made or if the building should be sold for a different use. After much discussion, the Board decided that the repairs made both short and long-term sense.

Moved by Ms. Thornton to authorize the City Manager to authorize an emergency purchase in the amount not to exceed &71,154.93 for the completion of University Center maintenance, consistent with the TIFA Bylaws. Supported by Mr. Molnar.

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

NEW BUSINESS
None.

CORRESPONDENCE AND PRESENTATIONS

BOARD MEMBER COMMENTS
Chairman Hassett inquired on the status of the Dream Vacation Sweepstakes. Mr. Grice informed the Board that all of the entries had been entered and that Exposure Marketing was waiting to hear back from staff before starting the process to select a winner. He explained that once selected, their information had to be verified before final approval. The Board had extensive conversation regarding the details on how to award the prize. Following the conversation, the general consensus was that there should be some fanfare surrounding the presentation of the award, assuming the winner did not object. It was then suggested that the awarding of the prize take place at The DEN. The Board then voted to move the October TIFA Meeting to the DEN.

Motion to move the October 9, 2018, TIFA Meeting to the DEN 3388 Auburn Road, Auburn Hills, MI 48326

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

ANNOUNCEMENT OF NEXT MEETING
The next regularly scheduled TIFA Board of Directors meeting is Tuesday, October 9, 2018 at 4:00 PM at the DEN 3388 Auburn Road, Auburn Hills, MI 48326

ADJOURNMENT
There being no objections, the TIFA Board of Directors meeting adjourned at 5:33 pm.

Respectfully submitted,
Steve Goodhall
Secretary of the Board

Donald K. Grice
Assistant City Manager
CALL TO ORDER  
Chairman Foster called the meeting to order at 6:00pm

ROLL CALL  
Present: Carla Withers, Karen Lewis, Ilene Ingram and Maureen Hammond and LaKesia Robinson, Rich Foster

Also Present: Elizabeth Brennan, Community Development Executive Assistant

Absent: None

Guests: None

LOCATION  
Admin Conference Room, 3rd Floor, City Administration Building  
1827 N. Squirrel Rd., Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD – None

CORRESPONDENCE – None

APPROVAL OF MINUTES -  
Ms. Hammond moved to approve the minutes of August 22, 2018  
Supported by Ms. Withers.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers, Foster  
No: None

Motion Carried (6-0)

OLD BUSINESS

Beautification Awards Program Planning

Final preparations for the 2018 Beautification Awards Dinner were discussed. Board members divided up planning and event management tasks including:

- Pickup of the mum plants to be raffled at the dinner
- Order and pick up dessert
- Provide “dinner music” CDs for event
- Create centerpieces for the dinner tables
- Plan presentation / introduction of City Council and BAC members
- Two presentation / introduction of City Council and BAC members
- Two volunteers to register guests
- Two volunteers to run the raffle

NEW BUSINESS

Budget Update

Ms. Brennan presented expenditures – year to date. Amended budget in 2018 is $6,000.00

OPEN DISCUSSION - None
Confirm Next Meeting

The next scheduled meeting is October 17th at 6:00pm

Ms. Lewis moved to adjourn. Supported by Ms. Ingram.

Vote: Yes: Hammond, Lewis, Ingram, Robinson, Withers, Foster
No: None

Motion Carried (6-0)

Meeting adjourned at 6:45pm

Respectfully Submitted,

Elizabeth Brennan,
BAC City Staff Liaison
City of Auburn Hills
Community Development
"Not yet approved"

CITY OF AUBURN HILLS
PUBLIC SAFETY ADVISORY COMMISSION MEETING

September 25, 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, Present

Also Present. Chief Jeff Baker, Police Department
Lt. Ryan Gagnon, Police Department
Lt. Jill McDonnell, Police Department
Chief Ellen Taylor, Fire 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 July 31, 2018 meeting with one correction to the roll call.

Supported by Mr. Boelter

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

Motion carried (5-0)

PERSONS WISHING TO BE HEARD
None

NEW BUSINESS

a. Police Department Budget
Lt. Ryan Gagnon presented an overview of the police department budget. He reviewed the previous year, and discussed the 2019 budget proposal. There is one police officer vacancy and one police officer candidate about to start the academy. Lt. Gagnon expects the police department expenses will come in under budget for 2018. Now that the hardware, software and training has been completed, The Digital Evidence system is about go "live". Body Armor replacements and uniform updates are planned for 2019.
Chief Ellen Taylor also presented an overview of the fire department budget including the previous year, the 2019 budget proposed and the differences between the two budgets. Chief Taylor discussed the staffing levels in the department and how employees are deployed to deliver services to the citizens. The fire department staffing level is the lowest level in recent history. Asst. Chief Macias answered questions about the difference between the Paid-On-Call staff and the Part-Time staff, and how they support the department’s operations by filling gaps in coverage. An extension of the Safer Grant is expected, but has not been awarded yet.

Chief Taylor explained that new Self-Contained Breathing Apparatus equipment has arrived and is in the process of being placed into service. Thermal Imaging Cameras and upgrades to the PA Alerting systems have also been received. Repairs to the vehicle exhaust system are expected to occur in 2019. Community outreach continues to be an important Fire Department goal. In furtherance of this effort, an open house event is being planned for the end of October.

**Motion** by Ms. Verbeke to add to the agenda an item recommending the purchase of Automatic Chest Compression Devices and an agenda item recommending the purchase of a FIT Testing unit for the Fire Department.

Seconded by Mr. Johnson

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

*Motion carried (5-0)*

c. **Purchase of Automatic Chest Compression Devices**

Asst. Chief Macias explained that high quality chest compressions have been proven to improve patient survivability in a pre-hospital environment. The automatic chest compression device frees up a paramedic who can complete other tasks, such as administering life-saving medications, while still operating the machine. Asst. Chief Macias explained the challenges of trying to do CPR in a moving ambulance and how these devices can change the dynamic and improve outcomes. A Request for Proposal was distributed using the Michigan Intergovernmental Trade Network (MiTN) to 100 companies. 5 proposals were received from prospective vendors. Fire Department employees evaluated multiple units and evaluated each device with a 10 point system. The Fire Department recommends the purchase of the Physio-Control LUCAS device.

**Motion** by Ms. Verbeke to recommend to City Council the purchase of four LUCAS Automatic CPR devices from the Physio-Control Corporation for $56,018.52.

Seconded by Ms. Boelter

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

*Motion carried (5-0)*

d. **Purchase of a FIT Testing Unit**

Asst. Chief Macias explained that the current FIT Testing Unit has far exceeded its service life. The machine is used to analyze how well the face mask from the Firefighter’s Self-Contained Breathing Apparatus (SCBA) fits onto their face. The Fire Department recommends the unit from TSI which is considered the industry standard and is available at Federal GSA pricing levels.

**Motion** by Mr. Taylor to recommend to City Council the purchase of a FIT Testing Device from the TSI Corporation for $16,762.60
Seconded by Mr. Johnson

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

Motion carried (5-0)

**OLD BUSINESS**
Mr. Taylor asked about the status of the new 100 foot fire department ladder truck. Asst. Chief Macias stated that he and Firefighter Tony Randolph will be traveling to South Dakota for a final inspection of the truck. Estimated delivery is by the end of October.

Mr. Taylor asked about the ability of the new ladder truck to maneuver through the new roundabout on Squirrel Road near Auburn. Lt. McDonnell commented that the center edge of the roundabout is tapered to allow semi-trucks to cut across the curb line when needed.

**FIRE DEPARTMENT REPORT**
Chief Taylor informed the committee that she has been meeting with all of the firefighters and is analyzing all aspects of the department.

Mr. Hawkins asked about the impact of the numerous road construction projects on fire department response times. Asst. Chief Macias answered that careful communications are taking place to determine the best routes each day and which stations are responding to the calls.

**POLICE DEPARTMENT REPORT**
Chief Baker announced an update to the police department’s performance evaluation system. The previous system had become antiquated and lost its effectiveness. A committee comprised of command officers and police officers evaluated the system and developed a replacement. The new system rolled out today.

Chief Baker is re-evaluating the promotional process. In the past, an outside assessment center played a central role in the promotional process. Chief Baker is developing a system which places more importance on our agency instead of outside opinions. Additional weight will be given to educational achievement and other factors.

Hope Not Handcuffs & Families Against Narcotics (FAN) are programs being implemented to provide support to persons seeking assistance where a family member is experiencing substance abuse addiction. When a person contacts the police department seeking assistance, a volunteer “angel” is contacted who helps proctor the family into programs that provide drug abuse assistance.

The police department is re-designing their uniform shoulder patches. There are two final designs being considered. The new design is more traditional in its appearance.

A community policing model is being developed which would divide the city into 6 zones, and 4 sub-zones within each zone. The program will allow individual officers to focus on very specific neighborhoods. Officers would attend neighborhood meetings and become closely acquainted with businesses within their zone.

Ms. Verbeke asked about the status of home-visits to sex offender residences. Lt. Gagnon said that officers are finishing up the home-visits for this quarter. The purpose is to verify that the information each offender is providing to the Sex Offender Registry is accurate.
BOARD COMMENTS
Ms. Verbeke commented that the PSAC packets could be printed in black & white instead of color ink. After some discussion, the board expressed its opinion that the packets could be sent electronically as a digital file instead of printed.

Mr. Boelter said that there is a tree in the 400 block of Slocum that needs to be trimmed.

Mr. Boelter commented that there are a lot of pedestrians walking in the dark without reflective clothing or a flashlight. Lt. Gagnon said that some helpful messaging could be sent out using the City’s social media platforms.

Chief Baker was asked his opinion on Marijuana legalization. Chief Baker replied that law enforcement is generally opposed to marijuana legalization. There is a body of data which makes a strong case against legalization. He commented that there is a good website from the Colorado HIDTA group about the negative effects on the communities in the State of Colorado.

ADJOURNMENT
Ms. Verbeke moved to adjourn the meeting
Supported by Mr. Taylor

VOTE:  
Yes: All Yea’s
No: None opposed

Motion carried (5-0)

The meeting was adjourned at 7:56 p.m.

Respectfully Submitted,
Stan J. Torres
Fire Department Clerk
CALL TO ORDER: Chairperson Ouellette called the meeting to order at 7:02 p.m.

ROLL CALL: Present: Beidoun, Hitchcock, Moniz, Ouellette, Pederson, Pierce and Shearer
Absent: Mendieta, Ochs
Also Present: Director of Community Development Cohen, City Planner Keenan and City Engineer Juidici
Guests: 14

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

3. PERSONS WISHING TO BE HEARD - None

4. MINUTES
   Mr. Pierce moved to approve the minutes of September 12, 2018.
   Supported by Mr. Beidoun.
   VOTE: Yes: Beidoun, Hitchcock, Moniz, Ouellette, Pederson, Pierce, Shearer
   No: None
   Motion Carried (7-0)

   Mr. Ouellette indicated staff had a new item related to R-1A, Open Space Development Option they would like to add to the agenda under new business.

   Mr. Pierce moved to add a new item to the Planning Commission's meeting agenda as Item 7b. under New Business called Discussion of Proposed Text Amendment to the R-1A, Open Space Development Option.
   Supported by Mr. Moniz.
   VOTE: Yes: Beidoun, Hitchcock, Moniz, Ouellette, Pederson, Pierce, Shearer
   No: None
   Motion Carried (7-0)

5. PETITIONERS

5a. Fountain Circle of Auburn Hills (7:05 p.m.)
   Public Hearing / Motion – Recommendation to City Council for combined PUD Step One – Qualification / Step Two – Site Plan and Tree Removal Permit approval

   Mr. Cohen introduced the request from Bacall Development LLC to construct a low-rise multi-family residential development on 16.4 acres of land located at 3505 and 3507 Auburn Road, which is currently owned by the City of Auburn Hills.

   Mr. Cohen stated the City acquired this property from Mound Steel and Superior Concrete in 2011 and 2012 and has since conducted an environmental clean-up of the land, with the assistance of the City’s Brownfield Redevelopment Authority, to prepare it for redevelopment. He explained the City Council has agreed to sell the
property to Bacall subject to the implementation of the proposed site plan. The parcel is zoned I-1, Light Industrial District and I-2, General Industrial District.

Mr. Cohen indicated that Fountain Circle of Auburn Hills will feature 258 apartments in seven, three-story buildings with 519 parking spaces. The development will include garages and carports, a clubhouse with fitness center and pool, and park areas.

Mr. Cohen noted the residences will consist of one, two, and three bedroom units ranging from 575 to 1,375 square feet in size. Rental rates are anticipated to range between $800 and $1,875 per month depending on the unit size and selected amenities.

