APRIL, 2019

08  City Council Workshop, 5:30 p.m., Admin Conference Room  ❖ CANCELED
08  City Council, 7:00 p.m., Council Chamber  ◆
08  Library Board, 7:00 p.m., Auburn Hills Public Library  ❀
09  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room  ❖
10  Planning Commission, 7:00 p.m., Council Chamber  ◆
11  Zoning Board of Appeals, 7:00 p.m., Council Chamber  ◆  CANCELED
15  Downtown Development Authority, 5:30 p.m.
   University Center, 3350 Auburn Road, Main Floor Room 1
15  Downtown Development Authority and Tax Increment Finance Authority, 6:00 p.m.
   University Center, 3350 Auburn Road, Main Floor Room 1
16  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room  ❖
   CANCELED
17  Beautification Advisory Commission, 6:00 p.m., Council Conference Room  ◆
22  City Council, 7:00 p.m., Council Chamber  ◆

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
▲ Public Safety Building – 1899 N. Squirrel Road
❖ Community Center – 1827 N. Squirrel Road
● Department of Public Works (DPW) – 1500 Brown Road
❖ Fieldstone Golf Course - 1984 Taylor Road
❖ Library - 3400 Seyburn Drive
❖ Downtown Chamber Offices – 3395 Auburn Road, Suite A
❖ University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
MAY, 2019

06  City Council Workshop, 5:30 p.m., Admin Conference Room ❖
06  City Council, 7:00 p.m., Council Chamber ◆
08  Planning Commission, 7:00 p.m., Council Chamber ◆
09  Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆
13  Library Board, 7:00 p.m., Auburn Hills Public Library ☻
14  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
15  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
20  City Council, 7:00 p.m., Council Chamber ◆
21  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
28  Public Safety Advisory Committee, 6:00 p.m., Public Safety Building ▲

❖ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
◆ Administrative Conference Room – 1827 N. Squirrel Road
▲ Public Safety Building – 1899 N. Squirrel Road
❖ Community Center – 1827 N. Squirrel Road
● Department of Public Works (DPW) – 1500 Brown Road
❖ Fieldstone Golf Course - 1984 Taylor Road
Library - 3400 Seyburn Drive
❖ Downtown Chamber Offices – 3395 Auburn Road, Suite A
❖ University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. City Council Minutes, March 25, 2019
5. APPOINTMENTS AND PRESENTATIONS
   5a. Proclamation recognizing April as Child Abuse Prevention & Awareness Month
   5b. Proclamation recognizing the 50th Anniversary of Oakland Christian Schools
   5c. Motion – To appointment Alice Lowran to the Beautification Advisory Committee.
   5d. Continental Automotive update on intelligent intersections in the downtown
6. PUBLIC COMMENT
7. CONSENT AGENDA
   7a. Board and Commission Minutes
      7a1. Brownfield Redevelopment Authority, March 19, 2019
   7b. Motion - To approve the purchase of a Rotary 10210Q Heavy Duty In-ground Truck Lift
   7c. Motion – To recommend that the banquet facility permit for the HUB Stadium be considered for approval by the MLCC.
   7d. Motion – To authorize the City Manager to request reimbursement of eligible mosquito control activity under Oakland County’s West Nile Virus Fund Program.
8. OLD BUSINESS
9. NEW BUSINESS
   9a. Motion – To approve the request from Chateau Aeronautique Winery, LLC (d/b/a Blue Skies Brewery) for a new Small Wine Maker and Micro Brewer License, and New On-Premises Tasting Room Permit.
   9b. Public Hearing/Motion - To approve a new IFEC for FANUC America Corporation.
   9d. Motion - To authorize the City Manager to order and purchase road salt for the 2019-2020 season.
   9e. Motion – To authorize the City Manager to execute an agreement with Oakland University and Oakland Athletics for signage in the O’Rena.
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY REPORT
12. CITY MANAGER 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 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, Deputy Clerk Klassen, Fire Chief Taylor, Police Chief Baker, DPW Director Melchert, Mgr of Public Utilities Michling, Director of Community Development Cohen, City Engineer Juidici

15 Guests

4. APPROVAL OF MINUTES
4a. City Council Minutes, March 11, 2019

Moved by Burmeister, Seconded by Verbeke

RESOLVED: To approve the City Council Minutes of March 11, 2019.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke

No: None

Resolution No. 19.03.32 Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS
5a. Recognition of Police Department Promotions

Chief Baker presented 3 officers that received promotions. Officer Brandon Hollenbeck was promoted to Lieutenant. Officer Scott McGraw was promoted to Lieutenant and Officer Jayson VanLandeghem was promoted to Sergeant.

5b. Presentation of Hawkwoods honey, by Mike Mansour, Naturalist

Mr. Mike Mansour presented jars of honey to Council and reported that the 2 honeybee hives that were started initially through the Eagle Scout program have produced 70 gallons of honey from the two hives.

6. PUBLIC COMMENT

State Representative Brenda Carter introduced herself and shared what an honor it is to represent the City of Auburn Hills. She will be holding a meet and greet at Dimitri’s located at 3315 Auburn Rd, on Friday April 5, 2019 from 5:00PM – 7:00PM.
7. CONSENT AGENDA
7a. Board and Commission Minutes
   7a1. Tax Increment Finance Authority, March 12, 2019
   7a2. Planning Commission/Recreation Commission, March 13, 2019
RESOLVED: To receive and file the Board and Commission Minutes
7b. Motion - To approve the 2019 Summer Maintenance Agreement with the Road Commission for Oakland County.
RESOLVED: To authorize the City Manager, as Street Administrator, to accept on behalf of the City of Auburn Hills, the 2019 RCOC Summer Maintenance Agreement to provide street sweeping services on Walton Boulevard, Baldwin Road, Joslyn Road, and parts of Brown Road for an annual compensation of $6,737.85 payable by RCOC to the City of Auburn Hills.

Moved by Moniz, Seconded by Burmeister
RESOLVED: To approve the Consent Agenda
VOTE: Yes:  Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 19.03.33  Motion Carried (7 - 0)

8. OLD BUSINESS
9. NEW BUSINESS
9a. Public Hearing/Motion – To approve the remaining 2019 Liquor License Renewals.
Ms. Klassen recommended cancellation of the Public Hearing for two establishments that had outstanding taxes and are now in compliance with the ordinance.

Moved by Hammond, Seconded by Knight
RESOLVED: To cancel the Public Hearing and to recommend approval of the annual liquor licenses of Romano’s Macaroni Grill and Dimitri’s Opa Restaurant.
VOTE: Yes:  Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 19.03.34  Motion Carried (7 - 0)

9b. Public Hearing/Motion – To approve the Wastewater and Sewer Disposal Ordinance Amendment. (second reading)
Mr. Michling presented the need to amend the current ordinance due to required updates that were set with the Great Lakes Water Authority.

Mayor McDaniel opened the Public Hearing at 7:27PM. Hearing no comment, he closed the Public Hearing at 7:27PM.

Moved by Verbeke, Seconded by Knight
RESOLVED: To accept the second reading and adoption of the ordinance amending Auburn Hill’s City Code to adopt The Industrial Pretreatment Program Regulations For Discharges to the Clinton River Water Resource Recovery Facility, including Appendix A. (Appendix A)
VOTE: Yes:  Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 19.03.35  Motion Carried (7 - 0)
9c. Motion – To approve the Water & Sewer Capital Connection Charge Reduction / Michigan Hybrid Athletics.

Mr. Grice presented the plans to convert the old warehouse building into an athletic facility. It was explained that the owners of the facility were prepared for the build out of the project but did not take into account the water & sewer capital connection fees associated with the change in use. It was also explained that this project will attract more customers to the downtown area. It was discussed that parking will not be an issue due to the time frame the visitors of the establishment will be using the facilities.

Ms. Hammond was pleased to see the use of the warehouse but was concerned with the reduction of the fees. She stated that she has not been able to support the reduction of fees in the past.

Moved by Moniz, Seconded by Verbeke
RESOLVED: To approve a 50% reduction of the water and sewer capital connection charges for Michigan Hybrid Athletics at 44 S. Squirrel Road. Payment of the reduced charge of $12,375 shall be required at the time the Building Permit is issued.

VOTE: Yes: Burmeister, Kittle, Knight, McDaniel, Moniz, Verbeke
No: Hammond
Resolution No. 19.03.36

Motion Carried (6 - 1)

9d. Motion – To approve the Special Land Use Permit, Site Plan, and Tree Removal Permit / Visioneering, Inc. – Building Addition.

Mr. Cohen stated that the request is for an addition and parking lot expansion at the current facility at 2055 Taylor Road. Construction is planned to begin the summer of 2019 with completion to take place in 2020.

Mr. Don Webb of Cunningham Limp, 4377 Cabot Dr. Novi, MI and Mr. Jim Butler of PEA 2430 Rochester Court, Troy MI were present.

Ms. Verbeke sought clarification that there would be no outside storage with this project. Mr. Knight also sought clarification on screening. Mr. Webb and Mr. Butler confirmed that those concerns will not issues.

Moved by Hammond, Seconded by Moniz
RESOLVED: To accept the Planning Commission’s recommendation and approve the Special Land Use Permit, Site Plan and Tree Removal Permit for Visioneering, Inc. subject to the conditions of the City’s Administrative Review Team.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Moniz, Verbeke
No: None
Resolution No. 19.03.37

Motion Carried (7 - 0)

9e. (PART ONE) Motion – To approve the rezoning of 2215 Walton Boulevard from B-2, General Business to I-1 Light Industrial District / Northern Sign Company, Inc.

(PART TWO) Motion – To approve the Site Plan to construct a parking lot addition / Northern Sign Company, Inc.

Mr. Cohen explained the two parts for this item which include a rezoning and a site plan for a parking lot addition. Completion of the project is expected by May of 2019.

Moved by Verbeke, Seconded by Moniz
RESOLVED: (PART ONE) To accept the Planning Commission’s recommendation and approve the rezoning of 2215 Walton Boulevard (14-11-353-040) from B-2, General
Business District to I-1, Light Industrial District. The rezoning shall be referenced as Ordinance No. 19-909. (Appendix B)

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

Resolution No. 19.03.38

Moved by Verbeke, Seconded by Knight

RESOLVED: (PART TWO) To accept the Planning Commission’s recommendation and approve Site Plan for Northern Sign Company subject to the conditions of the City’s Administrative Review Team.

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

Resolution No. 19.03.39

Motion Carried (7 - 0)

9f. Motion - To approve The Kelly Firm as Labor Counsel for the City of Auburn Hills.

Mr. Grice explained the process that took place in selecting the Labor Legal Service for the City.
Mr. Dan Kelly was present and introduced himself to the Council.

Moved by Knight, Seconded by Moniz

RESOLVED: To approve The Kelly Firm to provide labor counsel services for the City of Auburn Hills effective May 1, 2019 at the hourly rate of $135.00.

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

Resolution No. 19.03.40

Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Kittle – Shared that Fieldstone is officially open but still a bit dependent on weather.
Ms. Verbeke – Shared that May 1st is the Steak and Burger fundraiser for the Boys and Girls Club.
Mr. Moniz – Attended the Planet Fitness groundbreaking. He shared that Mr. Tanghe discussed security with the Great Lakes Crossings security.
Ms. Hammond – Discussed follow up from the last meeting regarding the stripping of the roads in the downtown area. Mr. Melchert explained that the stripping was done to have something on the roads before the snow fell. Once the weather clears, it will be fixed permanently. It was also discussed that there will be handicapped parking in front of the MIL.
Mr. Knight – Stated that he hopes the City will never use concrete for the roads again. He does not feel that the roads have not held up well. He shared that the youth assistance event was a success with 135 students in attendance from the area schools.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

Mr. Tanghe – Clarified that the handicapped parking in front of the MIL will be either 1 or 2 spaces.
Mayor McDaniel asked that a pdf will be sent to Council showing the exact parking in that area.

13. ADJOURNMENT

Hearing no objections, the Mayor adjourned the meeting at 7:58 PM.

________________________________________  ______________________________________
Kevin R. McDaniel, Mayor                      Kristine M. Klassen, Deputy Clerk
APPENDIX A

CITY OF AUBURN HILLS

ORDINANCE NO. 19-998

ORDINANCE AMENDING AUBURN HILLS CITY CODE TO ADOPT INDUSTRIAL PRETREATMENT PROGRAM REGULATIONS FOR DISCHARGES TO THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

An Ordinance to amend the City of Auburn Hills City Code, Chapter 74 ("Utilities"), Article II ("Sewage and Wastewater Disposal Systems"), Division 1 ("Wastewater and Sewage Disposal") to add a new Subdivision 5 ("Industrial Pretreatment Program Regulations for Discharges to the Clinton River Water Resource Recovery Facility"), and new Sections 74-86 ("Adoption of Regulations") and 74-87 ("Delegation of Authority"), to enact Industrial Pretreatment Program Regulations applicable to discharges of wastewater and pollutants to the Clinton River Water Resource Recovery Facility, including discharge limits and prohibitions; user pollution controls; user permit requirements; sampling, monitoring and reporting requirements; and to provide for enforcement, penalties, and other sanctions and relief for violations, and to authorize the Oakland County Water Resource Commissioner to enforce the Industrial Pretreatment Program Regulations within the City.

THE CITY OF AUBURN HILLS ORDAINS:

Section 1.

Chapter 74 ("Utilities") of the Auburn Hills City Code, as amended, is hereby amended to add to Article II ("Sewage and Wastewater Disposal Systems"), Division 1 ("Wastewater and Sewage Disposal") a new Subdivision 5 ("Industrial Pretreatment Program Regulations for Discharges to the Clinton River Water Resource Recovery Facility"), to read as follows:

Subdivision 5. Industrial Pretreatment Program Regulations for Discharges to the Clinton River Water Resource Recovery Facility.

Sec. 74-86. Adoption of Regulations.

The City of Auburn Hills hereby adopts the attached "Industrial Pretreatment Program Regulations for Discharges to The Clinton River Water Resource Recovery Facility" as Appendix A of Chapter 74, Article II, Division 1, of this Code.

Sec. 74-87. Delegation of Authority.

The Oakland County Water Resources Commissioner, or the “WRC,” is authorized to administer and enforce the provisions of Appendix A of Chapter 74, Article II, Division 1, of this Code, on behalf of the City. The City has executed and hereby ratifies the Clinton River Water Resource Recovery Facility Interjurisdictional Agreement, its delegation agreement with the WRC, which sets forth the terms and conditions of such delegated authority, consistent with these sections, and
shall allow the WRC to perform the specific responsibilities of control authority pursuant to state and federal law.

Section 2. Repealer

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3. Severability

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 4. Savings

The proceedings pending and all rights and the liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they are commenced.

Section 5. Effective Date

The provisions of this Ordinance are hereby ordered to take effect upon publication in the manner prescribed by the Charter of the City of Auburn Hills.

Section 6. Adoption

This Ordinance is hereby declared to have been adopted by the City Council of the City of Auburn Hills at a meeting thereof duly called and held on the ______ day of _____________, 2019, and ordered to be given publication in a manner prescribed by the Charter of the City of Auburn Hills.

AYES: 
NAYS: 
ABSENT: 
ABSTENTIONS:

STATE OF MICHIGAN )
) ss.
COUNTY OF OAKLAND )

I, the undersigned, the duly qualified Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. ______ adopted by the Auburn Hills City Council on _____________, 2019, the original of which is on file in the Office of the City Clerk.
APPENDIX B

CITY OF AUBURN HILLS
COUNTY OF OAKLAND
STATE OF MICHIGAN
ORDINANCE NO. 19-909

AN ORDINANCE TO AMEND ZONING ORDINANCE NO. 372

THE CITY OF AUBURN HILLS ORDAINS:
That Ordinance No. 372, being the City of Auburn Hills Zoning Ordinance, be amended as follows:
The City of Auburn Hills Ordinance No. 372, designated "City of Auburn Hills Zoning Ordinance", adopted December 16, 1985, and effective December 19, 1985, and the zoning district map attached thereto and made part thereof, are hereby amended by rezoning the following described property in the City of Auburn Hills, Oakland County, Michigan, from B-2, General Business District to I-1, Light Industrial District, as requested by the Northern Sign Company:

2215 East Walton Boulevard
Sidwell No. 14-11-353-040
Auburn Hills, Michigan 48326

Location Map
SECTION II
The penalty for violation of this Ordinance shall be same as those penalties set forth in Article XX of the City of Auburn Hills Zoning Ordinance No. 372.

SECTION III
This Ordinance shall be published in a newspaper circulated within the City of Auburn Hills within fifteen (15) days following the adoption thereof. This Ordinance shall become effective immediately upon publication. All Ordinances in conflict herewith are hereby repealed.

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)
I, the undersigned, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 19-909 adopted at a regular meeting of the City Council held on the____ day of_______, 2019.

____________________________________ ________________________ ________
Kevin R. McDaniel, Mayor Laura Pierce, City Clerk
WHEREAS, abuse and neglect are suffered by children in our communities, regardless of age, race, gender, or economic situation;

WHEREAS, one in 10 children will be sexually abused before the age of 18;

WHEREAS, this reported maltreatment is only a portion of the overall problem threatening our children, for so many cases go unreported, and today's technology has brought with it a new and dangerous form of child endangerment - the online predator;

WHEREAS, the devastating consequences of physical and emotional abuse of our children affects the community as a whole and finding solutions needs to be attended to by the community as a whole;

WHEREAS, CARE House of Oakland County works to break the cycle of child abuse and neglect; provides a protective circle of light and hope for a better life; advocates for the safety and protection of children; and partners with community organizations and agencies to offer programs and services aimed at preventing child abuse.

NOW, THEREFORE, BE IT RESOLVED, that I, Kevin McDaniel, Mayor of the City of Auburn Hills, County of Oakland, State of Michigan, do hereby proclaim April, 2019 as Child Abuse Prevention and Awareness Month in the City of Auburn Hills, and call on all citizens, community agencies, organizations, and businesses to increase their participation in efforts to prevent the abuse of our children, thereby strengthening and protecting the community in which we live.

Hereby presented on this 8th day of April, 2019, on behalf of the Auburn Hills City Council.

____________________________________
Kevin R. McDaniel, Mayor
WHEREAS, Oakland Christian School is a highly respected college preparatory school that provides preschool through 12th grade education in a Christ-centered environment; and

WHEREAS, in the fall of 1968, 51 students in grades 7-12 began classes in the basement of Oakland Avenue Presbyterian Church; and

WHEREAS, the first five students graduated in 1969 and as enrollment rose, the school began the start of the 1969-70 school year at St. Luke's United Methodist Church; and

WHEREAS, in September 1976, prayers were answered when 50 acres of land were donated for a new facility on Shimmons Road in Auburn Hills; and

WHEREAS, on October 15, 1977, 383 students and faculty finally began classes in the new spacious school; and

WHEREAS, it is the mission of Oakland Christian School to engage students in a rigorous and relevant education that builds Christ-centered relationships and prepares students to fulfill their unique God-given purpose in our shared world; and

WHEREAS, Oakland Christian seeks to meet every child where they are, and help them discover their God-given gifts and develop them to engage people and culture wherever they go after graduation—at school, at work, in their community and with their own families; and

WHEREAS, students, faculty and staff participate in community programs that assist those in need and demonstrate Christian service by caring genuinely for the needs of others; and

WHEREAS, it is the “OCS” experience that delivers quality academics and a comprehensive range of extracurricular activities, while fostering Christ-centered relationships across their Oakland Christian School family; and

WHEREAS, Oakland Christian School is accredited through AdvanceED and Christian Schools International (CSI).

NOW, THEREFORE, it is with the highest regard, that the City of Auburn Hills, through its Mayor and City Council, hereby recognizes the dedicated service and the commitment of the School Board, Faculty and staff of Oakland Christian School and wishes them continued success on their 50th Anniversary.

Hereby presented on this 8th day of April 2019, on behalf of the Auburn Hills City Council.

Kevin R. McDaniel, Mayor
To: City Council  
From: Kevin R. McDaniel, Mayor; Elizabeth Brennan, Community Development Administrative Assistant  
Submitted: April 4, 2019  
Subject: Motion – Confirming Appointment of Alice Lowran to the Beautification Advisory Commission.

**INTRODUCTION AND HISTORY**

Please consider confirming the following appointment to complete a three-year term.

<table>
<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice Lowran</td>
<td>Beautification Advisory Commission</td>
<td>December 31, 2021</td>
</tr>
</tbody>
</table>

**MOTION**

Move to confirm the appointment of Alice Lowran to the Beautification Advisory Commission to complete a three-year term ending December 31, 2021.
APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS

NAME: Lawran Alice

(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 3225 Paramount Lane A.H. 48326 248-276-0210

(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: islal@comcast.net

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 16 yrs ARE YOU A U.S. CITIZEN: Yes

DO YOU WORK IN AUBURN HILLS? No LENGTH OF TIME EMPLOYED IN AUBURN HILLS: —

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

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

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: B A C

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

Attached

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

Attached

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: Alice Lawran Date: 3-25-19
What specialties/experiences do you bring to this board/commission?

Many years as an active gardener. 
A belief that a community cannot flourish without the involvement of its members. 
While employed at General Motors, was in administration and organized and coordinated non-technical programs and events, including supervision of company vehicles.

List any civic/community activities that you are involved in:

- Project Linus - a national organization that makes and distributes blankets for children (and sometimes their families) who are in hospitals, shelters, etc. I inspect and repair donated blankets to be sure they meet the organizations standards.
- Active member of St. John Fisher University Chapel - Co-chair of transportation when SOS guests are housed here in July; member of the funeral support ministry; head of the gardens ministry; Eucharistic minister; collection counter; Hope Warming Center volunteer.
CALL TO ORDER: Chairman Capen called the meeting to order at 6:05 p.m.