Mr. Cohen explained as part of the new project and land sale, Bacall will build a segment of Parkways Boulevard through the site allowing the roadway to extend from Squirrel Road to Adams Road per the City’s Downtown Master Plan.

Mr. Cohen indicated construction is expected to begin in the months ahead with completion of the new roadway anticipated by the end of Y2019 and finalization of the entire project anticipated by Y2020. The overall investment is estimated at $20 million.

Mr. Jacob Bacall with Bacall Development, LLC, 30407 West 13 Mile Road, Farmington Hills, MI introduced himself. Mr. Bacall expressed his pleasure in presenting The Fountain Circle of Auburn Hills to the Planning Commission and his delight in being part of the City’s growing Downtown.

Mr. Moniz asked if the roads within the development will be public or private.

Mr. Bacall stated that the roads within the development would be private roads.

Mr. Cohen added that the new road coming into the development, called Fountain Lane, will be a public road as
well as the Parkways Boulevard extension. The rest of the roads within the development will be private roads.

Mr. Moniz asked if there will be an office and staff on site to help manage and maintain the development.

Mr. Bacall affirmed there would be an office onsite and that it will be located in the clubhouse.

Mr. Moniz asked how the long-term parking of vehicles will be managed and monitored.

Mr. Bacall stated that parking would be monitored by the management company.

Mr. Moniz asked if Fountain Lane will be a two-lane road or a boulevard road.

Mr. Cohen indicated that it would be a two-lane road since it was determined to be safer by OHM’s traffic engineer than a boulevard road, due to the proximity of Cherryland Road across the street.

Mr. Moniz inquired if a traffic light was considered on Auburn Road where Fountain Road and Cherryland outlet.

Mr. Juidici stated that the traffic patterns in and around the area of the development were examined and it was determined that the expected traffic volumes generated from the development do not currently necessitate a traffic light where Fountain Lane and Cherryland outlet to Auburn Road. He indicated that the City will continue to monitor traffic volumes and patterns as the Downtown continues to grow.

Ms. Pederson asked if the property on the south side of Parkways Boulevard, just east of Fountain Lane was owned by the City or privately owned.

Mr. Cohen stated that the properties in question are privately owned.

Ms. Pederson asked if all seven three-bedroom apartments will be located in one building or will they be spread out among the seven apartment buildings.

Mr. Bacall described that each of the seven apartment buildings would have one three-bedroom apartment unit.

Ms. Shearer asked if the garage spaces were included in the total number of parking spaces available on the site.

Mr. Bacall indicated the spaces are included in the parking total.

Mr. Pierce noted that further clarification might be needed within the development agreement as it relates to which party is responsible for maintaining the roads.

Mr. Cohen stated that the language within the development agreement, as it relates to road maintenance, will be clarified based on Mr. Pierce’s comments.

Mr. Pierce inquired about the location of the right-of-way for Parkways Boulevard.

Mr. Juidici explained that the right-of-way line for Parkways Boulevard is generally located one foot beyond the sidewalk. The right-of-way is approximately 60 feet wide and in most cases encompasses the street, street parking, sidewalk, and some landscape.

Mr. Pierce noted that the development agreement seems to indicate that both the City and the developer are responsible for the landscape up to the curb of Parkways Boulevard and indicated further clarification might be needed. Mr. Cohen stated he would look at the language with City Attorney Beckerleg to clarify the intent.

Ms. Pederson asked if the street parking was included in the development’s parking space total.

Mr. Cohen stated that the street side parking is not included in the development’s parking total and confirmed that the development has enough parking onsite to satisfy their tenants based on the Beztak Five Points Apartment method. The 47 parking spaces along Parkways Boulevard are in addition and could be used by his tenants or the anyone from the general public. The development is not dependent upon the parking spaces
along the street.

Ms. Shearer asked for confirmation that nobody would be allowed to park for more than four days in the complex.

Mr. Cohen confirmed that no visitor would be allowed to park a vehicle in the complex for more than four days unless they receive a permit from the owner's management team.

Mr. Hitchcock asked if there would be any time limit for the vehicles using the street side parking spaces.

Mr. Juidici stated there would not be any time restriction for vehicles parked in the spaces along the street unless there is a snow emergency.

Mr. Hitchcock noted that the detention pond seemed to be very large and asked if there was any consideration of providing any type of decorative fence around the pond for safety reasons since there is a possibility that young children could be around.

Mr. Juidici explained that the City’s ordinance did not require fencing around detention ponds and added that the side slopes for the pond are shallow enough and gradual enough that it would not be in traversable.

Mr. Beidoun asked if it is common for a detention pond to be located in the center of the development.

Mr. Cohen explained that the pond is intended to be a visual amenity. The pond will retain water and have a fountain in it. Based on experience it is not ideal to install a fence around a pond like the one being proposed because it detracts from the aesthetic appearance of the feature and looks like a “pond in a prison.” The pond as designed, with its more gradual slope, will meet City engineering requirements.

Mr. Beidoun asked what type of material will the bottom of the pond be made of.

Mr. Juidici indicated the pond would have a natural bottom with the sides being planted with grass.

Mr. Pierce asked if College Drive is a private road and who would be responsible for maintaining the road.

Mr. Bacall stated that College Drive is a private road that is owned and maintained by the owners of College Heights Mobile Home Park. Mr. Bacall indicated that his team met with the owners of the mobile home park to work on the staging of the development and assure access to the mobile home park is maintained during construction.

Mr. Pierce asked who paid for the recent repaving of College Drive.

Mr. Juidici indicated that the paving of the road was competed and paid for by the owners of the mobile home park.

Mr. Pierce asked who would be responsible for the future maintenance of College Drive if it were to deteriorate.

Mr. Juidici stated that the owners of the mobile home park would be responsible for the future maintenance of College Drive. He added that the mobile home park has an easement over the western edge of the property for an access road.

Mr. Pierce asked for further clarification as to who would be responsible for College Drive from Auburn Road to Parkways Boulevard.

Mr. Juidici confirmed that it would be the owners of the mobile home park.

Mr. Pierce expressed concern that such an arrangement will cause problems and disputes in the future.

Ms. Shearer asked if there will be any other residences impacted by the proposed development.

Mr. Cohen explained that a resident approached him before the meeting with concerns with the building height
blocking sunlight to her property. He explained that much attention was given to the size, height, and massing of the proposed buildings and how they may affect the residents to the west. He asked the architect to further address the concern.

Mr. Mark Abanatha with Alexander V. Bogaerts & Associates, P.C., 2445 Franklin Road, Bloomfield Hills, MI explained the buildings are roughly 37 feet tall, to the highest point. There are many trees being planted along the west property line to help screen the buildings. The buildings are also set back over 80 feet from the west property line with a tree-lined road in between. The apartments are far enough away from the home to not cause the resident’s concern.

Mr. Ouellette asked if there are any traffic calming devises proposed along Parkways Boulevard for foot traffic to the clubhouse.

Mr. Juidici explained that the intersection of Parkways Boulevard and Fountain Lane would be a four-way stop and College Drive will have a two way stop at Parkways Boulevard for north and south bound traffic. Crosswalks will be provided at the two intersections on Parkways Boulevard with an additional crosswalk being added further east.

Ms. Shearer asked Mr. Bacall who he would market the units to.

Mr. Bacall explained the development would attract those in the middle to upper-class tenants similar to those residing at Five Points of Auburn Hills near University Drive.

Mr. Ouellette opened the public hearing at 7:31 p.m.

Ms. Patricia Dingus, 3471 Squirrel Court, Auburn Hills, MI voiced her concern that the units are priced too low to be considered luxury apartments and that the lower rent might attract more riff-raff. She stated her concern about the building blocking her view of the sunrise and her belief that the developer should buy out the properties in her neighborhood.

Ms. Dingus wanted to assure the Planning Commission that she is not opposed to progress but does not want to feel crowded. She stated her opinion that Auburn Hills is overbuilt and has a number of vacant commercial buildings in the Downtown. She stated she is not opposed to scrapping the old neighborhoods to make room for new development.

Ms. Dingus mentioned she has storm water drainage problems in her neighborhood and does not want the problem made worse by the proposed development. She reiterated that she is not opposed to the development if the developer buys out the houses in her neighborhood.

Mr. Ouellette asked Mr. Keenan to read into the record the correspondence received from Anthony G. Antone. (correspondence attached)

Hearing no additional comments, Mr. Ouellette closed the public hearing at 7:37 p.m.

Ms. Shearer asked if the City Engineer could address Ms. Dingus’ concerns related to drainage.

Mr. Juidici explained that the existing catch-basins and storm drains on Squirrel Court and Tebeau Street will remain the same since they are not being touched or impacted by the development. The proposed development will have a new and separate storm drain system that will collect all the storm water from the development and send it to the new detention pond that discharges to the Maplehurst Drain which outlets to the Clinton River.

Mr. Juidici stated that there would be a couple of additional catch basins installed and modifications made at the intersection of College Drive and Parkways Boulevard because College Road will have to be lowered to make the grade connection. The drains for that area will remain connected to the existing City storm system. As a result, there will not be any adverse impact to the neighborhood from the proposed development, as it relates to drainage.

Mr. Hitchcock commented on the building design indicating it reminded him of a college campus like Cambridge
and Boston. He asked if there was any intention for them to have an upscale collegiate look or are they intended to look like luxury apartments because it looks more like a hybrid.

Mr. Bacall assured the Planning Commission that the development is intended to attract middle to upper-income tenants. Their market research concluded that the area would support this type of development.

Mr. Hitchcock stated his opinion that the proposed buildings look more attractive than the buildings at Five Points of Auburn Hills.

Mr. Abanatha explained the process their team and City staff went through to come up with the final building design. The final design uses state of the art building materials and buildings that have a cutting edge look to it with a Downtown feel. The buildings are a little more quasi-contemporary in design because of the brick façade and the use of railings, large sections of glass, sunscreens and other architectural features. Tenants will like the finishes used on the interior and the open floor plan. Mr. Abanatha also mentioned that the design of the building fits in with the City’s Downtown and that the apartments will attract the type of customer that Mr. Bacall is targeting.

Mr. Hitchcock asked if the rooftops will be accessible for tenant use.

Mr. Abanatha stated no they would not.

Mr. Beidoun moved to recommend to City Council approval of the combined PUD Step One – Qualification / Step Two – Site Plan and Tree Removal Permit for Fountain Circle of Auburn Hills subject to the conditions of the administrative review team

Supported by Mr. Pierce.

VOTE:  Yes: Beidoun, Hitchcock, Moniz, Ouellette, Pederson, Pierce, Shearer
No:    None

Motion Carried (7-0)

6. OLD BUSINESS – None

7. NEW BUSINESS

7a. Y2019 Planning Commission Regular Meeting Schedule (7:47 p.m.)

Motion - Adoption of the Y2019 Planning Commission Regular Meeting Schedule

Mr. Cohen referred the Planning Commission to the proposed Y2019 Planning Commission Regular Meeting Schedule that was included in the meeting packet.

Mr. Pierce moved to adopt the Y2019 Planning Commission Regular Meeting Schedule.

Supported by Mr. Hitchcock.

VOTE:  Yes: Beidoun, Hitchcock, Moniz, Ouellette, Pederson, Pierce, Shearer
No:    None

Motion Carried (7-0)

7b. Discussion of Proposed Text Amendment to the R-1A, Open Space Development Option (7:48 p.m.)

Mr. Cohen presented to the Planning Commission a text amendment to provide the City Council additional flexibility when considering R-1A, Open Space Development Option projects. Unlike a traditional PUD which allows the City Council to approve any deviation to the Zoning Ordinance requested by an applicant, the open space option is a PUD with specific standards. The way the ordinance is written today, a developer must meet all the standards to qualify as a PUD in the R-1A zoning district.

Mr. Cohen explained the R-1A, Open Space Development Option was created in 2001 as a result of the Northeast Corner Neighborhood Master Plan. It is only allowed to be used in the Northeast Corner of the City. The main purpose is to allow homes to be clustered, thus preserving open space permanently on a site which was (and still is) a desire of the neighborhood. The primary standards are that at least 25% of the site must be open space and not more than 3.0 dwelling units per acre would be permitted.
Mr. Cohen described the primary change to the ordinance:

*Modification of Design Standards.* The City Council, after review by the Planning Commission, may at its sole discretion allow deviations of any of the standards of this Section, with the exception that a development utilizing the R-1A, Open Space Development Option may not exceed three (3.0) one family dwelling units per gross acre.

Mr. Cohen informed the Planning Commission that this proposed text amendment was generated in response to difficulties David Stollman with Bitmore Development LLC is having with designing their new project on Bald Mountain Road. He stated that Mr. Stollman was asked by staff to attend the meeting tonight to explain his challenges.