ROLL CALL:  Present: Douglas, Hawley, Knight, Capen  
Absent: Slocum  
Also Present: Brandon Skopek, Director of Authorities; Mary Hoeh, AKT Peerless  
Guests: None

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

PERSONS WISHING TO BE HEARD

None.

CORRESPONDENCE & PRESENTATIONS

None.

APPROVAL OF MINUTES

Item 4a. Brownfield Redevelopment Authority Regular Meeting Minutes – February 19, 2019

Moved by Ms. Hawley to approve the February 19, 2019 minutes as presented.
Supported by Mr. Douglas

Yes: Douglas, Hawley, Knight  
No: None  
Abstain: Capen

Motion carried

FINANCIAL REPORT

Item 4a. FY 2019 Adopted Budget and YTD Summary – February 28, 2019

Mr. Skopek presented the Financial Report for period ending February 28, 2019. He stated that the Brownfield Redevelopment Authority has $208,056 cash on hand and another $4.35 million invested. The AHBRA has received $45,863 in tax increment revenue specific to Dutton and $159 has been collected specific to Foremost Development. 32% of budgeted tax increment revenue has been collected to date, which is a 10% increase from the last reporting period. 5% of budgeted expenditures have been utilized to date.

Vice Chairwoman Hawley asked if staff had researched whether the Dutton brownfield plan could be terminated.

Mr. Skopek stated that he and the City Attorney have concluded that the plan cannot be terminated until the developer is reimbursed for the eligible brownfield activities. Mr. Skopek is researching the amount of funds paid out to date.
Mr. Knight asked for clarification on the total net position of the AHBRA and why it reflects a negative position.

Mr. Skopek stated that this line item reflects cash on hand minus liabilities. Investments are restricted funds and are not included in the net position calculation. Mr. Skopek stated that should the Board wish to pursue a larger project, funds would be pulled from investments.

Chairman Capen stated that statement of net position reflects governmental accounting standards. The supplemental financial reports were created by staff to assist the Board in understanding the entire financial position.

Mr. Douglas asked if there were any upcoming projects the Board is participating in.

Chairman Capen stated that the Galloway Creek study was delayed due to weather, but should be picking back up once the weather breaks.

Mr. Skopek stated that Speedway is working on an application seeking brownfield assistance for their proposed development on Joslyn Road.

Moved by Mr. Knight to receive and file the Brownfield Redevelopment Authority financial report for period ending February 28, 2019.

Supported by Ms. Hawley.

Yes: Douglas, Hawley, Knight, Capen
No: None

Motion carried

OLD BUSINESS

None.

NEW BUSINESS

Item 7a. Election of Officers

Mr. Skopek called for nominations for 2019 Chairperson for the Auburn Hills Brownfield Redevelopment Authority Board of Directors. Mr. Capen was nominated by Ms. Hawley and supported by Mr. Douglas.

There were no further nominations.

Yes: Douglas, Hawley, Knight, Capen
No: None

Motion carried

Mr. Skopek called for nominations for 2019 Vice Chairperson for the Auburn Hills Brownfield Redevelopment Authority Board of Directors. Ms. Hawley was nominated by Mr. Douglas and supported by Mr. Capen.

There were no further nominations.

Yes: Douglas, Hawley, Knight, Capen
No: None

Motion carried

Item 7b. 3180 Auburn Road – Delineation Activities Proposal – AKT Peerless

Mr. Skopek presented a memo dated March 4, 2019 regarding a proposal from AKT Peerless to conduct delineation activities at 3180 Auburn Road. Delineation activities are warranted to determine whether the groundwater impact identified during the Phase II
Environmental Site Assessment extends to the Clinton River. The results of the delineation activities will be included in the Phase II report.

Ms. Hoeh stated that subcontractors will advance up to five borings to a maximum depth of 20 feet below ground surface and temporary monitoring wells will be installed. Groundwater samples will be collected and will be submitted to an independent laboratory for analysis of polynuclear aromatic hydrocarbons (PNAs).

Mr. Knight asked if there was concern over underground storage tanks.

Ms. Hoeh stated that no underground storage tanks were identified on the property.

Chairman Capen asked if the Board needed to approve a not-to-exceed amount in the event there are unanticipated costs.

Ms. Hoeh stated that the proposal covers the cost of the complete scope of work. If additional testing is necessary, AKT Peerless will prepare a separate proposal.

Mr. Douglas asked if this proposal includes continuous monitoring of groundwater.

Ms. Hoeh stated that this proposal only includes sampling as part of the Phase II Environmental Site Assessment.

Moved by Mr. Douglas to authorize the Executive Director to execute the proposal from AKT Peerless to perform delineation activities at 3180 Auburn Road to be included in the Phase II Environmental Site Assessment Report. Supported by Mr. Knight.

Yes: Douglas, Hawley, Knight, Capen

No: None

Motion carried

Item 7c. 3505 & 3507 Auburn Road – Soil Removal and Verification Sampling Proposal – AKT Peerless

Mr. Skopek presented a memo dated March 4, 2019. He reviewed that in summer of 2018, it was discovered that soils were stockpiled on the southern portion of 3507 Auburn Road. The stockpiles were removed from the site as recommended by AKT Peerless and additional verification sampling to evaluate potential impact to the remaining subsurface was conducted. AKT Peerless identified metals impact above the MDEQ Residential Direct Contact Criteria. AKT Peerless proposes to coordinate a subcontractor to remove up to 20 tons of soil and collect five soil verification samples for analysis of arsenic. The excavation will be backfilled with clean Class II sand and compacted to match the existing grade. The proposed soil removal and verification sampling is anticipated to be the final remediation activity for the site on behalf of the AHBRA.

Chairman Capen asked if there was a responsible party identified for the placement of the stockpiles on the property.

Mr. Skopek stated that there has been no responsible party identified.

Moved by Ms. Hawley to authorize the Executive Director to execute the work order from AKT Peerless to conduct coordination, oversight, and additional soil verification sampling for the removal of soil identified to be impacted by metals at 3505 and 3507 Auburn Road. Supported by Mr. Douglas.

Yes: Douglas, Hawley, Knight, Capen

No: None

Motion carried
BOARD MEMBER COMMENTS

Mr. Knight asked if staff had any updates on the Residences at Thirty-Two Fifty located at 3250 Auburn Road.

Mr. Skopek stated that the developer anticipates closing on the construction loan in the next three weeks and then begin underground utility work shortly after.

Mr. Knight stated that Designhaus will begin on their project soon.

Mr. Skopek added that Designhaus is currently working on an agreement with the Tax Increment Finance Authority to utilize their property located at 27 S. Squirrel Road for a construction staging area. Designhaus anticipates breaking ground in the next couple weeks.

Mr. Knight stated work will begin soon on the underground utility replacement on S. Squirrel Road.

Ms. Hoeh asked if Speedway had submitted an application for brownfield assistance.

Mr. Skopek stated that the application has some deficiencies and staff is awaiting a response from Speedway.

DIRECTOR UPDATES

None.

ADJOURNMENT

Moved by Mr. Douglas to adjourn the Brownfield Redevelopment Authority Board of Directors meeting.
Supported by Ms. Hawley.

Yes: Douglas, Hawley, Knight, Capen
No: None

The meeting adjourned at 6:54 PM

Motion carried

Respectfully submitted:
Brandon Skopek
Executive Director
INTRODUCTION AND HISTORY

The Public Works Fleet Division utilizes five vehicle lifts to perform the various maintenance and repairs on our current fleet. Of the five hoists, we have three above ground lifts used for patrol cars and light duty trucks, one drive-on lift to service specialty vehicles like ambulances, and one in-ground heavy truck lift.

The heavy truck lift, purchased in the 1990’s and capable of lifting 50,000 pounds, needs to be replaced due to age and the resulting concerns for safety. For example, recently one of the components failed causing the lift hydraulics to lose pressure. The failure was due to aging and deteriorating metal. Fortunately two safety latches prevented a major accident. Likewise, the current design causes corrosion and sludge to build up around the safety latches causing constant attention to avoid seizing in the non-working position.

Another major point of concern is operating the lift itself. The operator controls are located on the floor (exhibit 1) and to raise the vehicle the operator must control each lift cylinder i.e. front and rear lifting cylinders independently. This can be seen in exhibit 2. The lift operator must keep a close eye on the truck to verify it is raising up evenly. This task is dangerous and difficult to accomplish from the kneeling position.

The proposed replacement lift, a Rotary 10210Q, will be equipped with an equalizing power unit, meaning the front and rear cylinders will raise together. This function prevents the truck from going up (or down) on an angle stopping the vehicle from sliding forward or back. Also, the higher lifting capacity of 75,000 pounds will allow us to lift our tandem axle dump trucks fully loaded with salt. The major advantage of the increased lifting capacity is reduced time spent by the driver having to dump excess salt from the bed allowing a faster return to winter operations.

As it relates to the sourcing of this unit, and given the specificity, pricing was obtained through a competitive bid process by a national purchasing consortium, Sourcewell, contract # 061015-RRL, to which the City is a member. The new lift will cost $104,107.04 and includes removal of concrete floor, earthwork and existing piston style lifts, as well as demolition of mechanical and electrical components. The hoist pit will be extended 12 inches to 24 inches to accommodate equipment with a long wheel base. The new hoist will be a complete turnkey installation, to include new mechanical, electrical, plumbing, power unit and control panel components. Disposal of all existing materials and potential contaminated soils is provided. Installation is anticipated to be complete by December of 2019. Note that the delay is due to the specificity.

The proposed lift, if approved, will be purchased from the only dealer in the area that is certified to install this unit, Allied, Inc., 240 Metty Drive, Ann Arbor, MI 48106. Due to territorial contracts no other authorized Rotary lift installer can bid on a job inside another distributor’s area.
STAFF RECOMMENDATION
Staff recommends purchase of a Rotary 10210Q heavy duty in-ground truck lift which will provide the Fleet Division of DPW with 25 plus years of service.

MOTION
Move to approve the purchase of a Rotary 10210Q Heavy Duty In-ground Truck Lift, to be supplied and installed by Allied, Inc., 240 Metty Drive, Ann Arbor, MI 48106 in the amount of $104,107.04. Funding for the purchase is available via account number 661-442-970.000.

I CONCUR:  

THOMAS A. TANGHE, CITY MANAGER

Attachments
Exhibit 1-Floor Controls
Exhibit 2-Non Equalized Lift Cylinders
Exhibit 3-Stand up Pedestal
Exhibit 4-Product Manual
Control Console

The upright control console eliminates the need to bend down to run the lift. It offers a bright, clear LCD display and easily visible operational information, instructions and lift status.

Joystick Controls

Operates the system with fully proportional speed control by moving one jack at a time or all of the jacks simultaneously.

Optional Pendant Controls

Allows for remote operation away from the lift console.
For more information and a complete guide to our product offering, visit us on the web at rotarylift.com or contact your local distributor today.

Rotary World Headquarters
2700 Lanier Drive
Madison, IN 47250, USA
www.rotarylift.com

North America Contact Information
Sales: p 800.640.5438
e 800.576.5438
teuserlink@rotarylift.com
Tech. Support: p 800.445.5438
e techlink@rotarylift.com

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European Headquarters/Germany: +49.771.9233.0
United Kingdom: +44.178.747.7711
Australia: +61.3.9525.1000
Latin America/Caribbean: 1.912.373.1622
Middle East/Northern Africa: +49.771.9233.0
Southern Africa: 1.912.273.1622
Brazil: +55.11.4324.1666

The ROTARY LIFT Promise

1. We have the products you need – where you need them. Promise.

Vehicle Service Group’s three global ISO9001 manufacturing facilities insure that no matter where you are, quality lifts, parts, and service are not far away. With close to a million square feet of manufacturing space, customer product demands can be met worldwide. Additionally, because we own the factories, design, production and quality are all controlled by our strict standards, giving you the outstanding products you need and deserve.

2. We design and test our products to perform when you need them - without letting you down. Promise.

Because you demand performance, every Rotary lift is designed and tested to withstand 20,000 cycles with the rated capacity load. That’s over 15 years of service in the average shop. Our arms are subjected to a 150% load test to demonstrate our commitment to quality and safety where it counts. Don’t believe it? Just look for the Gold Label to see that 95% of our lifts are third party tested and verified by ETL.

3. We provide the highest quality available on the market today. Promise.

Our ISO9001 facilities maintain world-class quality control in every step of design, purchased components, manufacturing and service and repair. Each of our products is designed to double the applicable industry standards. Your lift is the lifeline to your shop’s productivity. Do you really want to take chances with poor quality?

4. We put our experience to work for you, so you can do what you do best. Promise.

Rotary Lift’s parent company, VSG, has over 1300 employees worldwide and is part of the Dover Corporation – a Fortune 500 company. In 1925, the first automotive hydraulic lift was built by us and we’ve never stopped offering innovative products to our customers. Our 85 years of experience helps us to offer over 300 different lift models and 10,000 stocked part numbers for lifts with capacity ranges of 3000 – 130,000 lbs. We offer more environmentally friendly lifts than any other company. We led the way with the introduction of the industry’s first self-contained inground lift, the SmartLift®, in 1995. Since then we’ve sold over 50,000 units to dealers and independent repair shop owners who understand the importance of boosting productivity while protecting the Environment we all share.

Over the last ten years, our customer satisfaction levels have exceeded 96%! Work with us and you’ll be satisfied as well. We promise.
A NEW GENERATION OF INGROUND LIFTS

INGROUND VEHICLE LIFTS

Rotary invented the inground lift more than 85 years ago and we’ve been reinventing and improving our lifts ever since.

Concern for the environment, functionality, space consideration and improved productivity are key components to consider when investing in a new heavy-duty lift.

Our designers and engineers have taken all these considerations and used them to develop the most innovative and versatile heavy-duty lift products on the market today.

All from a partner you’ve trusted since 1925. Rotary Lift.

Fast and Easy

Productivity is the key for any shop, so our lifts are packed with features that help your technicians get vehicles up on the lift and back on the road faster and easier than anyone else.

- Rotary’s patented Universal Saddle System has a greater adjustment range and is compatible with a wide range of adapters - spot hard to reach vehicles faster!
- The MOD30 and EFX’s standing control console keeps lift operators off of the floor and upright to monitor the lift’s rise and descent.
- Recessed designs allow for an unobstructed floor when entering and exiting the bay saving valuable time.

Environmentally Friendly

Today’s inground lifts take protecting the environment to a new level.

- MOD30 - encapsulated in a 6” deep steel enclosure sealed with EnviroGuard™.
- EFX - an energy efficient system with the lowest oil volume in the industry.
- Traditional inground lifts - EnviroGuard™ coated jacks are standard protecting lift components and the environment.
- All lifts are bio fluid compatible.

Superior by Design

- Rotary maintains the largest in-house mechanical, electrical and controls engineering staff in the industry using state of the art design, modeling and analysis software to ensure you get a well designed, reliable product
- Rotary rigorously cycle tests its lifts and components for at least 10,000 cycles at rated load, giving you a robust, proven and quality tested lift that won’t let you down
- The modular, encapsulated shallow pit design reduces installation costs and means easier, less costly maintenance over the life of the lift
- Numerous pit, control and adapter options allow you to customize your lift to meet your shop’s needs

Third Party Certified

The MOD30 and EFX lifts meet the ANSI/ALI ALC7 2011 standard, including the required third party validation.

Your assurance of certification is the gold ALI/ETL certified label.

THE ROTARY LIFT PROMISE

Only Rotary offers the right combination of experience, quality product selection and service you’ve come to expect from the world leader. - See the complete Rotary Lift Promise on the back page of this brochure.

Maximizing Service Space for Greater Efficiency and Productivity: That’s assistPRO.

An accurate layout is critical to maximizing your shop’s space. Each year Rotary Lift assists hundreds of customers with planning support for their vehicle service facilities.

You need the right equipment, the right specifications, the right drawings, and the right partner.

You’ve found them.

With Rotary assistPRO, you get:

- Custom layouts of your facility with vehicle turning radii and traffic flow analysis based on the vehicles it will service.
- Online, CSI 3 part product specifications through ARCAT® Spec Wizard®
- Information rich Revit® BIM models
- Dedicated website for architects with 2-D CAD blocks, written 3-part specifications and product selection tools.
- Rotary is an approved AIA provider assisting architects in earning CE credits.
MOD30
60,000 - 90,000 LBS. CAPACITY
MODULAR INGROUND LIFT

For nearly ten years, the MOD30 has set the standard for heavy-duty inground lifts. Its revolutionary design reflects our commitment to technician productivity, safety and environmental responsibility.

"Jefferson County Public Schools has three MOD30 inground lifts and we would highly recommend this product to any support facility. Rotary has always been there when we need support and their product team always provides highly qualified personnel."

- Jim Engler
  Assistant Director, Vehicle Maintenance Department
  Jefferson County Public Schools - Louisville, Kentucky

Containment Style Design
The MOD30 is totally contained in a 6' deep steel enclosure, is sealed inside and out with our exclusive EnviroGuard™ coating, and is warranted against corrosion and electrolysis for 10 years. The containment forms a barrier between the lift and the ground which traps oil, other shop fluids and locks out groundwater, protecting both the lift and the environment. The containment housing reduces installation costs and allows for easy access to all lift components.

Unobstructed Floor
Both housings are recessed for "zero clearance" drive-thru when the lift is in the down position. A wheel spotting dish for axle positioning guides the placement of the vehicle for lifting.

Shutter Plate Trench Covers
Automatic nitride shutter plates and covers increase productivity by eliminating the manual handling of the cover plates. They are self-storing and adjust with the front piston to keep the containment covered at all times (as required by OSHA).

LDS™ System Liquid Detection
Our patented LDS system monitors the lift and signals the technician as liquid accumulates in the containment. Built-in access ports allow for easy fluid evacuation.

VEC™ Equalization and Control System:
- Eliminates the need to manually adjust valves while controlling multiple jacks
- Uses a panel mounted joystick to control location, speed and height of the jack
- Allows jacks to be controlled individually for vehicle spotting or simultaneously for lifting

System Monitoring and Added Control Features
- Programmable wheelbase settings for up to 10 preset vehicle locations
- Real time wheelbase and height display information
- Operation and maintenance information
- Onboard training guides to help new techs learn proper usage of the lift
- Preventive maintenance reminders to help extend service life of the lift

Auto Spotting System
Allows for automatic positioning of the moveable piston without crawling around on the floor.

Patented Universal Saddle Adapter
The universal saddle adapter is designed for the front or rear post. A selection of adapters and inserts fit in the saddle to lift most difficult heavy-duty vehicles. Standard flip-up pads permit fastest setup with no need to swap adapters. Most inserts rotate 360 degrees. A lower profile version is available for specific transit applications.

Multi-Stage Cylinder
The multi-stage cylinder design reduces lift housing depth to only 6'.

Electric Drive Assembly
An energy efficient electric drive allows for smooth movement of the front jack assembly to achieve multiple exact wheelbase settings.

Joystick Controls
Operates the system with fully proportional speed control by moving one jack at a time or all of the jacks simultaneously.

Optional Pendant Controls
Allows for remote operation away from the lift console.

Control Console
The upright control console eliminates the need to bend down to run the lift. It offers a bright, clear LCD display and easily visible operational information, instructions and lift status.

Multi-Stage Locks
Each jack has a 13-position, dual-stage locking mechanism which locks every 3" starting at 22 1/2" of rise.

Wall Spotting
Built-in wheel spotting dishes for accurate vehicle spotting every time.

Wheel Spotting
Concrete
Foam Board
36" 2" 35" Pea Gravel

Steel Containment Style
An energy efficient electric drive allows for smooth movement of the front jack assembly to achieve multiple exact wheelbase settings.

Steel Containment Style
Our patented LDS system monitors the lift and signals the technician as liquid accumulates in the containment. Built-in access ports allow for easy fluid evacuation.

VIEW HELPLESSITE FOR ADDITIONAL INFORMATION
MODULAR AND ENVIRONMENTALLY-FRIENDLY INGROUND LIFT

**EFX60™/90™**

**60,000 - 90,000 LBS. CAPACITY MODULAR INGROUND SCISSOR LIFT**

Rotary’s EFX Scissor Lifts are breaking new ground in heavy-duty scissor lift technology. Proven by design, its exclusive patented features, shallow pit construction and environmental considerations make it the most user-friendly, reliable and productivity boosting lift in its class.

“We looked at several different styles and manufacturers of lifts and chose the Rotary EFX Scissor Lift. After using this lift we are pleased with our choice. The ease of positioning the lift and the multiple combinations on the saddles and adapters cut down on set up time. This lift has a robust scissor section and its shallow depth was a big factor in our choosing this lift. Our mechanics really like using this lift.”

- Lee A. Peterson
  Manager, Vehicle Maintenance
  Clovis Unified School District - Clovis, California

**Heavy-Duty Construction**

Rotary engineers have worked to provide you the most robust and reliable scissor lift in the industry making sure it’s there every time you need it.

- Heavy-duty pivot pins with SmartGuard™
- Heavier duty linkages
- Exclusive locking system
- Advanced bearing design

**Cycle-Tested Trust:**

The EFX design is engineered for your trust and safety with over 30,000 tested cycles at rated load - a lifetime of quality.

**Environmentally Responsible:**

The EFX, is contained within a concrete trench, providing protection for the lift and the environment. But the biggest benefit is the efficient low volume/high pressure hydraulic system that uses 3.5 gallons of fluid per scissor.

**Control Console**

The upright control console eliminates the need to bend down to run the lift - operates from a comfortable, standing position. Shown with optional pendant controls.

---

**Productivity Design Enhancements:**

**VERSATILITY and FLEXIBILITY**

The EFX’s patented Universal Saddle System recesses flush with the floor with the adapters in place and provides quick and easy setup for your technicians. Adapter versatility is a result of selecting inserts and adapters to fit a variety of heavy-duty vehicles with the greatest range of adjustments and adapter combinations.

**Heavy Duty Linkage**

Heavier, larger links for superior strength are stronger than comparable lifts.