**Mr. David Stollman, with Biltmore Development LLC,** explained to that he wishes to combine eight approximately five-acre parcels along Bald Mountain Road and build a 109 unit single-family, active adult community with clubhouse that will be similar in size and caliber as Villa Montclair PUD.

Mr. Stollman explained that he could meet all the major tenants of the R-1A, Open Space Development Ordinance such as density (2.82 units per acre), open space (37%), setback from Bald Mountain Road (100 feet), and private street ROW width (60 feet). But, given all of the physical challenges of the site (wetlands and steep slopes), he is looking for minor deviations to the open space standards so that he can develop a project similar to Villa Montclair. The minor deviations requested would be lot size (slightly smaller than R-4 zoning lot width and size), setbacks for porches and decks (minor encroachment in setbacks), and wetlands/wetland buffers within some of the condominium unit envelopes.

*Rendering of the proposed Biltmore project (left hand side) and Mocer’s Villa Montclair (right hand side)*
Mr. Cohen advised the Planning Commission that the Villa Montclair property is zoned R-1 and was not subject to the R-1A, Open Space Development Option requirements which provided additional flexibility in their design back in 2016. He noted that the minor deviations requested by Mr. Stollman were utilized within the Villa Montclair project. Mr. Stollman’s project will be lower in density and provide more open space than the Villa Montclair project.

Mr. Cohen further stated that when the two developments are viewed side-by-side, the Planning Commission can gain an appreciation for why allowing the minor adjustments proposed by Mr. Stollman make sense, are practical, and justifiable. The proposed text amendment would allow the City Council the opportunity to make that judgment on a case-by-case basis.

Mr. Cohen advised the Planning Commission that if they wish to move forward with the proposed text amendment, a public hearing could be held at the November 14, 2018 Planning Commission meeting.

Mr. Stollman indicated that if the City adopts the text amendment, he would proceed with the project and most likely appear before the City boards and commissions by February 2019 for public approval. If the City does not accept the ordinance change, he will lose around 20 homes, which would make the project economically unfeasible. He thanked the Planning Commission for their consideration of the change.

Mr. Beidoun asked what percentage of the 40 acre parcel would be preserved as open space.

Mr. Stollman explained the ordinance would require 9.6 acres and the preliminary plan shows 14.4 acres of open space being preserved, excluding the detention pond.

Mr. Beidoun asked if the plans could be modified if needed.

Mr. Stollman indicated the plans are only preliminary plans and could be modified when developing more detailed site plans and engineering plans.

Mr. Hitchcock confirmed Mr. Stollman’s statement that in order to make the project feasible he needed the deviations for lot size to get around 109 lots or a few less depending upon engineering and asked for Mr. Stollman’s opinion of what he means by feasible.

Mr. Stollman clarified the meaning of the word feasible as being economically feasible. The number of units would need to be around 80 to 88 units in order for the project to be successful because that is how many units are needed to have a high-end clubhouse. If the development does not have a clubhouse, it would push the price point down, below that of Villa Montclair which is around $500,000 to $700,000. Mr. Stollman stated that they intend their price point to be at or higher than Villa Montclair’s price point.

Mr. Hitchcock stated his opinion that the layout for the development is attractive.

Mr. Cohen mentioned that the lots within the development would not be conventional lots. The site would be developed as a condominium with each house footprint being a condominium unit and everything around the houses would be common area that would be maintained by the homeowners association.

Mr. Cohen mentioned that Mr. Stollman informed him that he could not make the project work under the current standards and provided information about the difficulties he was having with the design. He also asked if there was any flexibility in the ordinance and stated his desire to match Villa Montclair. Mr. Cohen explained the proposed development would still meet the main intent of the Northeast Corner Neighborhood Master Plan by not exceeding 3-units per acre and providing more than 25% open space. He also mentioned that people would not be able to notice the difference between a 47-foot wide and a 50-foot wide lot. Staff did not want to give up on the project, which is why we are bringing this item to Planning Commission for comments and direction on how to proceed.

Mr. Hitchcock stated his opinion that Villa Montclair appears to fit better in the area. He stated that at first glance at the preliminary plan it looks more like a maze but still an attractive layout. He also noted that whatever is built on the site would be a significant change from what is there today.
Mr. Stollman mentioned that the plans are very preliminary and that furthered details will be provided on the final plans that would make it look more attractive.

Ms. Shearer commented on the greenspace, which appears to be more accessible to the interior units than those located around the outside perimeter.

Ms. Pederson indicated that the layout for Villa Montclair looks more natural while the preliminary plan before us looks a little more conventional.

Mr. Stollman indicated that once a tree survey is completed they would be able to better identify the number of trees that would be preserved, which should make the development look more natural and compatible with the surrounding area.

Mr. Pierce asked for clarification on the definition of the lot area.

Mr. Cohen provided additional information on how the lot area is defined and how and why the language for the definition was revised, with input from the City Attorney. He explained that any land inside the lot area, condominium unit area or condominium develop envelope area could not count towards 25% open space area.

Mr. Beidoun asked if any part of the common area is included in the lot area.

Any reduction of the lot area, condominium unit area or condominium develop envelope area below 6,000 square feet would be at the discretion of the City Council after review by the Planning Commission. This gives the Planning Commission and City Council coverage to only approve deviations when they believe it makes sense for the community.

Mr. Moniz asked if this would apply to any lot within the City.

Mr. Cohen stated that this would only apply to a Planned Unit Development, so there is not precedent set for anyone else.

Mr. Ouellette asked what would be the typical deviation for a lot size.

Mr. Stollman indicated that the lot width would most likely be reduced to somewhere around 46-47 feet, which is 3-4 feet less than ordinance standards.

Mr. Ouellette asked what size lots are now common today.

Mr. Stollman explained that the lot sizes are typically based on function of the site and type and size of home placed on it.

Mr. Beidoun asked if the developer could go through the ZBA variance process to allow for a smaller lot size.

Mr. Cohen stated they would have to provide a hardship and there is not hardship in this case other than wanting to put more lots on the site. The hardship cannot be financial.

8. COMMUNICATIONS

Mr. Beidoun gave an overview about the Michigan Association of Planning's Annual Conference. He thought the topics were a little more general than previous years. He mentioned one of the keynote speakers included a discussion on open space and his preference of providing more smaller town squares around a community than fewer larger ones. Mr. Beidoun did not believe this would apply to all Cities.

Mr. Beidoun also attended a session that discussed the relationship between the City Manager, City Planner and Elected Officials and how some communities experience conflicts between them.

Mr. Cohen stated that City Staff follows the direction of the City Council and Planning Commission and provides ideas on how the City Council goals and the City’s Master Plan that was developed and adopted by the Planning Commissions with input from the community.
Mr. Beidoun mentioned that most City Planners do not live in the community they work for but was impressed by the passion they all have for the community the work for.

Mr. Moniz mentioned that this was his first Planning Conference he attended and that he learned a lot. He also wanted to inform the Planning Commission that they received a number of compliments from City Council. He said that the Commission is asking the petitioners all the right questions and getting the answers City Council needs for them to make their decision.

Mr. Moniz wanted to send out his thoughts and prayers to Planning Commissioner Ochs and looks forward to seeing her at future meetings, which he hopes is soon.

Mr. Keenan informed the Planning Commission that the City received plans for a new Speedway Gas Station that includes diesel-fueling pumps for semi-truck which will be located on the west side of Joslyn Road south of Great Lake Crossing Drive.

Mr. Cohen indicated that the Speedway will be going through the PUD process. They chose to go through the PUD process because the City does not allow passenger vehicle fueling and semi-truck fueling to be located on the same site. As part of their public benefit, they intend to contribute $100,000 to the Auburn Hills Community Foundation. They are also using their best façade on the building.

Mr. Keenan stated that the site is not designed to be a truck stop were trucks’ park for a long period of time or overnight. Truck drivers will stop to refuel and possibly buy something to eat or drink at the convince store and proceed on their way.

Mr. Cohen added that plans will be submitted in the future for a medical office building on the northern portion of the former Country Kitchen site.

Mr. Keenan mentioned that Staff intends to provide the Planning Commission/Parks and Recreation Commission with the first draft of the Parks and Recreation Master Plan for discussion.

Mr. Cohen stated that the December meeting will include a pot-luck, discussion on the second draft of the Parks and Recreation Plan and discussion on how the past year went and what may be installed for 2019.

9. NEXT SCHEDULED MEETING
The next scheduled meeting is on Wednesday, November 14, 2018, at 7:00 p.m. in the City Council Chamber.

10. ADJOURNMENT
The meeting was adjourned at 8:32 p.m.

Submitted by:
Shawn Keenan, AICP
City Planner
September 25, 2018

Mr. Steven J. Cohen
City of Auburn Hills – City Council Chambers
1827 N. Squirrel Road
Auburn Hills, MI 48326

Re: Fountain Circle of Auburn Hills

Dear Members of the Planning Commission,

I am writing in strong support of the Fountain Circle of Auburn Hills project. I am the owner of 227 and 237 Jotham Avenue in Auburn Hills. I have known the Developer, Mr. Bacall for over 30 years and find him and his company to be of the highest caliber. It is my hope that this project is approved.

Sincerely,

Tony Antone
1. **CALL TO ORDER**
   The Clerk called the meeting to order at 10:04 AM.

2. **ROLL CALL**
   Present: Jack Brocklebank
   Terry Carpenter
   Laura Pierce
   Absent: None

3. **APPROVAL OF THE MINUTES**
   **MOTION:** Motion by Brocklebank, seconded by Carpenter:
   **RESOLVED:** To approve the Election Commission meeting minutes from June 28, 2018 and July 30, 2018.
   **VOTE:** Yes: All
   No: None
   **MOTION CARRIED**

4. **NEW BUSINESS**
   4a. **Review List of Election Inspectors**
       **MOTION:** Motion by Brocklebank, seconded by Carpenter:
       **RESOLVED:** To approve the list of election inspectors November 6, 2018 General Election pursuant to MCL 168.674(1) and to authorize the City Clerk to make revisions as needed.
       **VOTE:** Yes: All
       No: None
       **MOTION CARRIED**

   4b. **Review List of Precincts**
       **MOTION:** Motion by Brocklebank, seconded by Carpenter:
RESOLVED: To approve the list of Precincts, 1 through 9, for the November 6, 2018 General Election.

VOTE: Yes: All
No: None

MOTION CARRIED

4c. Review of Ballots

MOTION: Motion by Carpenter, seconded by Brocklebank:

RESOLVED: To approve the ballot styles for Precincts 1 through 9 for the November 6, 2018 General Election.

VOTE: Yes: All
No: None

MOTION CARRIED

5. OTHER ITEMS

5a. Next meeting: Friday, October 26th at 10:00 AM for the purpose of conducting the Public Accuracy Test.

6. ADJOURNMENT

The meeting adjourned at 10:18 AM.

Laura M. Pierce, City Clerk
INTRODUCTION AND HISTORY

Public Act 152 of 2011 mandates that public employers require employees to participate in paying toward health care premiums. As of January 1, 2015, all full-time employees throughout the organization were contributing to premiums. While there are two calculation methods, the Hard Cap and the 80/20 method, we have adopted the 80/20 cost share method which is to simply collect twenty percent (20%) of the premium from employees. It should be noted that this premium share applies only to the medical and prescription drug coverage for employees and does not include dental and optical. By adopting the attached resolution, all full-time employees will continue to contribute to their healthcare premiums through twenty-six equal payroll deductions. The City Council has adopted the City’s 2019 budget with the inclusion of this revenue, based on the 20% employee contribution model.

STAFF RECOMMENDATION

Staff recommends adoption of the attached resolution for the 80/20 cost sharing model for healthcare premiums in 2019.

MOTION

Move to adopt the attached resolution titled: Resolution to adopt an 80/20 Cost Sharing Model-2019 for Employee Contributions to Healthcare Premiums.

I CONCUR:

Thomas A. Tanghe, City Manager
Resolution No.