**Heavy Duty Pivot Pins**

Pivot pins are stronger than comparable lift designs. Coated with Smartguard™ corrosion protection on pins keep lift operational and productive.

**Patented Universal Saddle System**

Example of adjustment range and rotated adapters with an off set transaxle.

**Standard flip-up pads.**

---

**Environmental Friendly**

EFX features an efficient low volume / high pressure system with the industry’s lowest oil volume.

**Wheel Spotting**

Bolt-on wheel spotting dish for accurate vehicle spotting every time.

---

**Modular Inground Scissor Lift**

**HEAVY-DUTY 60,000 - 90,000 LBS. CAPACITY**

The EFX90 is offered in tandem and articulated axle configurations.

Rotary engineers have worked to provide you the most robust and reliable scissor lift in the industry making sure it’s there every time you need it. The EFX90 design is engineered for your trust and safety with over 30,000 tested cycles at rated load providing a lifetime of quality. Three heavy duty scissors provide 90,000 lbs. of lifting capacity.

---

**Shallow Pit Design:**

The EFX installs in a 3’ deep concrete trench, greatly reducing installation costs. Also, because everything is within easy reach, periodic and routine maintenance is quick and easy saving you money over the life of the lift.
TRADITIONAL HEAVY DUTY INGROUND LIFTS

18,500 - 75,000 LBS. CAPACITIES

Rotary heavy-duty inground lifts are designed to increase productivity by providing an obstruction free shop and decades of service with minimum maintenance costs. Each lift offers the adjustability needed to service a wide variety of vehicles in a single bay. Whether fully hydraulic or electric hydraulic, two posts or three, numerous options are available to let you customize your lift for your exact needs.

"Athens Transit purchased two traditional inground lifts manufactured by Rotary Lift and were installed in January 2010. The lifts are used daily to maintain a fleet of transit buses. The inground lifts increase productivity for technicians due to the lesser time required to set up an above ground lift. Rotary Lift meets our quality standards and I expect many years of useful life from the Rotary Lifts Athens Transit purchased in 2010."

- Terry W. Ferguson
Transit Maintenance Administrator
Athens Transit System - Athens, Georgia

Continuous Trench Design
The lift is housed in a continuous concrete vault which forms a barrier between the lift and the ground, increasing the life of the lift and protecting the environment. This enclosed design allows for easy access to all components for inspection and maintenance.

Standard Front Pit Covers
Manually moveable pit covers are standard on inground lifts. They can be moved to eliminate dangerous pit openings as required by OSHA.

Front Jack
Hydraulic adjustment allows for easy positioning to meet various wheelbases. The lift is available with an optional recessed front jack pocket which provides an unobstructed floor when the lift is in the down position.

Removable Hydraulic Jack Assembly
The jack assembly in both the front and rear housing is removable for inspection or repair without the need to break concrete, and each jack has an 18-position locking leg which locks every 3°. The jack can be released automatically for lowering without going under the lift.

Optional Shutter Plate Trench Covers
increase productivity by eliminating manual moving of the cover plates. They are self-storing and adjust with the front piston to keep the pit covered at all times. (As required by OSHA)

Rear Jack
features a recessed pocket for an unobstructed floor when the lift is in the down position. A wheel spotting dish, for axle positioning, guides the placement of the vehicle for lifting.

Patented Universal Saddle Adapter
The universal saddle adapter is designed for the front or rear post. A selection of adapters and inserts fit in the saddle to lift most difficult heavy-duty vehicles. Standard flip-up pads permit fastest setup with no need to swap adapters. Most inserts rotate 360 degrees. A lower profile version is available for specific transit applications.

Optional In-Trench Equalized Power Unit
As an alternative to a surface-mounted power unit, an in-trench unit offers many benefits:
- Eliminates the need for valuable floor space
- No piping or trenches from the power unit to the lift, reducing concrete work and cutting overall piping by 80%
- Can be removed for service or repair without breaking concrete
- Offers a low noise level with self-equalized operation, requires no manual adjustment raising and lowering the lift and meets NEC class 1, division 1 standards

Exclusive EnviroGuard™
protects both front and rear jacks from electrolysis and deterioration and is warranted for 10 years.

TRADITIONAL HEAVY DUTY INGROUND LIFTS

HEAVY-DUTY CAPACITY

www.rotarylift.com

Inground Options
Surface Mounted Power Unit
The power unit may be sized for one or more lift hook-ups without equalized control.

Optional Push Button Equalized Controls
Simple push button controls eliminate manual equalization of handles. The control box can be mounted on either the floor or wall.
Identifying Model Numbers

Examples:
- RU70Q = Recessed Front Superstructure with Shutter Plate Trench Covers, Continuous Trench Design for an Equalized In-Pit Power Unit.
- MOD30 = Modular & Environmentally Safe Inground Scissor Lift.
- EFX60 = Modular inground scissor lift.

Prefix Description:
- MOD: Modular & Environmentally Safe Inground Lift
- RU: Recessed Front Superstructure
- Suffix Description:
  - 5: Modular & Environmentally Safe Inground Lift
  - 6: Continuous Trench Design for an Equalized In-Pit Power Unit
  - Q: Continuous Trench Design for an In-Pit Power Unit
  - P: Continuous Trench Design for a Surface Mounted Power Unit

Rotary Offers The Accessories Techs Need To Get The Most From Their Lift.

Tripod Stands
- Models RS18 and RS33: Spring assisted carser wheels and height adjustment allow for easy positioning with fine tuning screw adjustment.
  - RS18: 18,000 lbs. capacity 56.1” – 82.3” range
  - RS33: 33,000 lbs. capacity 55.3” – 82.3” range

Liquid Evacuation Kit
- This kit is designed to provide automatic evacuation of fluids captured in the lift containers and detected by the liquid detection system. Separate pumps are located in each jack housing.

Adapter Rack
- Keeps the lift bay clear and uncluttered and all your adapters in one place.
- Shown: FD2361

SPECIFICATIONS

<table>
<thead>
<tr>
<th>MODULAR LIFTS</th>
<th>TRADITIONAL LIFTS</th>
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<tbody>
<tr>
<td>Models:</td>
<td></td>
</tr>
<tr>
<td>MOD30 / MOD30 2-Post</td>
<td>R10210D/R10210P/R10210Q</td>
</tr>
<tr>
<td>MOD30 / MOD30 3-Post</td>
<td>R10210D/R10210P/R10210Q</td>
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<td>Lifting Capacity</td>
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<tr>
<td>RU70Q</td>
<td>60,000 lbs. (27,216kg)</td>
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<tr>
<td>RU70P</td>
<td>30,000 lbs. (13,611kg)</td>
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<tr>
<td>RU70Q</td>
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<td>RU70P</td>
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<tr>
<td>Power Unit</td>
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<td>RU70Q</td>
<td>3 hp (2.25kw)</td>
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<td>Oil Displacement</td>
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<td>RU70Q</td>
<td>9 gal</td>
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<td>Piston Diameter (front piston)</td>
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<tr>
<td>RU70Q</td>
<td>9 1/16” (230mm)</td>
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<td>RU70P</td>
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<td>Piston Diameter (rear piston)</td>
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<tr>
<td>Std. Adapter Adjustment (front piston)</td>
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<td>RU70Q</td>
<td>17 15/16” - 44 1/4” (454 - 1124mm)</td>
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<td>RU70P</td>
<td>17 15/16” - 44 1/4” (454 - 1124mm)</td>
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<td>Std. Adapter Adjustment (rear piston)</td>
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<td>Drive-Thru/Over Clearance</td>
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www.rotarylift.com
## Models: EFX60

<table>
<thead>
<tr>
<th>Models: EFX60</th>
<th>Min. Wheelbase</th>
<th>U Dimension</th>
<th>Max. Wheelbase</th>
<th>U Dimension</th>
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<tbody>
<tr>
<td>EFX60-10</td>
<td>72” (1829mm)</td>
<td>24” (610mm)</td>
<td>92” (2337mm)</td>
<td>26” (660mm)</td>
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<td>EFX60-13</td>
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<td>EFX60-20</td>
<td>90” (2286mm)</td>
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<td>EFX60-24</td>
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<td>48” (1220mm)</td>
<td>114” (2900mm)</td>
<td>42” (1067mm)</td>
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### FOR 3-POST OPTIONS, CONTACT A ROTARY LIFT HEAVY DUTY PRODUCT SPECIALIST AT 1-800-445-5438 - EXT. 2

**MOD 30 Trench Design**

**Maximum Wheelbase (W/B)**

**Min. W/B**

**Frame Length (X dimension)**

18” (457mm) 21” (533mm) 24” (610mm)

---

**EFX60 Trench Design**

**Maximum Wheelbase (W/B)**

**Min. W/B**

**Frame Length (X dimension)**

10’ (3048mm) 13’ (3962mm) 17’ (5182mm)
6 easy steps to find your frame length and overall trench length using your minimum and maximum vehicle wheelbase.

After selecting your lift model from the previous page, follow these 6 easy steps to determine your frame length and maximum vehicle wheelbase.

1. Locate your Lift Model and the Overall Trench Length Formula in area 1.
2. Find your minimum wheelbase in area 2 (round down if your exact wheelbase is not listed).
3. Move right to determine the U dimension in box 3.
4. Continuing across the chart, select your minimum wheelbase in area 2 (round up if your exact wheelbase is not listed).
5. Move straight down to determine the Frame Length (X dimension) in box 5.
6. Plug the U dimension in box 3 and the X dimension in box 5 into the formula area 1 to find your Overall Trench Length.

Example: Use the chart for model 52HC.
- If you worked with 114" min. and 221" max. wheelbases, you would use the indicated Udim and Xdim to plug into the formula: $Z = U + X + 17.5"(91.5" + 147" + 8.5")$
- Adding these numbers up equals 252.75", your Overall Trench Length ($Z$).
To: Mayor and City Council  
From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk  
Submitted: April 3, 2019  
Subject: Motion – To recommend that the banquet facility permit for the HUB Stadium be considered for approval by the MLCC.

INTRODUCTION AND HISTORY
The HUB Stadium recently applied for a banquet facility permit through the Michigan Liquor Control Commission. This is considered an extension of their existing on-premise liquor license. As part of the application process, they must obtain local government approval of the banquet facility permit.

The Community Development Department has confirmed that the site plan received an extension from City Council until May 22, 2019. Staff is currently reviewing the building permit plans, with the intent of assisting them with construction this year.

The Police Department has reviewed the calls for service at this establishment and concluded that there have been no significant issues (see attached memo). The Clerk’s Office has confirmed that the establishment has no outstanding water or taxes due to the City.

STAFF RECOMMENDATION
Staff recommends that the banquet facility permit for the HUB Stadium be considered for approval by the MLCC.

MOTION
Move to recommend that the banquet facility permit for the HUB Stadium, 2550 Innovation Drive, be considered for approval by the MLCC.