City of Auburn Hills

RESOLUTION TO ADOPT AN 80/20 COST SHARING MODEL - 2019
FOR EMPLOYEE CONTRIBUTIONS TO HEALTHCARE PREMIUMS

WHEREAS, Public Act 152 of 2011 requires employee contributions to health care premiums and prescription drug plans, and

WHEREAS, on January 1, 2019, all full-time employees shall pay for cost sharing in health care and prescription drug plans, and

WHEREAS, for 2019, all collective bargaining agreements and the Non-union Benefits Resolution require such contributions from their members in compliance with the Publicly Funded Health Insurance Contribution Act, Public Act 152 of 2011, and

WHEREAS, the City shall collect such premiums by way of twenty-six equal payroll deductions throughout the year, and

WHEREAS, there are four options for employee premium contributions to healthcare and they are:

1) Apply the hard cap (capped dollar amount a local government employer may pay toward an employee’s healthcare costs);
2) Adopt by majority vote the 80/20% cost-sharing model,
3) Elect not to follow the statute/non-compliance,
4) Adopt by a two-thirds vote to opt out of the cost-sharing model as set forth in Public Act 152 of 2011 and revisit it prior to the next plan year, and

WHEREAS, the City of Auburn Hills has elected the 80/20% cost-sharing model whereby the employer shall provide 80% of the premium cost for medical and prescription drug coverage and the employee shall contribute 20% of the premium cost for medical and prescription drug coverage.

NOW, THEREFORE, BE IT RESOLVED, the Auburn Hills City Council elects to comply with the requirements of the Publicly Funded Health Insurance Contribution Act and the requirements of the terms of the collectively bargained agreements by adopting the 80/20% cost-sharing model set forth in Section 4 of the Act with a continuation of premium share collection on January 1, 2019.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

Resolution No. ____________
I, the undersigned and 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 ____ day of October, 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ____ day of October, 2018.

________________________________________
Laura Pierce, City Clerk
City of Auburn Hills

Mayor’s Office

Proclamation

National Caregiver Recruitment Day

October 23, 2018

WHEREAS, caregivers are integral to the physical and mental health and well-being of senior citizens, veterans, and individuals of all ages with intellectual, developmental, and other disabilities and limited abilities who receive homecare services; and

WHEREAS, caregivers provide essential support to help keep individuals with limited ability connected to their family, friends, and community and enable them to live meaningful lives in a community of their choice; and

WHEREAS, a caregiver must build a close, trusted relationship with an individual requiring homecare services; and

WHEREAS, a caregiver assists an individual with limited ability the most intimate emotional and physical needs on a daily basis, and provides a broad range of support, from preparing meals and assisting with medications to personal care to light housework to transporting clients to doctors’ appointments, errands, and other activities; and

WHEREAS, there is a documented critical and growing shortage of caregivers in every community throughout the United States; and

WHEREAS, Senior Helpers recognizes that caregivers are the primary providers of personal and companion care for millions of individuals with limited ability and encourages the recruitment of caregivers on National Caregiver Recruitment Day and every day.

THEREFORE, I, Kevin McDaniel, Mayor of Auburn Hills, Michigan, do hereby proclaim October 23, 2018, to be NATIONAL CAREGIVER RECRUITMENT DAY. I encourage all Auburn Hills citizens to appreciate the dedication and contribution of these providers to enhancing the lives of their clients and the critical need for their recruitment.
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Donald K. Grice, Assistant City Manager
Submitted: October 17, 2018
Subject: Motion – Move to approve the AT&T Mobility Small Cell License Agreement

INTRODUCTION AND HISTORY
For over a year City staff has been working with various wireless providers who are interested in deploying small cell technology throughout the community. To this point, two individual companies have pursued full agreements with the City. The first, Mobilitie, was approved by City Council in July of this year. Before you tonight is our second proposed agreement with wireless carrier AT&T Mobility. As was discussed in prior meetings, these wireless providers have a right to locate in City ROW’s and staff has been working diligently to provide this access without compromising the safety and aesthetics in our community. We believe this agreement accomplishes those objectives. The following permitting and leasing fees have been negotiated with AT&T. They are consistent with the previously approved Mobilitie agreement and representative of what we are seeing in other communities in the region. The terms are as follows:

- Application Fee- $500 per site (additional permitting/consulting fees may apply)
- New AT&T Installed/Owned Poles in ROW- $1,000.00 annually
- AT&T DAS/Small Cells Installed on City Owned Facilities
- AT&T DAS/Small Cells Installed on DTE poles within ROW- $20.00 annually

Additionally, AT&T Mobility will also post performance bonds as necessary prior to work beginning. Lastly, the term of the agreement will commence on the date of execution and remain in full force and effect for ten (10) years, and will automatically renew for four (4) successive five (5) year terms, unless Licensee provides written notice of termination at least one hundred and eighty (180) days prior to the then-current term. Licensor may terminate the agreement upon ninety (90) day advance written notice to Licensee.

STAFF RECOMMENDATION
Based on the need for additional wireless coverage throughout our community, City staff recommends approval of the attached small cell license agreement between the City of Auburn Hills and AT&T Mobility, which will start with the installation of one (1) small cell transmitters in the areas identified in Exhibit A of the attached agreement.

MOTION
Move to approve the attached Small Cell License Agreement between the City of Auburn Hills and New Cingular Wireless PCS, LLC D/B/A AT&T Mobility, and authorize staff to begin the permitting process for the proposed small cell installations.

I CONCUR: Donald K. Grice
Donald K. Grice, Assistant City Manager
LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS
ON PUBLIC STRUCTURES AND PUBLIC RIGHT OF WAYS

BETWEEN

NEW CINGULAR WIRELESS PCS, LLC
D/B/A AT&T MOBILITY

AND

CITY OF AUBURN HILLS

EFFECTIVE DATE: ______________
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EXHIBITS
A Application for Permit
B Fees, Bond and State-Specific Terms
LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES AND PUBLIC RIGHT OF WAYS

This License Agreement For Wireless Installations on Public Structures (the “Agreement”) is made and entered into as of February 20, 201_ (“Effective Date”) by and between City of Auburn Hills (“Licensor” or “City”) and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T Mobility (“Licensee”). Licensor and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to affix wireless communication antennas and related equipment to certain of Licensor’s Structures, as defined herein;

WHEREAS, Licensor wishes to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling Licensor to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures in accordance with all applicable law and the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the following capitalized terms have the meaning ascribed to them below.

“Applicable Code” means applicable city codes, ordinances, resolutions and regulations pertaining to a Wireless Installation and/or supporting Structure, including without limitation, City Council Resolution No. 18.07.101 “Resolution for the Management of Wireless Equipment within City ROW” and Chapter 79 of the Code of the City of Auburn Hills.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission;

“Make-Ready Work” means the work required on or in Licensor’s Structure to create space for Licensee’s Attachments, and/or replacing and/or reinforcing the existing Structure to accommodate Licensee’s Attachments including, but not limited to, rearrangement or transfer of existing Attachments and the facilities of other entities, Structure relocation and replacement.
“Person” or “Persons” means any person or entity;

“Structure(s)” means pole(s) supporting one or more streetlights, traffic signals, flags, banners and/or signage; street furniture; billboard(s); trash receptacle(s); bus stop(s); and any other similar structure(s) capable of accommodating a Wireless Installation. Structure does not include any Licensor pole used for the function of electricity distribution or any other Licensor structure located outside a public right of way.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law.

“Wireless Installation” means an antenna system equipment, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee, and all associated equipment, affixed by Licensee to a Structure within a public right of way owned or controlled by Licensor pursuant to a Permit (in accordance with Section 3.1 hereof) authorized by Licensor.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Facilities, that do not conform to this Agreement. To the extent not already governed by applicable law, Licensor hereby grants Licensee such rights-of-way and easements for the use and benefit of Licensee as necessary to exercise the right to attach Wireless Installations to Licensor’s Structures as provided herein. No use of Licensor’s Structures or the ROW under this Agreement shall create or vest in Licensee any ownership or property rights in City Structures or public rights of way. LICENSEE represents, warrants and covenants that its Wireless Installations installed pursuant to this Agreement will be utilized solely for the rendering of telecommunication services, including wireless services, and LICENSEE is not authorized to and shall not use Wireless Installations or Structures to offer or provide any other services not specified herein.

1.2 Interference with Wireless Installations. All applying parties shall ensure that the installation of network equipment meets all FCC regulations and will not interfere with, or cause interference to neighboring network equipment.

1.3 Installation of new Licensee Poles. Notwithstanding any provision herein, Licensee has the right to install poles in municipal rights-of-way at locations to be determined for the purpose of supporting and affixing its Wireless Installations, subject to permitting requirements and in accordance with applicable law and Applicable Code. Total height of each new facility installed or maintained under this agreement (inclusive of any antennas and/or equipment mounted on the poles) shall not exceed fifty feet (50’) or any other applicable height limitation under Applicable Code. New pole locations are subject
to review and approval by Licensor provided approval of a new pole location shall not be unreasonably withheld. Site requirements (e.g. setbacks, concealment, screening, accessory equipment, etc.) shall comply with Applicable Codes and permits. Licensee shall be liable to the City for the cost of repairing or replacing any City owned property, infrastructure or utilities damaged as a result of installing or maintaining Licensee owned or installed Structures as provided in this agreement.

(a) Collocation. For purposes of preserving and furthering the public health, safety and welfare by minimizing the proliferation of new poles/wireless support structures within the public right of way, the City reserves the right to require future Wireless Installations, including those by other providers, to be collocated on Licensee’s poles or other support facilities pursuant to its police powers and Licensee agrees to reasonably accommodate such requirements in terms of: 1) location on the pole/support structure, and; 2) costs and fees charged to such 3rd party Wireless Installation provider. In the event the City grants a collocation or similar right of way use request to a third party, Licensee shall make such accommodations necessary in a commercially reasonable manner and consistent with the Law and Applicable Code to allow such collocation or pole attachment on any pole or other support Structure referenced in this Agreement. Without limiting the foregoing, in accepting this Agreement Licensee acknowledges that it agrees to permit the utilization of its poles installed and authorized by this Agreement by third-party Wireless Installation providers on reasonable commercial terms and that it will accommodate such efforts to the extent doing so will not unreasonably interfere with Licensee’s use of same. Licensee shall expressly require a City approved third-party Wireless Installation Right of Way Agreement in any lease/pole attachment agreements providing for any third-party Wireless Installation collocations or pole attachments upon any pole or other Structure.

(b). Removal. In the event a Licensee owned pole becomes obsolete, abandoned, damaged, deteriorated or unsafe beyond reasonable repair, Licensee, upon written request by the City, shall remove the pole(s) at its own cost and expense, unless the parties otherwise agree in writing.

1.4 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the City to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way and City owned Structures, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, “Encumbrances”) which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the City at any time.
2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, modify, repair and maintain its Wireless Installations and Structures in safe condition and good repair in accordance with:

(i) the requirements and specifications of the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”) and any and all other applicable regulatory codes for safe practices when performing work on or near Structures (collectively, “Safety Codes”); and

(ii) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction.

(iii) changes to the requirements, specifications, rules and orders in subsections (i) and (ii) shall not apply retroactively unless required by law.

(b) All new or maintained poles included in this agreement shall be subject to the restrictions as described in section 1.3 of this agreement; in addition, Licensor may, on Technical Grounds, deny all or part of an Application for Permit, or limit the number and/or technical characteristics (e.g., weight or size) of any Wireless Installation on any Structure or require relocation, collocation, replacement or removal of Wireless Installations and Licensee Structures at Licensee’s own cost and expense as provided in this agreement. In the event Licensor determines, based upon Technical Grounds, that inadequate space exists on its Structure(s) to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced as part of Make-Ready Work, at Licensee’s sole expense, with Structure(s) with adequate space to accommodate the proposed Wireless Installation

2.2 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, assume or suffer to exist any lien with respect to any Structure or other Licensor property or facility resulting from any use or work performed by Licensee or on its behalf pursuant to this Agreement or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors. Each party shall ensure that its workers and, to the extent that either may employ agents or contractors, their workers, are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to any Structures to any such worker who is not so qualified, or does not act in a safe and professional manner when accessing any Structure. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Structures on Licensee’s behalf unless such worker is
qualified to Licensor’s reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party’s workers or those of the other party’s agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations.

2.5 No Interference. Licensee shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. Licensee, at its own cost and expense, shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by Licensee, to facilities or property belonging to the City. Licensee shall be liable to Licensor for the actual cost of repair or replacement to its property to the extent the loss was caused by Licensee. The City agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements City may enter into after the date hereof.

3. APPLICATION FOR PERMIT

3.1 Application for Permit. Before placing any new or additional Wireless Installation onto any Structure, and prior to installing any new Structure, Licensee shall apply for a permit from Licensor. Licensee shall apply for the permit using the Application for Permit (“Permit”) form approved by the City for Wireless Installations and Structures within the ROW attached as Exhibit A hereto, which Licensor may revise or amend from time to time in its reasonable discretion upon 60 days’ written notice to Licensee. Unless applicable law provides otherwise, Licensor will notify Licensee of the specific deficiencies in any incomplete Permit Application within thirty (30) days of its submission and Licensor will approve or reject each Permit within sixty (60) days of its submission. In the event of rejection of a Permit, Licensor shall provide a written explanation to Licensee of the basis for the rejection with the same sixty (60) day period. Licensee shall complete an Application for Permit for the installation of any new equipment or Structures within the City ROW. Licensee shall pay an Application Fee for each application at the time of submission in the amount set forth in Exhibit A except that no such fee shall be required for a resubmitted application where such application was originally rejected as incomplete.