I CONCUR:  
THOMAS A. TANGHE, CITY MANAGER
Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:
• You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:
• Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a ___________ regular ___________ meeting of the ___________ council/board
called to order by ___________ Mayor McDaniel on ___________ April 8, 2019 ___________ at ___________ 7:30 PM ___________
the following resolution was offered:
Moved by ___________ ___________ and supported by ___________
that the application from The HUB Stadium
(to be located at: 2550 Innovation Drive, Auburn Hills, MI 48326)
and the following permit, if applied for:
☑ Banquet Facility Permit

Address of Banquet Facility: 2550 Innovation Drive, Auburn Hills, MI 48326

It is the consensus of this body that it ___________________________ this application be considered for
(approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are ___________________________

Vote

Yeas: ___________
Nays: ___________
Absent: ___________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the
(council/board at a ___________ regular ___________ meeting held on ___________ ___________
(township, city, village) (date)

Print Name of Clerk ___________________________ Signature of Clerk ___________________________ Date ___________________________

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
TO: Laura Pierce, City Clerk  
CC: Jeff Baker, Chief of Police  
FROM: Lieutenant Ryan Gagnon  
DATE: March 29, 2019  
SUBJECT: HUB Stadium Banquet Facility MLCC License

The HUB Stadium has recently applied for a banquet facility license with the Michigan Liquor Control Commission (MLCC). A new banquet facility license requires pre-approval by the local government body in order for the MLCC to begin their investigation.

The HUB Stadium has previously obtained approval through the Planning Commission and City Council for a banquet facility addition to their building. Council approval was granted in May 2017, with a one year extension granted on December 10, 2018. There has been no change in ownership since the original MLCC license was approved for the business.

I have reviewed all calls for service related to this business. There have been no significant issue at the business and very few calls for police service. The MLCC did conduct their own investigation into the business practices at the location in June of 2018, when it was determined that the business began allowing customers to throw axes at targets. Axe throwing had never been discussed with Auburn Hills or MLCC during their initial application for a liquor license, nor prior to them establishing this form of entertainment. MLCC concluded that there were not proper safety protocols in place for this type of activity and subsequently gave the business a one day suspension of their liquor license that was served on September 10, 2018. The business was able to continue to allow axe throwing inside the business upon putting proper safety protocols into place. The business has since taken the proper measures outlined by MLCC related to axe throwing and implemented these practices. We have not responded to any issues or problems related to axe throwing at the business.

It is our recommendation that Council approve the HUB Stadium banquet facility license application, which will be submitted to MLCC. Police Department investigators will work closely with MLCC investigators as they conduct an investigation into the application for a banquet license. We will ensure that the new banquet facility will comply with all state and local laws, as well as MLCC rules.
To: Mayor and City Council  
From: Thomas A. Tanghe, City Manager, Steven J. Cohen, Director of Community Development, and Shawn Keenan, City Planner  
Submitted: March 29, 2019  
Subject: Resolution – Authorizing the City Manager to request reimbursement of eligible mosquito control activity under Oakland County’s West Nile Virus Fund Program.

INTRODUCTION AND HISTORY
Oakland County has approved the extension of the West Nile Virus Fund for Fiscal Year 2019 and will maintain the distribution formula and process for reimbursement of the past ten years. In order to obtain reimbursement from the West Nile Virus Fund, for eligible expenses, the City will need to submit the following information to the Oakland County Fiscal Services Division:

1. Project expenses reimbursement request which states the project purpose and scope, estimated or actual costs, including any supporting detail, to ensure compliance with County approved policies for the West Nile Virus Fund and is otherwise authorized by law;
2. A resolution authorizing the reimbursement request adopted by the City Council; and
3. Documentation of actual cost borne by the City in conjunction with the project plan once work is complete.

The enclosed West Nile Virus Report includes the City’s plan to combat the West Nile Virus as well as an estimated cost for the program. The City began its West Nile Virus Control Program, which was presented to and endorsed by MDEQ and Oakland County Health Department officials, in year 2003 and continued each year through year 2018. The City will again implement a plan to combat the West Nile Virus in year 2019.

The City has submitted item 1, listed above, to the County and received their approval. The City can submit to the County items 2 and 3 once work is complete.

STAFF RECOMMENDATION
Therefore it would be appropriate for the City Council to move forward with the West Nile Virus Fund Expense Reimbursement Request process by adopting the following motion.

MOTION
Move to adopt the following resolution to authorize and direct the City Manager, as agent for the City of Auburn Hills, to request reimbursement of eligible mosquito control activity under Oakland County’s West Nile Virus Fund Program.

I CONCUR: Donald K. Grice, Assistant City Manager
Background

West Nile is a mosquito-borne virus that can cause mild flu-like symptoms, and in a few cases, results in encephalitis (inflammation of the brain) or meningitis (inflammation of the lining of the brain and spinal cord). It first appeared in the U.S. in 1999 in New York City, and is spread to humans by the bite of an infected mosquito. A mosquito becomes infected by biting a bird that carries the virus. The *Culex pipiens* species of mosquito, which prefers to feed on birds, is believed to carry the virus in Oakland County.

In the year 2002 there were 644 confirmed human cases of WNV with 51 deaths reported throughout the state. That same year in Oakland County, there were 214 confirmed cases of people being infected and 20 deaths attributed to the disease.

In the year 2002 officials from the Centers for Disease Control and Prevention (CDC) had stated that WNV reached epidemic status in the state of Michigan. They also wanted to reassure the public that while this is cause for concern, it is not a cause for panic. They stress that individuals can protect themselves from this disease. They have provided the following statistics regarding the likelihood of being bitten by an infected mosquito, and then whether or not someone will contract one of the two forms of the disease.

- Of all mosquito bites, only one in one hundred will be from an infected mosquito.
- Of all mosquito bites, only one in 500 will be a bite from an infected mosquito and will then result in a mild illness with “flu-like” symptoms.
- Of all mosquito bites, only one in 15,000 will be a bite from an infected mosquito and will then result in someone contracting the serious form of the disease.

The CDC is recommending that the public follow the three “Rs” for tackling the WNV problem:

**Repel**—wear long-sleeved shirts and long pants, use insect repellant with deet, and avoid the outdoors during peak mosquito activity hours (i.e. dusk and dawn). See attached information on proper use of deet repellants.

**Reduce**—the mosquito population by eliminating stagnant standing water such as in old tarps, old buckets, neglected bird baths, etc. Attached is a poster regarding eliminating breeding areas in and around your home.

**Report**—dead birds to the Michigan Department of Community Health Emerging Diseases. Reporting forms can be found at the following MDCH website www.michigan.gov/emergingdiseases.

Even though there is no evidence to support that the disease can be spread from dead birds, they should never be handled with bare hands. Use disposable gloves to put the dead bird in a double plastic bag. If gloves are not available, turn a plastic shopping bag inside-out and scoop up the bird with the bag. If the dead bird has been reported and will not be tested, then place the bagged carcass in an outdoor garbage can for disposal. If the dead bird will be tested, you will be instructed to transport the bird to an appropriate local agency, where it can be packaged appropriately and submitted for testing.
There has been concern over the effect of WNV on pets. In general, the disease does not affect most household pets, including cats and dogs; however, pet birds are just as apt to contract the illness as their wild counterparts. Studies in New York have shown that up to 11% of dogs tested showed exposure to the virus, but none showed signs of illness, and WNV is not passed to other animals from cats or dogs. Horses are perhaps a bit more susceptible than humans, but a vaccine has been approved for use on horses, and it appears to be effective, although no formal studies on this have been published yet.

The National Institutes for Health (NIH) are in charge of disease prevention, treatment, diagnostics, and basic research. They are working on a vaccine for humans, and they do have some promising research. Officials have stated that if all goes well, a vaccine is expected to be available in the next few years. The NIH is optimistic that one will be developed, but they are not able to confirm for certain that this will be the case.

City staff has researched the role that mosquito control has in the prevention of WNV. In general, spraying for adult mosquitoes is the least preferred method. The success of spraying programs is questionable at best, and does not address the mobility factor of the adults. If all areas are not sprayed, and all communities are not spraying, then there is even less of a chance of significantly reducing the adult mosquito population.

2003 through 2018 WNV Information

The great efforts made in 2003, by the State, County, local municipalities, businesses, and residents, to reduce the number human cases of WNV were continued in each year through 2018. This all out effort resulted in a substantial reduction the number of humans contracting the WNV, throughout the State of Michigan.

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2019 WNV Control Program

As part of a mosquito control plan for this season, the following information has been compiled:

By far the most effective management program involves a combination of education regarding how to avoid being bitten, eliminating breeding sites, and controlling the larval mosquitoes. The breed *Culex pipiens*, mentioned earlier, prefers stagnant water such as that found in catch basins and other nutrient-rich, even polluted, standing pools of water. **Please note that streams and healthy ponds and wetlands do not fall into this category.** The mosquito control industry has developed products that are safe for handling, are non-toxic to humans and most other animals, and specifically target mosquito larvae. Many are even available in pre-packaged amounts that are designed specifically for catch basins. A “certified applicator” is not needed to use these pre-mixed products.
First, the City would educate citizens and staff on bite avoidance, and how to eliminate breeding areas on their property through cable PSAs, newsletters, and web site information.

Second, the City would set up an inspection program to determine the most effective time to start treating catch basins. The inspection program will be conducted in-house.

Third, the City would treat all catch basins with larvicides. The estimated material cost for the initial catch basin larvicide treatment is $12,329.10.

A breakdown of this cost estimate is attached. The County has indicated that the City will be eligible to receive a reimbursement in the amount of $3,427.13 to help implement step three of our plan.

Products that would be used for catch basin treatment are described below:

- **Altosid**—a growth hormone inhibitor that targets mosquitoes and black flies. It is available in briquettes that can easily be dropped into a catch basin through the grating and lasts for 150 days. Its shelf life is approximately 18 months to 2 years.

- **Vectolex**—bacteria that dissolves the gut of the larvae, it is a granular product that is also very specific to mosquitoes and black flies. This product kills larvae within 1-2 hours and needs to be reapplied every 21 days during the breeding season. It is available in packets to treat catch basins, and as a loose product that can be broadcast over areas of open water. This would be the product used for areas of nutrient-rich stagnant water. The shelf life for this product is also 18 months to 2 years.

It may be prudent to “spot spray” City parks prior to events that will be occurring during peak hours of mosquito activity, especially when participants are expected to fall into the categories of most susceptible to WNV. City staff would develop a standard operating procedure to address these instances.

Some of the issues involved in creating and maintaining an effective program concern outside agencies, such as the Oakland County Road Commission, subdivisions, school districts, and commercial sites that own catch basins in the City. City staff will be working with these groups in order to ensure an effective program. During the winter following the initial WNV control program, staff will analyze the program to determine its effectiveness and to map out future actions.

**Recommendation**

The City should implement the program outlined above to address the WNV problem. In addition to the treatment of City catch basins with Altosid, and other areas as necessary, the activities listed should be put into action starting with the mosquito season of 2019.