3.2 Technical Review. Licensor will undertake all engineering and administrative activities necessary to approve or deny Licensee’s Permit Application. Such activities include, but are not limited to, assigning a Permit number, logging the Permit into the tracking system, determining any Make-Ready Work necessary in connection with the Permit, approving the Permit, field work (inspecting the location, taking required measurements at the location, setting up joint meetings with other attachers if necessary, and inspecting the work.) Licensor shall recover the costs
associated with this Technical Review through the Application Fee as provided by Exhibit A. At the time of approving the Permit, Licensor will advise Licensee of any Make-Ready Work that needs to be performed in connection with the Permit, including replacing the Structure as provided for in Section 2.1(b), and whether Licensor is willing to perform that Make-Ready Work. If Licensor indicates it is willing to perform the Make-Ready Work, Licensee shall have sixty (60) days from the receipt of the Make-Ready Cost Estimate described in Section 4.1(a) to accept the terms, unless applicable law provides a different deadline as reflected in Exhibit B. If Licensor does not indicate that it is willing to perform the Make-Ready Work, Licensee may perform the Make-Ready Work itself and shall have sixty (60) days from approval of the Permit to accept the terms, unless applicable law provides a different deadline.

4. PREPARATION OF STRUCTURES FOR ATTACHMENT

4.1 Make-Ready Work and Costs. If Licensor performs the Make-Ready Work, the provisions of Section 4.1(a)-(c), 4.2 and 4.3 shall apply. If Licensee performs the Mark-Ready Work, the provisions of Section 4.1(b) and (c) shall apply, but the provisions of Section 4.1(a), 4.2 and 4.3 shall not apply.

(a) Licensor will provide Licensee with a written estimate (“Make-Ready Cost Estimate”) of the direct costs to prepare the Structure(s) for attachment by Licensee (“Make-Ready Costs”) within fourteen (14) days of Licensor authorizing the Permit in accordance with Section 3, unless applicable law provides a different deadline. Licensor will not begin Make-Ready Work until it has received Licensee’s signed approval of the Make-Ready Cost Estimate and full payment thereof (“Approved Make-Ready Cost Estimate”).

(b) If a Person, other than Licensor, would have to rearrange or adjust any of its facilities in order to accommodate a new Wireless Installation, the party performing the Make-Ready Work shall coordinate such activity, at Licensee’s sole expense to coordinate such activity. Licensee shall be responsible for directly paying such other Person for its charges for the same.

(c) The Wireless Installation shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with Licensor requirements and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant at the time of Licensee’s Application. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Wireless Installation to accommodate that Person’s facilities, subject to Licensor’s written approval of such relocation, the Licensee shall reasonably cooperate with such request and charge no more than Licensor would be permitted to charge for the relocation of its facilities on the applicable Structure under section 4.1(a) above.

4.2 Completion of Make-Ready Work. Licensor will complete all requested make-ready work described in the Approved Make-Ready Cost Estimate (“Make-Ready
Work”) within sixty (60) days after receiving the Approved Make-Ready Cost Estimate and payment thereof.

4.3 Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by Licensor in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within sixty (60) days of receipt of the invoice. If such Make-Ready Costs were less than the pre-paid Make-Ready Estimate, Licensor will refund the excess Make-Ready Payment to Licensee within sixty (60) days following completion of the make-ready work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

4.4 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of each Wireless Installation, Licensee shall notify Licensor of such completion.

5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

5.1 Reservation of Rights. As permitted by applicable law and this agreement, Licensor reserves the right to operate, manage and maintain its right of ways, Structures and facilities, to discontinue such operation and maintenance, and to remove its Structures and facilities, in the best manner required to fulfill its own service requirements, and its public, employee and worker safety obligations. The City reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the Wireless Installations and Structures, their use, or the use of the Public Rights-of-Way or of other City property. Licensee shall be subject to all present and future ordinances of the City and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the City or of the City's right to require Licensee to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

5.2. RF Emissions.

(a) Licensee will comply with all Federal Communications Commission (FCC) regulations regarding radio frequency (“RF”) emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Licensor’s authorized field personnel will contact Licensee’s designated point of contact not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Licensee’s Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.
(b) Licensor, Licensee and other attachers which emit RF on Licensor’s Structures are under an obligation to operate its own existing or future facilities to protect against RF interference to RF signals of Licensor, Licensee, and such other attachers, as applicable, as may emanate or arise. Licensor and Licensee and all others on Licensor’s Structures shall endeavor to correct any interference to other networks created by its RF emissions promptly and shall coordinate and cooperate with each other relating to the same. In any given situation that coordination and cooperation to correct interference to RF emissions comes to an impasse for a solution, the Licensor RF operations shall take precedence over all others.

5.3 **FCC Antenna Registrations, Federal Aviation Administration (“FAA”) Compliance.** Licensee, at its own cost and expense, is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA, or similar requirements with respect to the location of the Licensee’s antennas or other facilities. Without limitation, Licensee acknowledges and agrees that Licensor’s Structures are not “antenna structures” under the FCC’s rules and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

5.4 **Equipment Modification and Replacements.** Subsequent to the original installation of Licensee’s equipment, Licensee may modify or replace the equipment so long as such modification or replacement does not increase the load or height on/of the applicable Structure beyond the loading/height limitation, if any, established in the approved application or this agreement, or involve placement of equipment outside the area designated in the approved application without obtaining prior written consent of Licensor.

5.5 **Access.** At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“Access”) to, in and on any Structure used or to be used pursuant for an approved Permit so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Wireless Installations and Structures. Licensor acknowledges that in the event Licensee cannot obtain Access, Licensee shall incur significant damage. If Licensor unreasonably fails to provide the Access granted by this section, such failure shall be a default under this Agreement. Absent an Emergency, Licensee shall provide Licensor 24 hours advance written notice of accessing any Licensor owned facility or Structure, including a description of the proposed work and the identity of the persons or contractors performing the work.

6. **CHARGES, BILLING AND PAYMENT**

6.1 **Annual Fees For Wireless Installations and Structures.** As compensation for the use, installation and maintenance of Wireless Facilities and Structures in the ROW, Licensee shall pay Licensor the annual ROW use fee(s) (“Fee”) per Wireless Installation and/or Structure located in the Licensor’s right-of-way, as set forth in Exhibit B, for each year (or partial year) that this Agreement remains in effect. Said Fee is per Structure/Wireless Installation and includes all appurtenant equipment and facilities used
in connection with Wireless Installations.

6.2 Timing of Payment and Calculation of Number of Wireless Installations.

(a) Fees shall be payable annually in advance for each Wireless Installation and/or Structure, as recorded by Licensor or for which a Permit has been issued as of October 1 of the prior calendar year (the “Record Date”).

(b) If Licensee’s records show a different number of Wireless Installations or Structures for which a Fee payment is required, Licensee shall so notify Licensor within thirty (30) days of relevant invoice. Licensor will then, following receipt of Licensee’s notification, either accept in writing Licensee’s revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the parties shall comply with the dispute resolutions provisions of the agreement.

6.3 Surety Bond. Licensor may, upon sixty (60) days’ written notice, require Licensee to furnish a surety bond (the “Surety Bond”) in a form and amount acceptable to Licensor to guarantee Licensee’s payment and performance of sums and liabilities that may become due to Licensor for all Fees and other amounts and liabilities required by, arising under, or concerning this Agreement.

6.4 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within ninety (90) days from the receipt of invoice. Interest of one percent (1%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of invoice.

(b) Licensee shall notify Licensor within thirty (30) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, dispute.

7. AUDITS AND INSPECTIONS

7.1 Audits.

(a) Licensee and Licensor shall cooperate in determining the total number of Wireless Installations and Structures. This determination shall be based on an on-going inventory of Permits that shall be maintained by Licensor. Licensor has the right to require a jointly conducted physical audit of Wireless Installations and Structures no more frequently than once every five (5) years, unless Licensee is responsible for a Default under this Agreement, in which case Licensor may audit as frequently as necessary (until such default is cured). Licensor must provide thirty (30) days’ written notice of any audit. The actual and reasonable cost of such audits will be borne solely by the Licensee.

(b) Licensee and Licensor may mutually agree that in lieu of such a jointly conducted physical audit, the number of Wireless Installations and Structures may
be determined from existing maps and attachment records, in which case, each Party shall make all relevant maps and records available to the other Party and the number of Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. Licensor may conduct, at its sole expense, inspections of Wireless Installations on Licensor’s Structures and Licensee Structures and may conduct inspections in the vicinity of Wireless Installations and Structures. Licensor shall give Licensee sixty (60) days’ prior written notice of such inspections and Licensee shall have the right to be present at and observe any such inspections, at Licensee’s sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe and reliable service to a customer, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided written notice to Licensee has been corrected by Licensee.

8. STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS

8.1 Replacement or Abandonment of Structure.

(a) If for safety, reliability or operational reasons or due to government requirements Licensor replaces a Structure to which Wireless Installations are affixed, Licensor may, upon ninety (90) days’ written notice, at Licensee’s sole expense, remove the Wireless Installation located on the original Structure. Licensee shall be responsible for reattachment or relocation to a replacement Structure.

(b) Licensee understands and acknowledges that the City, in an emergency may request Licensee to remove its facilities on short notice, but otherwise the City may require Licensee to remove or relocate upon a written request from the City on sixty (60) Calendar Days’ notice at Licensee's sole cost and expense, Wireless Installations and Licensee Structures whenever City reasonably determines that the removal or relocation is needed: (l) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a City project, (2) because the Wireless Installation interferes with or adversely affects proper operation of the light poles, traffic signals, City-owned communications systems or other City facilities, (3) because of a sale or vacation of the public right of way by the City, (4) because there is a change in use of the public right of way by the City provided such use similarly effects similarly Licensed users in the public right of way, (5) because there is damage to and/or removal of a pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). Licensee shall at its own cost and expense remove, relocate and/or adjust the Wireless Installation and/or Structure, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the City. Such removal, relocation, adjustment shall be completed within the time prescribed by the City in its written request and in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove, or replace the Wireless Installations or
Structures and transfer them to replacement Structures, or perform any other work in connection with said Wireless Installations and Structures that may reasonably be required to maintain, replace, remove or relocate the Structures. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee within 24 hours after the Emergency or as soon as practicable.

(c) If Licensor desires to abandon any Structure, it shall give Licensee sixty (60) days’ written notice, and within such time, Licensee may remove, relocate (with Licensor’s permit) or otherwise dispose of its Wireless Installations.

(d) If a Licensor’s Structure needs to be replaced or modified in order to accommodate Wireless Installations, Licensor may replace the Structure and Licensee will reimburse Licensor for all actual and reasonable costs directly incurred by Licensor to do so. Licensor may, but shall not be required to, transfer the affected Wireless Installation to the replacement Structure after providing ninety (90) days’ written notice to Licensee of the requirement to move. In the event that Licensor transfers the affected Wireless Installations, unless otherwise provided in a written Agreement between the Parties, Licensee shall reimburse Licensor for any actual and reasonable costs associated therewith. Licensor reserves the right to require Licensee to replace or relocate Wireless Installations as needed.

(e) If, upon expiration of any required notice period for removal, Wireless Installation(s) has/have not been removed, Licensor may at Licensee’s sole expense, remove and dispose of the Wireless Installation(s), without any liability to Licensee for such removal and disposition.

8.2 Removal of Wireless Installations by Licensee. Licensee may at any time remove their Wireless Installations from Licensor’s Structures, and shall give Licensor notice of such removal within thirty (30) days after removal. No refund of any Fee paid will be due on account of such removal except as provided for in section 13.3 or if triggered by casualty, fire or other harm affecting any Structure (“Casualty Event”). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. In the event of damage by a Casualty Event to a Structure that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee’s operations on the Structure for more than forty-five (45) days, then Licensee may, at any time following such casualty or harm; (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days’ written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee’s current use of the Structure until such time as the Structure is fully restored to accommodate Licensee’s Wireless Installation; or (iii) permit Licensee to submit a new Application for Permit for an alternate location equivalent to Licensee’s current use of the Structure, and Licensor shall waive the application fee and transfer all remaining rights to the new Structure so long as such relocation was due to a Casualty Event not directly caused by Licensee. Any such notice of termination shall cause the applicable Permit or affected portion thereof to expire with the same force and effect as though the date set
forth in such notice were the date originally set as the expiration date of the applicable Permit. The Fee shall abate during the period of repair following such Casualty Event in proportion to the degree to which Licensee’s use of the Structure is impaired. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis.