**Web Resources:**

- Michigan Department of Agriculture - [www.michigan.gov/MDA](http://www.michigan.gov/MDA)
- Centers for Disease Control and Prevention - [www.cdc.gov](http://www.cdc.gov)
- National Institutes of Health - [www.nih.gov](http://www.nih.gov)
- Oakland County Health Division - [www.oakgov.com/health](http://www.oakgov.com/health)
Based on currently available information, the target locations for the City’s mosquito control treatment would include catch basins. The attached cost estimate is based on a recommendation that the City use longer-lasting Altosid briquettes in the catch basins. These larvicide briquettes, with a 150-day duration, have a lower labor and equipment cost when compared to repeated treatments of 21-day duration Vectolex packets. However, the estimate includes the possibility of at least one follow-up treatment using the Vectolex packets that may be necessary, to cover the full spring, summer, and fall for most areas targeted for treatment, catch basins in particular.

Staff estimates that there are roughly 2,330 catch basins located in City right-of-ways and on City property, 25 located in the MDOT right-of-ways, 550 located in the Oakland County right-of-ways, and 700 along private roads within the Auburn Hills City limits. These figures are estimates, not based on inventory.

### COST ESTIMATE

**Catch Basin Inspection and City Wide Monitoring**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monitor for onset of breeding activity (In-House)</td>
<td>2019 Season</td>
<td>--</td>
<td>--</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**Initial Catch Basin Treatment**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auburn Hills catch basin treatment with Altosid XR 150 day Briquettes</td>
<td>Each</td>
<td>2,330</td>
<td>$3.42</td>
<td>$7,968.60</td>
</tr>
<tr>
<td>MDOT catch basin treatment with Altosid XR 150 day Briquettes</td>
<td>Each</td>
<td>25</td>
<td>$3.42</td>
<td>$85.50</td>
</tr>
<tr>
<td>RCOC catch basin treatment with Altosid XR 150 day Briquettes</td>
<td>Each</td>
<td>550</td>
<td>$3.42</td>
<td>$1,881.00</td>
</tr>
<tr>
<td>Private Road catch basin treatment with Altosid XR 150 day Briquettes</td>
<td>Each</td>
<td>700</td>
<td>$3.42</td>
<td>$2,394.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>3,605</strong></td>
<td></td>
<td><strong>$12,329.10</strong></td>
</tr>
</tbody>
</table>

**General Applications to City Parks & Golf Course When Warranted**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>ULV adulticide applications of registered Biomist 3+15 or Anvil 2+2 via truck-mounted and or ATV mounted spray unit to all city parks and golf course.</td>
<td>Parks &amp; Golf Course</td>
<td>2 app.</td>
<td>$675.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Ground backpack larvicide treatment of breeding sites when warranted.</td>
<td>Per acre</td>
<td>10 acres</td>
<td>$33.00</td>
<td>$330.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,680.00</strong></td>
</tr>
</tbody>
</table>
Secondary Catch Basin Treatment if Warranted

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auburn Hills catch basin treatment with Vectolex 21 day packets</td>
<td>Each</td>
<td>2,330</td>
<td>$1.21</td>
<td>$2,819.30</td>
</tr>
<tr>
<td>MDOT catch basin treatment with Vectolex 21 day packets</td>
<td>Each</td>
<td>25</td>
<td>$1.21</td>
<td>$30.25</td>
</tr>
<tr>
<td>RCOC catch basin treatment with Vectolex 21 day packets</td>
<td>Each</td>
<td>550</td>
<td>$1.21</td>
<td>$665.50</td>
</tr>
<tr>
<td>Private catch basin treatment with Vectolex 21 day packets</td>
<td>Each</td>
<td>700</td>
<td>$1.21</td>
<td>$847.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>3,605</td>
<td></td>
<td>$4,362.05</td>
</tr>
</tbody>
</table>

2019 COST ESTIMATE

<table>
<thead>
<tr>
<th>Item</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Costs</td>
<td></td>
</tr>
<tr>
<td>Inspections (In House)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Initial Catch Basin Treatment (In-House)</td>
<td>$12,329.10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$12,329.10</td>
</tr>
<tr>
<td>County Assistance</td>
<td>-$3,427.13</td>
</tr>
<tr>
<td>CITY TOTAL</td>
<td>$8,901.97</td>
</tr>
<tr>
<td>Conditional Costs</td>
<td></td>
</tr>
<tr>
<td>General Applications to City Parks &amp; Golf Course When Warranted (Professional Service)</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>Secondary Catch Basin Treatment if Warranted (In-House)</td>
<td>$4,362.05</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$6,042.05</td>
</tr>
</tbody>
</table>

The City’s plan calls for the use of all existing Altosid XR 150 day Briquettes from year 2018 before utilizing the Altosid XR 150 day Briquettes purchased in year 2019.

Oakland County has committed funding to assist communities in the implementation of their own mosquito control program, to thwart the West Nile Virus. Funding will be distributed using the Environmental Infrastructure Fund formula…75% based on population of the community and 25% based on size (geographic) of the community. The County has indicated that the City will be entitled to receive a reimbursement in the amount of $3,427.13 to help implement our plan. The funds provided by the County will be used to purchase the Altosid XR 150 day Briquettes for the initial catch basin treatment.
CITY OF AUBURN HILLS
RESOLUTION

AUTHORIZING WEST NILE VIRUS
FUND EXPENSE REIMBURSEMENT REQUEST

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills MI 48326 at 7:00 p.m., on the 8th day of April, 2019.

The following resolution was offered by Council Member and supported by Council Member :

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County’s West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, and mosquito larvicide applications; and

WHEREAS, the City of Auburn Hills, Oakland County, Michigan will incur expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County’s West Nile Virus Fund Program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Auburn Hills City Council authorizes and directs the City Manager, as agent for the City of Auburn Hills, to request reimbursement of eligible mosquito control activity under Oakland County’s West Nile Virus Fund Program

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION

STATE OF MICHIGAN
)SS
COUNTY OF OAKLAND

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 8th day of April 2018.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this day of April, 2019.

Laura Pierce, City Clerk
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Brandon Skopek, Director of Authorities
Submitted: March 29, 2019
Subject: Motion – Approval of request from Chateau Aeronautique Winery, LLC (d/b/a Blue Skies Brewery) for a new Small Wine Maker and Micro Brewer License, and New On-Premises Tasting Room Permit

INTRODUCTION AND HISTORY

This is a request for local legislative approval of an application to the Michigan Liquor Control Commission (MLCC) for a Small Wine Maker and Micro Brewer License, and New On-Premises Tasting Room Permit. This request is made by Mr. Lorenzo Lizarralde of Chateau Aeronautique Winery, LLC, (d/b/a Blue Skies Brewery). The proposed brewery is to be located in downtown Auburn Hills at 3358 Auburn Road, within the existing space currently occupied by Fuego Hookah Lounge.

In January 2019, staff met with Mr. Lizarralde, Mr. Shannon Casey, and Ms. Cortney Casey to discuss Mr. Lizarralde’s proposal and desire to open a tasting room in downtown Auburn Hills. The Casey’s, who own and operate Michigan By The Bottle in downtown Auburn Hills, will be managing the proposed brewery. Mr. Lizarralde has run a successful winery in Jackson, Michigan since 2008 and recently launched Blue Skies Brewery in 2018. Mr. Lizarralde is looking to expand to a second location. In March 2019, staff met with Mr. Lizarralde and Mr. Casey to discuss the business plan for the proposed brewery. Blue Skies Brewery plans to offer beers and ciders from 16 taps, and five-to-eight bottle wines by the glass. Guests may purchase growlers of beer and bottles of wine to go. Mr. Lizarralde proposes a light food menu to be prepared with tabletop appliances.

The proposed hours of operation for the brewery are:
- Monday – Thursday: 4:00 p.m. to 10:00 p.m.
- Friday: 4:00 p.m. to 12:00 a.m.
- Saturday: 12:00 p.m. to 12:00 a.m.
- Sunday: 12:00 p.m. to 8:00 p.m.

The Auburn Hills Police Department has conducted a background investigation of the business owner, managers, and current business practices and have concluded that there exists no information that would constitute a reason to deny this request and have no objection to the business plan as proposed. The Community Development Department and Fire Department were made aware of this request and have no objection to the proposed use. Plan review of the proposed tenant build-out will be conducted administratively.

Should this request be approved by City Council, the MLCC will conduct their investigation into the proposed business. The Police Department’s investigator will work closely with the MLCC to ensure that the business model that has been proposed will not differ in scope from what has been presented to staff. Any significant deviations will be brought to the attention of City Council for review.

STAFF RECOMMENDATION

Staff has been actively recruiting breweries to fill the need for downtown Auburn Hills and the brewery proposed by Mr. Lizarralde will serve as a great addition to our growing downtown. The Police Department has completed their investigation and have concluded that all parties have passed the background investigation. Staff recommends approval of the request.

MOTION

Move to adopt the resolutions approving a request from Chateau Aeronautique Winery, LLC (d/b/a Blue Skies Brewery) to apply for a Small Wine Maker and Micro Brewer License, and a New On-Premises Tasting Room Permit and to authorize the City Clerk to forward the resolutions to the Michigan Liquor Control Commission.
I CONCUR: 

THOMAS A. TANGHE, CITY MANAGER
Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a __________________________ meeting of the __________________________ council/board called to order by __________________________ on __________________________ at __________________________

the following resolution was offered:

Moved by __________________________ and supported by __________________________

that the application from __________________________ for the following license(s): __________________________ to be located at: __________________________

and the following permit, if applied for:

☐ Banquet Facility Permit  Address of Banquet Facility: __________________________

It is the consensus of this body that it __________________________ this application be considered for __________________________ with __________________________ approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are __________________________

Vote

Yeas: __________
Nays: __________
Absent: __________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the council/board at a __________________________ meeting held on __________________________

Print Name of Clerk __________________________
Signature of Clerk __________________________
Date __________________________

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Fax to: 517-763-0059

LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
Local Government Approval For On-Premises Tasting Room Permit
(Authorized by MCL 436.1536)

Instructions for Applicants:
• You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

Instructions for Local Legislative Body:
• Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the Auburn Hills City Council council/board called to order by Mayor McDaniel on April 8, 2019 at 7:30 PM

the following resolution was offered:

Moved by __________________ and supported by __________________
that the application from Chateau Aeronautique Winery, LLC (d/b/a Blue Skies Brewery)
(name of applicant - if a corporation or limited liability company, please state the company name)

for a NEW ON-PREMISES TASTING ROOM PERMIT
to be located at: 3358 Auburn Road, Auburn Hills, MI 48326

It is the consensus of this body that it __________________ for this application be considered for approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are __________________

____________________________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the council/board at a meeting held on __________________

____________________________

Print Name of Clerk

____________________________

Signature of Clerk

____________________________

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

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LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
To: Mayor and City Council  
From: Thomas A. Tanghe, City Manager and William Griffin, City Assessor  
Submitted: March 27th, 2019  
Subject: Public Hearing and request to approve a new IFEC for FANUC America Corporation

**INTRODUCTION AND HISTORY**

An application for a new IFEC has been received for real property to be located at 1100 West Entrance Drive parcel number 02-14-24-476-024 consisting of 24.344 acres, by FANUC America Corporation.