8.3 Licensee Safety or Other Violations. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Wireless Installations or Structures, it shall notify Licensee and Licensee shall have sixty (60) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations.

9. INSURANCE

9.1 Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required.

9.2 Required Insurance.

(a) Workers’ Compensation and Employer’s Liability insurance, as required by statute, with Employer’s Liability limits of One Million Dollars($1,000,000) each accident, One Million Dollars($1,000,000) by disease policy limits, and One Million Dollars ($1,000,000) by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

- $5,000,000  (Five Million Dollars)General Aggregate Limit
- $5,000,000  (Five Million Dollars) Each Occurrence
- $1,000,000  (One Million Dollars)Each Occurrence - Personal Injury and Advertising Injury
- $2,000,000  (Two Million Dollars)Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of at Five Million Dollars($5,000,000) Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.
(d) Umbrella/Excess Liability insurance with limits of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

9.3 Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to any required policy that is issued on a “claims-made” basis, Licensee agrees to maintain coverage for two (2) years following the term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10. ALLOCATION OF LIABILITIES

10.1 Each Party shall be liable for all damages for such injuries to third Persons or any third Person’s property proximately caused by the Party’s negligence or willful misconduct to the extent a party to this agreement would otherwise be liable to a third party in the absence of this agreement. As used in the immediately preceding sentence, reference to injury to property shall be deemed to refer to physical damage to physical property. The City reserves all legal and equitable defenses to any claims for damages including, without limitation, governmental immunity. There are no third party beneficiaries to this agreement. Licensee acknowledges and agrees that Licensee bears all risk of loss or damage of its equipment and materials, including, without limitation, Wireless Installations and Structures, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the City shall not be liable for any cost of repair to damaged Wireless Installations or Structures, including, without limitation, damage caused by the City's removal or relocation Wireless Installations and Structures, except to the extent that such loss or damage was proximately caused by the actionable negligence or willful misconduct of the City, and further provided the loss or damage would otherwise be recoverable in an independent action at law independently of this Agreement.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

10.2 Waiver of Claims regarding Fitness of Light Poles or Other Municipal Properties or Structures Located in Public Ways. Licensee acknowledges that the City has made no warranties or representations regarding the fitness, availability or suitability of any of poles or other Municipal properties or structures for the attachment of the Wireless Installations, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by Licensee or
 provision of Services contemplated under this Agreement by Licensee is at Licensee's sole risk. Licensee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the City and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Structures located on public ways, other City property affected by this Agreement or any law or regulation applicable thereto.

10.3 Waiver of Claims upon Termination. Licensee acknowledges that this Agreement is terminable by the City under certain limited circumstances as provided herein, and in view of such fact Licensee expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and Licensee expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of Licensee or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, Licensee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the City exercises its right to terminate this Agreement, as specifically provided herein.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensor’s sole option, defend Licensor, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, Licensees (other than Licensee), invitees, agents, attorneys, employees, successors and assigns (together “Licensor Indemnitees”) from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys’ fees, and other charges and expenditures that Licensor Indemnitees may incur, asserted by reason of the installation, operation, use, repair, or removal of Wireless Installations and/or Structures or breach of the terms of this Agreement by Licensee, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the actionable negligence or willful misconduct of Licensor.

12. TERM

This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years, and will automatically renew for four (4) successive five (5) year terms, unless Licensee provides Licensor written notice of termination at least one hundred and eighty (180) days prior to the then-current term. Licensor may terminate this agreement upon ninety (90) days advance written notice to Licensee and after opportunity to meet with representatives of the City, if the City reasonably determines that Licensee's continued use of the Public
Rights-of-Way and/or City Structures will adversely affect public health or safety, any contrary provision in this agreement notwithstanding. Upon termination of this Agreement, Licensee shall remove Wireless Installations from all Licensor’s Structures and remove all Licensee Structures from the ROW within one hundred and eighty (180) days. If not so removed within one hundred and eighty (180) days following such termination, Licensor shall have the right to remove such Wireless Installations and/or Structures, and to dispose of same, at Licensee’s sole expense and without any liability to Licensee for such removal and disposition.

13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement within sixty (60) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement (“Default”). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

13.2 Licensee’s Default and Licensor’s Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its reasonable discretion, take any one or more of the following actions:

(a) suspend Licensee’s access to any or all of Licensor’s Structures and/or ROW;
(b) terminate the specific Permit(s) or affected portion thereof granted to Licensee covering the Structure(s) to which such Default is applicable;
(c) require the obligation to be fulfilled;
(d) remove, relocate, or rearrange Wireless Installations and/or Structures to which such Default relates (all at Licensee’s sole expense);
(e) decline to Permit additional Wireless Installations or Structures under this Agreement until all such Defaults are cured;
(f) exercise its rights with respect to the Surety Bond; and/or
(g) only in the case of a material breach, terminate this Agreement.

13.3 Licensor’s Default and Licensee’s Remedies.

(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, either terminate this Agreement or demand that the terms of this Agreement be complied with.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.
13.4 **Effective Date of Termination.** Any termination under sections 12, 13.2(b), 13.2(g) or 13.3(a) shall be effective upon written notice from the terminating party to the other party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.5 **Cumulative Remedies.** The remedies provided by this section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. **DISPUTE RESOLUTION PROCEDURES**

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation and non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party’s notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

15. **MISCELLANEOUS PROVISIONS**

16.1 **Notices.** Except as provided below, all written notices shall be effective upon actual delivery or completed facsimile addressed to the other party as follows:

**To Licensor**

City Clerk  
City of Auburn Hills  
1827 N. Squirrel Rd., Auburn Hills, MI 48326

With a copy to counsel:  
Derk Beckerleg, Esq.  
Secrest Wardle  
2600 Troy Center Dr.  
Troy, MI 48007  
Email: dbeckerleg@secrestwardle.com

**To Licensee (including bills):**

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration  
575 Morosgo Drive NE  
Atlanta, GA 30324  
Re: Wireless Installation on Public Structures, Auburn Hills, Michigan  
Fixed Asset #

in each of the above cases (excluding bills), with a copy sent to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department, Network Operations  
Re: Wireless Installation on Public Structures, Auburn Hills, Michigan  
Fixed Asset #  
208 S. Akard Street  
Dallas, TX 75202-4206

Contact Number for day to day operations:

Licensor:  
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Either Party may assign its rights and obligations to an affiliate without consent upon 30 days’ written notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with a Party.

16.4 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles, and, where applicable, federal law.

16.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action (“new law”) affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the terms of this agreement, then either Party may, upon thirty (30) days’ written notice, require that the terms of this agreement be renegotiated to conform to the new law on a going forward basis for all existing and new small cell installations, unless
the new law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within 90 days after such notice, then any rates contained in the new law shall apply from the 90th day forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the proceeding, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

16.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

16.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

16.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.12 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

16.13 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word “including” or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation,
such as “without limitation” or similar words, are used. The Recitals are a material part of this Agreement and may be used in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CITY OF AUBURN HILLS

BY: __________________________________________

Name:

Title:

Date

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

BY: AT&T Mobility Corporation, Its Manager

Name:

Title:

Date

4825989
EXHIBIT A: APPLICATION FOR PERMIT

Licensee shall pay to Licensor a Right-of-Way permit installation review fee. The fee shall be Five Hundred Dollars ($500.00) per Right-of-Way application review. Licensee may include no more than one (1) proposed permit location in one permit installation package.
EXHIBIT B: COMPENSATION

Licensee shall pay to Licensor an annual fee of One Thousand five Hundred Dollars ($1,500) per Licensor owned Structure utilized by Licensee as compensation for attachment of its Facilities.

Licensee shall pay an annual fee of One Thousand ($1,000) Dollars to Licensor as compensation for each new AT&T/ NEW CINGULAR WIRELESS PCS, LLC, installed/owned pole/facility in the ROW.

Licensee is permitted to attach to structures owned by third parties (DTE, AT&T, Consumers Energy) or for placement of new Wireless Installations in the ROW. Licensee shall pay the City of Auburn Hills twenty dollars ($20) annually per Wireless Facility attached to existing third party structures within the City ROW.

Licensee will be required to permit said Wireless Facilities and Structures and shall pay all required permit review fees consistent with section 3.1 of this Agreement.
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Gordon Marmion, Manager, Fieldstone G.C.
Submitted: October 18, 2018
Subject: Approval for Fieldstone Golf Cart Lease

INTRODUCTION

One of the most important and profitable elements of the golf operations is the FGC rental fleet. Rental fees generated from the golf car fleet produce one of the highest profit margins in the business. With the close of the 2018 golf season comes the end of a five year golf cart lease with Midwest Golf and Turf. The current golf cart fleet of 90 carts will be replaced with a new lease agreement of 88 golf carts and 1 range picker cart.

FGC completed bid specifications and received proposals from the three major golf car manufacturers in the industry: Club Car (Midwest Golf & Turf), E-Z-GO (Spartan Distributors) & Yamaha (Golf Cars Plus).

The bids for the golf car fleet are evaluated with two lease options. A five year capital lease or a five year operational lease. The capital lease worked well in the past due to options available at the end of the lease with owning the vehicles. FGC benefited with the capital lease in 2014 when 10 golf cars remained in the fleet for an additional 5 years. The trade in dollars kept our annual expense from increasing over the past 10 years. Shifting to an Operational Lease for the savings captured annually and knowing the 2019 fleet will be replaced in 2023 due to excessive wear and battery life. The new lease also coincides with the warranties of parts and batteries. Payments for each year will be divided into six payments during the peak season months May thru October. The new operational lease will save FGC $18,494 annually or $92,472 over 5 years. The lease proposals are as follows:

<table>
<thead>
<tr>
<th>Model</th>
<th>5 Year Total Expense 88 Golf Carts &amp; 1 Range Picker Capital Lease Program</th>
<th>5 Year Total Expense 88 Golf Carts &amp; 1 Range Picker Operational Lease Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Club Car Tempo Electric</td>
<td>$254,328.60</td>
<td>$161,857.20</td>
</tr>
<tr>
<td>E-Z-GO RXV Electric</td>
<td>$321,156.00</td>
<td>$227,663.00</td>
</tr>
<tr>
<td>E-Z-GO TXT Electric</td>
<td>$285,753.00</td>
<td>$192,482.40</td>
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<tr>
<td>Yamaha Drive Electric</td>
<td>$269,912.40</td>
<td>$173,106.90</td>
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</tbody>
</table>

The current proposal for the 88 Club Car Tempo Electric Golf Cars is $32,371.44 per year / $161,857.20 over five years. The new operational lease will maintain our golf car annual expense within budget. All 88 golf cars carry a four-year warranty on all major parts and a battery warranty up to 25,000 work hours.
Golf Cart Accessories Included:

- Body Color: Light Grey
- Sun Canopy Club Car: White
- Seats: White
- Fold Down Hinged Windshield
- Reverse Warning System
- Single Point Water System & Water Filter Distribution System.
- 2 Soil/Seed Bottles & Holders
- Batteries: US Made Batteries Preferred.
- 2 Large Fleet No. Decals (one for each side)
- 1 Large Course Logo Decal for the Front of Vehicles.
- 1 Information / Message Holder
- Sweater Basket
- 2 USB Charging Ports
- Low Voltage or Low Battery Indicator Light

HISTORY

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Golf Car Manufacturer</td>
<td>Club Car</td>
<td>Club Car</td>
<td>Club Car</td>
<td>Club Car</td>
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<tr>
<td>Golf Car Distributer</td>
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<tr>
<td>Number of Golf Cars</td>
<td>80</td>
<td>80</td>
<td>80</td>
<td>88</td>
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<tr>
<td>Power</td>
<td>Electric</td>
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<tr>
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<td>Precedent</td>
<td>Precedent</td>
<td>Precedent</td>
<td>Tempo</td>
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<tr>
<td>Golf Car Expense / Less Trade In / Per Vehicle</td>
<td>$3,495</td>
<td>$2,769</td>
<td>$2,905</td>
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<tr>
<td>Total Cost Per Fleet / 5 Years</td>
<td>$279,600</td>
<td>$221,520</td>
<td>$232,400</td>
<td>$161,857</td>
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<tr>
<td>Annual Expense (not including repairs &amp; maintenance.)</td>
<td>$55,920</td>
<td>$44,304</td>
<td>$46,480</td>
<td>$32,371</td>
</tr>
</tbody>
</table>

STAFF RECOMMENDATION
Trade in the 90 Club Car Precedent golf carts and 1 range picker cart for 88-2019 Club Car Tempo Golf Carts and 1-2019 Range Picker under an Operational Lease with Midwest Golf & Turf for the 2019-2023 seasons.

MOTION
Move to approve the 2019 Club Car Tempo Golf Car Fleet, Operational Lease with Midwest Golf & Turf for a total amount not to exceed $161,857.20, distributed over five years at an annual expense of $32,371.44 and authorize the City Manager to convey acceptance by purchase order.

I CONCUR: ____________________________
THOMAS A. TANGHE, CITY MANAGER
AUBURN HILLS
AUTUMN ACTIVITY

Fall Festival in the Woods returns for 21st year of family fun

The 21st annual Fall Festival in the Woods returns to Auburn Hills this weekend. Taking place from 11 a.m. to 3 p.m. on Saturday, Oct. 13 at the Hawk Woods Nature Center, the outdoor celebration will feature live music, food and learning stations set up in front of the center's log cabins. Pumpkin carving, horse-drawn hayrides through the forest, a campfire for roasting marshmallows with local Girl Scouts and more are planned for the event. The learning stations will include take-home gifts for attending families, such as Milkweed pods, White Pine seedlings and a guppy gallon-aquarium. A $2 donation is requested for entry. Pumpkins will also be sold for $4 to $12.

— Natalie Broda, The Oakland Press

Above: The Fall Festival in the Woods takes place on Saturday, Oct. 13 at Hawk Woods Nature Center in Auburn Hills.

Left: Pictured are some horses at the Fall Festival in the Woods.

PHOTO COURTESY OF MICHAEL MANSOUR
Avondale has little trouble advancing in district play
PREP SOCCER
By Dan Fenner
For Digital First Media
Two quick goals in the opening five minutes of play helped to lift Auburn Hills Avondale and deflate Farmington Hills Harrison Monday as the Division 2 district playoffs kicked off. The Yellow Jackets seized control by capitalizing on its early chances en route to a 4-1 victory that was earned in dismal playing conditions with an unrelenting wind blowing width-wise across the field.
“We got off to a good start, which makes a big difference in a game like this on a miserable, cold night. We were very solid,” Avondale coach Mike Joa said. “We had great defense, our seniors did good, and it was an all-around great effort tonight.”
Avondale’s Josh Grow tallied the opening two goals for his team. The first came when Grow raced in to deposit a rebound that had sprung loose from the keeper’s grasp. Moments later, he struck again by uncorking a booming shot that made it 2-0.
Afforded a chance at a larger role in the absence of injured starter Leo Casto, Grow took full advantage of the opportunity, Joa said.
“Josh has only been the striker the last three games, so it was a good start for him as a sophomore stepping in.”
Senior Nahom Abebe added a goal to send the Yellow Jackets into halftime with a 3-0 advantage.

Auburn Hills Avondale’s Joshua Grow, right, tangles with Farmington Hills Harrison’s Quincy Bowens during Avondale’s first-round district victory Monday.
DAN FENNER — FOR DIGITAL FIRST MEDIA
Harrison improved as the game wore on, getting on the board with 18 minutes remaining when Liam Percival struck a long-range shot from the sideline that found the netting. “We had a great second half, I thought, but we put ourselves in too deep of a hole,” Harrison coach Tim Russell said. “We weren’t as prepared as we should have been. We made some early defensive mistakes that we had cleared up weeks and weeks ago. All of the sudden, we were making those same mistakes again.” Nicholas Kubert concluded the scoring with a goal for Avondale in the closing minutes.

For Harrison, its loss marked not only the end of its season, but also the last game in program history with the school set to close its doors at the end of the 2018-19 school year. In 2017, Harrison put together a memorable postseason run, advancing all the way to the state semifinals for the first time in school history.

Faced with a diminished roster this season, the Hawks still managed to earn a co-championship in the OAA Blue Division, sharing the title with West Bloomfield.

“It’s been a spectacular season. The first time all season that we had all 14 players on the team available was last Thursday,” said Russell, concluding his 24th year coaching the boys soccer program at Harrison. “We had a game that we called off with about 15 minutes to go because we were down to eight players. We’ve probably played three or four games where we got down to nine players.

“They’ve been really spectacular. All I really asked them to do was represent the school the right way and go out strong. It was kind of tough after we were in the (Division 2) final four last year, but I said all season that people have it worse all over the world and if the worst thing you have is playing with (only) two subs on a soccer field, then I think we can deal with it.”

Avondale advanced to Wednesday’s district semifinals hosted at Pontiac Notre Dame Prep. The Yellow Jackets will face Birmingham Brother Rice.
Avondale schools get new security program

AUBURN HILLS

Highlights ‘hardening’ of American classrooms

By Natalie Broda

nbroda@digitalfirstmedia.com@NatalieBroda on Twitter

In the Avondale School District of Auburn Hills, hallways are monitored with 512 security cameras linked directly to the Auburn Hills Police Department. Students and staff are trained every year, for the past three years, by police on what to do during an active shooter situation. Soon, every classroom door will only be accessible by swipe card. New secure entrances, with staff to intercept people before they enter the building, will be built in the coming years.

The new security measures at Avondale highlight a paradigm shift in the American education system as school districts grapple with the widespread reality of shootings. Where once the best practice was to shield and hide

Security

FROMPAGE 1

children from danger, today the kids are being told to whatever it takes for them to survive. “We’ve told them forever that they can’t do this or that, but now we’re telling them ‘You do anything you need to do to survive and you won’t get in trouble,’” Brian Miller, officer in the Auburn Hills Police Department who trained students and staff at Avondale said.

“I’ll be honest, the hardest part is the reality of this difficult topic. But the kids, they come up to us and thank us for actually giving them options.”

Such as running in a zig-zag formation away from an active shooter scene or throwing nearby objects at the shooter in order to get away. Officer Metter Smith, school resource officer, said there’s no more room for sugar coating the situation in schools.

“We use simple language, no more codes. For the little kids, we’ll use the big bad wolf as an example. It’s not as in-depth, but we do talk about the drills, that we don’t want them tucked away in the corner anymore, we have to condition ourselves away from fear,” Smith said.

Last fall, a $30.7 million bond was approved by voters for the district to spend on technology and security upgrades.

In the past few months Avondale has replaced all its cameras with newer high-definition ones, while adding approximately 175 more.
The liaison officer can pull up any camera in the district instantly and feed that video live to the Auburn Hills Police Department should an active shooter situation, or otherwise, arise. The cameras also have remote site tracking.

“It’s unfortunate that we have to be prepared for what we’re seeing across the nation,” James Schwarz, superintendent of Avondale said. “As much as we want to live in a bubble, we can’t. We have to arm them with information to provide the safest environment for everyone.”

In the coming months, in addition to active shooter training, the district will begin Stop the Bleed courses with staff and students. Its focus is to teach bystanders how to properly stop lifethreatening bleeding. In mass casualty situations, most fatalities are caused by blood loss, according to trauma specialists from St. Joseph Mercy Oakland. There won’t be an opt-out option for students for those programs, Schwarz said.

“The truth of the matter is, this isn’t just isolated to schools. Look at other places where these incidents have occurred, there’s no guaranteed safety no matter where you go. We’re hoping this training follows them as a life skill,” Schwarz said.

“If confronted with this situation in school, there won’t be an ‘opt-out’ option, because this is life and death stuff. That’s reality.”

In a recent investigation conducted by the Associated Press, it was found that security firms and nonprofit groups linked to safety industry have helped Congress draft a law to commit $350 million to equipment and school security over the next 10-years. Schwarz said he and his staff are aware of the legislation and plan to look into utilizing those funds once more details are available.

“It’s always something in back of your mind. It can happen at the snap of a finger and you don’t know what triggers someone to do this. I think it’s in every superintendents psyche as something prevalent,” Schwarz said. “When you go through administration training and graduate school, there’s no textbook on this stuff.”

In his office at the administration building behind Avondale High School, Schwarz, who has spent 27-years in education, contemplates how these changes will affect Avondale in the coming years. “Frankly 25-years ago, this was all unheard of. No one thought we’d have to deal with what we’re dealing with today. It’s a shame we have to move more in the direction of creating entrance-ways to school buildings like we do airports. It shouldn’t be this way,” he said.

“It just shouldn’t be.”

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LOCAL CRIME BRIEFS
Deputy pleads guilty to drunken driving, assaulting cops
A Wayne County Sheriff’s deputy has pleaded guilty to charges stemming from a drunken driving incident and biting police officers after being arrested. Robert Fontana, 27, will be sentenced Nov. 21 by Judge Nanci Grant of Oakland County Circuit Court, for operating while intoxicated, assaulting police officers and carrying a concealed weapon while having a blood alcohol content higher than 10 percent.
The incident unfolded at around 1:15 a.m. on Aug. 18 when Fontana was pulled over in Auburn Hills for reportedly driving up to 90 mph on I-75 and almost hitting another car.
While being transported to the police station, police say Fontana managed to move his handcuffed wrists to the front of his body and tried to choke himself. He bit three officers as they tried to help him.
Fontana is a 3-year veteran of the Wayne County Sheriff’s Office and was employed at one of the county’s jails. Tonya Guy, deputy chief at Wayne County’s Sheriff’s Office, said he’s been on unpaid leave from his job since his arrest. His employment status is pending.
— Aileen Wingblad, The Oakland Press
Briefing

AUBURN HILLS

Eat unlimited food samples at annual event
This year’s Taste of Auburn Hills will feature food samplings from about 20 food and beverage vendors from 5 to 7:30 p.m. Thursday, Oct. 11 at The HUB Stadium, 2550 Innovation Drive, Auburn Hills, MI.

A portion of the proceeds from this year’s event will benefit the Auburn Hills Community Foundation in support of the Senior Services Meals program.

Tickets are $50 at the door and include two beer or wine drink tickets and unlimited food samples. There is no additional charge for participating in Bombowling or Axe-Throwing at The HUB Stadium. Anyone who wants to participate in Axe-Throwing, wear closed-toe shoes.

This event is for people age 21 and over. For more information, visit auburnhillschamber.com or call 248-853-7862.
LOCAL BRIEF

Great Lakes Crossing Outlets names vet, marine as new
general manager

Great Lakes Crossing Outlets in Auburn Hills recently brought on a new general manager. Gary Neumann, a former U.S. Marine Corps sergeant and veteran of Operation Iraqi Freedom, was named to the position earlier this month. He was previously operations director of Taubman’s City Creek Center in Salt Lake City, Utah, according to a release from the mall.

“It’s exciting to join a shopping center with a significant collection of brands, fun family attractions and distinct dining destinations all under one roof,” Neumann said. “I look forward to joining the team and becoming a part of the community.”

Prior to working at Taubman, Neumann managed operations for several retail properties as a security director at Allied Universal.

— Natalie Broda The Oakland Press
New director of authorities named to post

Auburn Hills has a new director of authorities — Brandon Skopek, who comes to the city from Brighton.

Previously the assistant to the city manager and coordinator of the Downtown Development Authority (DDA) in Brighton, Skopek began his position in Auburn Hills this week according to a release.

Skopek’s primary focus will be economic development in Auburn Hills, working with the city’s DDA to bring up the downtown area, its Tax Increment Finance Authority and Brownfield Development Authority.

“We are very excited to welcome Mr. Skopek to the Auburn Hills team. The entire City Council looks forward to continuing to create a more vibrant downtown through partnerships and collaborations, as well as continuing to develop the strategies to make that happen,” Mayor Kevin McDaniel said. “His experience and passion for local government will be a tremendous benefit to the entire Auburn Hills community”.

In Brighton, Skopek oversaw the city’s first comprehensive master plan update and worked to redevelop Brighton’s Millpond Band shell and Amphitheatre as project manager.

Skopek holds a Bachelor of Science in public administration and public policy and a Master of Public Administration from Oakland University.

— Natalie Broda, The Oakland Press
AKLAND COUNTY

Oakland University founder Matilda Dodge Wilson statue unveiled

By Natalie Broda
nbroda@digitalfirstmedia.com @NatalieBroda on Twitter

A familiar face around Oakland University now has a statue in her honor on campus. A life-sized, bronze statue of Matilda Dodge Wilson, founder of the university, was unveiled recently during the annual Homecoming and class reunion. It’s located near the walkway between the Oakland Center and South Foundation Hall.

It’s a project that was eight-years in the making, originally the brainchild of the class of 2010. Alumni from Oakland University and its Alumni Association Board helped complete the fundraising needed to pay for the statue.

“As the university’s 50th reunion for the classes of the 1960s began organizing, a small group of reunion committee members thought it would be a wonderful project to complete," Kelly Brault, director of Annual Giving for University Advancement said.

“Many of these alumni we were meeting during the planning had personally known Matilda and even spent considerable time with her at Meadow Brook Hall events in those early years.”

It’s sculpted by Lou Cella, a Chicago-area artist who was recently recognized as the 2018 Sport Artist of the Year by the American Sport Art Museum and Archives, according to a release. His statues of Ernie Harwell, Al Kaline and other Detroit Tigers baseball players can be found at Comerica Park in Detroit.

“We wanted to portray Matilda as true-to-life as possible and thanks to all the alumni feedback and photos provided by Meadow Brook Hall, she’s accurately portrayed – from her height, to her clothing, to her signature pearl necklace,” Brault said.
A life-sized bronze statue of Oakland University’s founder was recently unveiled on campus.
PHOTOS COURTESY OF OAKLAND UNIVERSITY
Laura Ray
Receptionist
Partnership will give more county students access to breakfast programs

OAKLAND COUNTY

ByMark Cavitt
mcavitt@digitalfirstmedia.com
@MarkCavitt on Twitter

The Oakland County Board of Commissioners is partnering with Oakland Schools and The United Way for Southeastern Michigan to expand school breakfast programs. The Oakland County School Breakfast Initiative seeks to improve individual student and overall school achievement across the county by expanding and starting new universal breakfast program models in schools. Nearly 70 school buildings, that have at least 40 percent of its student population eligible for free or reduced price meals, will be targeted.

Although some details of the partnership are yet to be finalized, the county board will pull $500,000 from this year’s fiscal year budget to help grow these programs.

Oakland County Commissioner Dave Woodward said Oakland Schools will also provide funding. Although The United Way won’t allocate funding, it will provide technical assistance and individualized implementation support to the 69 schools that are a part of the initiative.

A mobile breakfast cart sits in Hazel Park High School as part of The United Way for Southeastern Michigan’s “Better with Breakfast” program.

COURTESY OF THE UNITED WAY FOR SOUTHEASTERN MICHIGAN
The partnership is seeking to build upon The United Way’s “Better with Breakfast” program, which has been piloted in the Hazel Park School District with experience success since March 2017. It offers new breakfast program models and was created in partnership with No Kid Hungry.

“On “state test days” all over Michigan, kids are being fed breakfast because we know they perform better when their bellies are full,” said Woodward. “So, why not everyday? It’s a simple fact. Hungry kids don’t learn well.”

The targeted schools were identified using Michigan Department of Education data from the 2017 school year, which included meal count data for participation gaps and reimbursement analysis. Once implemented, this new initiative will allow, at least, 3,500 students more students to have access to free or reduced price breakfast daily, according to Woodward.

Sara Gold, director of health and basic needs for The United Way for Southeastern Michigan, said the partnership will help The United Way bring even more resources and expertise into schools across the county.

“We’ve had tremendous success partnering with individual schooldistricts, helping them maximize the number of students served by implementing alternative breakfast models like grab-and-go food carts,” said Gold.

Woodward said although expanding universal school breakfast programs into more schools countywide won’t be a “silver bullet” to address all the challenges that exist in the education system, it will improve health and academic achievement, increase revenue to provide better service, and make a community-wide economic impact.

The county will work with its partners to determine what each school building needs in terms of equipment, technical assistance and other support services. Woodward said it would cost around $5,000 per building for equipment, based on The United Way for Southeastern Michigan’s experience with past implementation in other county schools.

“The United Way for Southeastern Michigan will work with administration, teachers, students, and food service staff to develop best strategy for their individual buildings,” said Woodward.

The 69 school buildings targeted have been broken down into two groups: low participation community eligibility provision schools (13) and low participation schools (56).

In the community eligible schools, at least 80 percent of the students are eligible for free or reduced price meals. In the other group, 40 percent to 80 percent of the student population are eligible.

Woodward said there are three building implementation strategies being considered including:

• Breakfast in the classroom: A popular alternative at the elementary level whereby breakfast is served and consumed in the classroom setting
• Grab and Go carts: Offer breakfast at the school entry points for students to take directly to class, and can be used as an alternative to serving breakfast in the cafeteria • Second Chance Breakfast: Alternative for the middle school and high school level allowing students to have access to breakfast from multiple times from multiple service locations after the bell Details are still being finalized as to who would pay for what, but Woodward said he envisions the county board paying for the new equipment and covering most technical assistance costs. He said funding from Oakland Schools could be used to pay for any food costs.

“The county board of commissioners is expected to form a subcommittee to work out all the administrative details before initiative fully launches,” said Woodward.

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LIST OF SCHOOLS
Low participation community eligibility provision schools (At least 80 percent of the students are eligible for free or reduced price meals)

- Hazel Park Alternative High School
- Hazel Park Junior High School
- Hoover Elementary School
- Invest Roosevelt Alternative High School
- Webb Elementary School
- Oak Park Alternative Education Center
- Oak Park High School
- Oak Park Preparatory Academy
- Alcott School
- Herrington School
- Pontiac High School
- Pontiac Middle School
- Rogers School

Low participation schools (40 to 80 percent of the students are eligible for free or reduced price meals)

- Auburn Elementary School
- Avondale Academy
- Avondale Middle School
- R. Grant Graham Elem. School
- Harvey-Swanson Elementary School
- Oakwood Elementary School
- Botsford Elementary School
- Clarenceville High School
- Clarenceville Middle School
- Grandview Elementary School
- North Sashabaw Elementary School
- Clawson High School
- Clawson Middle School
- Gill Elementary School
- Hillside Elementary School
- J.A. Lanigan Elementary School
- Wood Creek Elementary School
- Ferndale High School
- Ferndale Upper Elementary Campus
- Tri County Educational Center
- University High School
- Holly Middle School
- Highland Elementary School
- Huron Valley Adult Education
- Oxbow Elementary School
- Learning Options High School
- Edmonson Elementary School
- Lamphere High School
- Lessenger Elementary School
- Page Middle School
- Simonds Elementary School
- Lakeville Elementary School
- Oxford Bridges High School
- McGregor Elementary School
- Alfred E. Upton Elementary School
• Oakland Elementary School
• Royal Oak Middle School
• Adlai Stevenson Elementary School
• Alice M. Birney K-8School
• Glenn W. Levey Middle School
• MacArthur K-8University Academy
• McIntyre Elementary School
• Morris Adler Elementary School
• Southfield High School for the Arts and Technology
• Southfield Regional Academic Campus
• Thompson K-8International Academy
• Vandenberg Elementary School
• Meadowbrook Elementary School
• Walled Lake Elementary School
• Wixom Elementary School
• Mason Middle School
• Pierce Middle School
• Waterford Kettering High School
• Waterford Mott High School
• Abbott Middle School
• Sheiko Elementary School
OAKLAND COUNTY
SAFER COMMUNITIES

FBI’s 2017 data shows fewer violent and property crimes across the county, but Pontiac still leads in many categories

By Aileen Wingblad awingblad@digitalfirstmedia.com@awingblad on Twitter

Pontiac has been rattled this year with homicides and drive-by shootings occurring at an alarming rate. So far in 2018, 11 of the 23 people who lost their lives at the hands of someone else somewhere in the county were killed in Pontiac. Also, more than a dozen drive-by shootings have been reported in 2018 in Pontiac alone. Alarming, but perhaps not surprising.

When it comes to major crimes reported, Pontiac typically leads the county in most categories, according to the Uniform Crime Reports compiled by the FBI and publicly released each fall. in every major category compared to the prior year.

How 2018 ends up is yet to be seen, but a look at the data now available from 2017 shows crime in the county down in every major category compared to 2016.

“Out of the eight categories listed by the FBI, we’ve decreased in every category except for arson, which went up by one,” said Nick Loussia, acting police chief in Southfield, noting property crime declined 5.83 percent from 2016 to 2017 and violent crime was down 28.84 percent in the same period.

“Those are significant decreases,” Loussia said.

In Troy, Police Chief Gary Mayer had a similar take on the city’s crime rate decrease in 2017. “We owe our continued low crime rate to the efforts of our community, along with the hard work of our police officers,” Mayer said. “Troy continues to be an extremely safe place to live, work or visit.” Compared to the year prior, Troy saw a 4.3 percent drop in major crimes, and an overall dip of 2.7 percent. Assaults were down 14.6 percent and robberies dropped 60 percent for the year.

Michael McCabe, Oakland County’s undersheriff, said that since patrols have transitioned from the Pontiac police department to the sheriff’s office 7 years ago, overall crime including violent crime has been reduced by over 30 percent. “That is due to the hard work of our deputies and a partnership with city leaders, the faith-based community and residents,” he said.

He added that Pontiac has made huge strides in this area noting that new businesses are locating to the city and that the population has increased.

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Violent crime
Last year, 1,900 incidents of violent crime — murder, rape, robbery, aggravated assault — were reported in Oakland County. That’s down 10.3 percent from the 2,119 incidents reported in 2016. The five communities with the most violent crime reported: • Pontiac (644)
  • Southfield (151)
  • Waterford (118)
  • Oak Park (101)
  • Farmington Hills (93) Of those incidents, 10 were murders — a 63 percent decrease over the 27 homicides in Oakland County reported to the FBI in 2016. Four of the murders were in Pontiac. Six other communities reported one homicide each: Brandon, Commerce, Springfield and Waterford townships, Farmington Hills and Southfield.
The number of reported rapes in 2017, 308, was 6.4 percent lower than the 2016 totals of 329. The five communities with the most reported rapes:
  • Pontiac (61)
  • Waterford (41)
  • Southfield (18)
  • Farmington Hills (15)
  • Oak Park (15) Robbery in Oakland County was down 21.9 percent from 2016 to 2017, with 274 incidents reported. The five communities with the most reported robberies:
  • Pontiac (97)
  • Southfield (37)
  • Oak Park (21)
  • Waterford (17)
  • Farmington Hills (16) Aggravated assault fell 7.4 percent from 2016 to 2017, with 1,308 reported incidents. Again, Pontiac led the county with 482 reported incidents, followed by Southfield (95), Oak Park (65), Farmington Hills (61) and Waterford (59).

Property crime
Reported incidents of property crime — burglary,larceny/theft, motor vehicle theft — in 2017 totaled 14,576, reflecting a 8.5 percent decrease over 2016’s cases. Southfield had the highest number, with 2,032 reported incidents. The other communities in the top five:
  • Pontiac (1,510)
  • Troy (1,275)
  • Farmington Hills (915)
  • Waterford (835) Larceny/theft was most commonly reported, with 11,114 incidents last year. The five communities with the most cases:
  • Southfield (1,454)
  • Troy (1,114)
  • Pontiac (820)
  • Farmington Hills (719)
  • Auburn Hills (585) Reported incidents of burglary, defined by the FBI as “unlawful entry of a structure to commit a felony or theft” — with or without the use of force to gain entry — totaled 2,224 in Oakland County last year. The five communities with the most incidents: • Pontiac (468)
  • Southfield (315)
  • Waterford (250)
  • Farmington Hills (119)
  • Troy (94) As for motor vehicle theft, in 2017 law enforcement in Oakland County handled 1,238 cases. The five communities with the most incidents:
  • Southfield (263)
  • Pontiac (222)
  • Farmington Hills (77)
• Oak Park (74)
• Hazel Park (60)

**Arson**
The UCR program also tracks incidents of arson. Cases were down 20.2 percent in 2017 compared to 2016, with 87 incidents in Oakland County. Of those 25 occurred in Pontiac, followed by Farmington Hills (8) Waterford and Southfield (7 each) and the rest scattered throughout the county.

An inmate sits in court. According to FBI data, crime is trending down across the county.

AILEEN WINGBLAD — DIGITAL FIRST MEDIA
UBURN HILLS

Volunteers needed for Nature Center event

By NatalieBroda

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Hawk Woods Nature Center is putting the call out for volunteers to help host the annual Fall Festival in the Woods.

The festival, taking place from 11 a.m. to 3 p.m. on Saturday, Oct. 13 at the nature center, draws over 1,000 people each year according to Mike Mansour, naturalist. The event features live music, horse-drawn hayrides, fall treats and nature activities.

Volunteers are needed to assist with learning stations, beginning at 10:15 a.m. that day.

The stations that still need volunteers are:

• Family tent camping
• Monarch and milkweeds
• Building small wooden models
• Japanese fish painting
• Making gallon guppy aquariums

For more information, contact Mansour atm mansour@auburnhills.org.

PHOTO COURTESY OF MIKE MANSOUR

This year’s Fall Festival in the Woods takes place on Saturday, Oct. 13, at Hawk Woods Nature Center in Auburn Hills.