The application was filed on February 27th, 2019 and the building permit was issued September 25th, 2018. The application involves real property consisting of an approximate 461,500 sq ft building of new office, R&D laboratories, manufacturing and warehouse/distribution. The project is estimated to employ 100 new Michigan employees within five (5) years and the real property project investment is estimated at $34,024,864.
Real Property is defined by the City’s Property Tax Incentive Policy to include:

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

ABOUT FANUC

FANUC America Corporation, headquartered in Rochester Hills, MI and now expanding its North Campus building to Auburn Hills, is the leading supplier of robots, CNC systems and factory automation.

Founded in 1982, FANUC America has over 1,500 employees in the Americas and has a team of automation professionals working in customer service, engineering, finance, human resources, IT, logistics, operations, manufacturing, product development, sales & marketing and training. FANUC’s products are applied in a wide range of industries including automotive, aerospace, consumer goods, food, pharmaceuticals, logistics and warehousing to name a few. Since 1982, the company’s line of painting robots, and a variety of automation software products have been designed and built in Michigan. With the addition of the new North Campus building, FANUC America’s three facilities in Michigan total approximately 1,155,525 square feet.

Scheduled to open in the fall of 2019, FANUC America’s new North Campus will house engineering, product development, manufacturing and warehousing. The $51 million total expansion is expected to create 100 jobs.
The project proposed in this application would be eligible for consideration of an IFEC under the provision of the City’s Property Tax Incentive Policy as:

A new facility (IFEC) – industrial real property and land improvements, a new business, as provided in PA 198, 1974 as amended may be granted a 50% tax incentive for up to eight (8) years based upon the criteria included in this policy. The minimum investment by a business in a new facility has met the following requirements.

- The parcel that this building will be located on has been situated within an established Industrial Development District.
- FANUC America Corporation will own the property and agrees to uphold the policy requirement to continue operations at the facility for eight (8) years beyond the term of the eight (8) year certificate agreement.

The estimated annual tax savings for FANUC America Corporation will be approximately $425,000.

**PENDING APPEALS**

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

**STAFF RECOMMENDATION**

Approve an eight (8) year IFEC for FANUC America Corporation’s new facility with the agreement that the company will continue to operate at the facility eight (8) years beyond the eight (8) year term.

**MOTION**

Move to approve the request for an 8-year year IFEC for FANUC America Corporation, for a total estimated real property investment of $34,024,864 by adopting the attached resolution.

I CONCUR: Donald K. Grice, Assistant City Manager
CITY OF AUBURN HILLS
RESOLUTION
APPROVING AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR FANUC AMERICA CORPORATION

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills MI 48326 on the 8th day of April, 2019.

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

WHEREAS, pursuant to P.A. 198, 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on the 27th day of August, 2018, the City of Auburn Hills, established an Industrial Development District, commonly referred to as the FANUC America Corporation Industrial Development District; and

WHEREAS, FANUC America Corporation has filed an application for an Industrial Facility Exemption Certificate with the Clerk of the City of Auburn Hills with respect to proposed new real property within the FANUC America Corporation Industrial Development District; and

WHEREAS, before acting on said application, the City Council of Auburn Hills held a hearing on the 8th day of April, 2019 at a regularly scheduled meeting, at which time the applicant, the assessor, and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility has not begun earlier than six (6) months before 27th day of February, 2019, the date of the acceptance of the application for the Industrial Facility Exemption Certificate; and

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

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

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

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

2. The application from FANUC America Corporation for an Industrial Facilities Exemption Certificate with respect to the New Construction of Real Property on the following described parcel of real property situated within the FANUC America Corporation Industrial Development District; to wit;

The real property parcel the facility is located on is identified as tax parcel 02-14-24-476-024, having an address 1100 West Entrance Drive, City of Auburn Hills, MI 48326, including:
is hereby approved for real property improvements.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of **eight (8) years**, and the starting date for the certificate is **December 31, 2019** and the ending date is **December 30, 2027**.

4. The total project investment approved is **$34,024,864**.

5. **FANUC America Corporation** agrees to operate the facility for which the Industrial Facilities Exemption Certificate is granted for the term of the certificate, plus an additional **eight (8) years** after the date of the certificate’s expiration.

   **AYES:**
   **NAYS:**
   **ABSENT:**
   **ABSTENTIONS:**

   **RESOLUTION ADOPTED**

STATE OF MICHIGAN) )SS
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the **8th day of April, 2019**.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on **this 8th day of April, 2019**.

________________________________
Laura Pierce, City Clerk
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager, Steven J. Cohen, Director of Community Development, and Shawn Keenan, City Planner
Submitted: March 22, 2019

INTRODUCTION AND HISTORY
Attached are the Third and Fourth Quarter 2018 Monitoring Network Review Summaries and 2018 Annual Monitoring Network Review Summary prepared by Environmental Consulting Solutions (ECS) for the Oakland Heights Development Landfill. The monitoring network at the landfill appears to be adequate to detect potential releases to the environment.

STATUS OF PREVIOUS ACTION ITEMS
1. The pump in MW-46 has started pumping sporadically and the pump could not be removed because the well casing was bent. Groundwater exceedances were also reported in MW-46 which may be associated with the wells pump. MW-46 was abandoned and replaced. Further monitoring of MW-46 is warranted.

NEW ACTION ITEMS
Action items to check from Fourth Quarter 2018 Monitoring Report
1. MW-33R was not sampled due to equipment issues. OHD intends to remove and repair the equipment. Repairs to MW-33R are needed and further monitoring of the well is warranted.

STAFF RECOMMENDATION
Staff recommends acceptance. Representative Andy Foerg from ECS and representatives from the Oakland Heights Development landfill and Brown & Caldwell are scheduled to be in attendance at the meeting should the City Council wish to discuss the summary reports.

MOTION

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
November 23, 2018

Mr. Shawn Keenan
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, Michigan 48326

RE: 3rd Quarter 2018 Monitoring Network Review Summary
Oakland Heights Development Landfill
ECS Project: A101-0001

Dear Mr. Keenan:


Brown and Caldwell (BC) of Columbus, Ohio is OHD’s monitoring consultant and Environmental Sampling Services Inc. (ESS) of Holly, Michigan, is the sampling contractor that performed the 2018 Q3 sampling. The following table provides a summary of the services performed and our conclusions/recommendations.

<table>
<thead>
<tr>
<th>Service</th>
<th>Notes</th>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Observations</td>
<td>The condition of the monitoring system was generally acceptable with a few minor maintenance items noted. Due to a substantial blockage in MW-10D, OHD had requested approval from MDEQ to remove it and not replace it. The MDEQ approved the request. In addition, the lines associated with the pump in MW-33R that were twisted during Q2 event were fixed and ESS was able to obtain a water level during the Q3 event.</td>
<td>Acceptable</td>
</tr>
<tr>
<td>Groundwater Monitoring</td>
<td>New statistical exceedances were reported, and BC presented demonstrations for them. ECS reviewed the BC demonstrations and concurs with BC that that they do not appear to be due to a release(s) of leachate. The TIN level in MW-42 was anomalously high in Q2. Lab error was suspected, and the Q3 result was within the normal range. In Q2 acetone (a VOC) was detected at a low level in MW-27D. It was resampled in Q3 and acetone was not detected. MW-27D Q3 results for chloride, sodium and TIN were anomalously high. Lab error or excessive turbidity are suspected to be the cause, Q4 results will be reviewed closely.</td>
<td>Warrants further monitoring</td>
</tr>
<tr>
<td>Secondary Collection System Monitoring</td>
<td>Q3 secondary collection system volumes did not exceed applicable AFRs for any of the cells.</td>
<td>Acceptable</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Surface Water Monitoring</td>
<td>Only surface water sample location SS-6 contained water during the Q3 event; therefore this was the only location at which a surface water sample was collected. Results were consistent with historical values.</td>
<td>Acceptable</td>
</tr>
<tr>
<td>Leachate Monitoring</td>
<td>According to BC, leachate sample analytical results for the 2018 Q3 event were consistent with historical results.</td>
<td>Acceptable</td>
</tr>
</tbody>
</table>

ECS is pleased to provide these services to the City of Auburn Hills. If you have any questions or desire further clarification, please contact us at (248) 763-3639.

Sincerely,
ENVIRONMENTAL CONSULTING SOLUTIONS, LLC

Andrew J. Foerg, CPG
President

cc: Glen Goestenkors – Oakland Heights Development
    Kerri Lilly – Brown and Caldwell
    Robb Moore – Republic Services
Dear Mr. Keenan:


Brown and Caldwell (BC) of Columbus, Ohio is OHD’s monitoring consultant and Environmental Sampling Services Inc. (ESS) of Holly, Michigan, is the sampling contractor that performed the 2018 Q4 sampling. The following table provides a summary of the services performed and our conclusions/recommendations.

<table>
<thead>
<tr>
<th>Service</th>
<th>Notes</th>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Observations</td>
<td>The condition of the monitoring system was generally acceptable with a few minor maintenance items noted. Due to previously noted issues, MW-10D and MW-46D were abandoned and replacement well MW-46R was installed and sampled. However, equipment issues (similar to those noted in Q2) were encountered in MW-33R and the well was not able to be sampled. OHD intends to excavate down to where a bend in the well is located to see if they can remove and repair the equipment.</td>
<td>Warrants further monitoring</td>
</tr>
<tr>
<td>Groundwater Monitoring</td>
<td>No new statistical exceedances were reported. MW-27D Q3 results for chloride, sodium and TIN were anomalously high. Lab error or excessive turbidity were suspected to be the cause. Q4 results for these parameters were consistent with historical concentrations.</td>
<td>Acceptable</td>
</tr>
<tr>
<td>Secondary Collection System Monitoring</td>
<td>No applicable AFRs were exceeded in Q4.</td>
<td>Acceptable</td>
</tr>
</tbody>
</table>
Surface Water Monitoring | The only location at which surface water was present was SS-6, therefore this was the only surface water sample that was collected. Results were consistent with historical values. | Acceptable

Leachate Monitoring | Leachate sample analytical results for the 2018 Q4 event were, according to BC, consistent with historical results. | Acceptable

ECS is pleased to provide these services to the City of Auburn Hills. If you have any questions or desire further clarification, please contact us at (248) 763-3639.

Sincerely,
ENVIRONMENTAL CONSULTING SOLUTIONS, LLC

Andrew J. Foerg, CPG
President

cc: Glen Goestenkors – Oakland Heights Development
    Kerri Lilly – Brown and Caldwell
    Robb Moore – Republic Services
March 3, 2019

Mr. Shawn Keenan
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, Michigan 48326

RE: Annual 2018 Monitoring Network Review Summary
Oakland Heights Development Landfill
ECS Project: A101-0001

Dear Mr. Keenan:

Environmental Consulting Solutions, LLC (ECS) is pleased to present this Annual 2018 Monitoring Network Review Summary for the Oakland Heights Development Landfill (OHD) in Auburn Hills, Michigan. This report summarizes notable issues identified during 2018 and provides ECS’s professional opinion regarding the need for additional actions or whether the issues appear to have been resolved. ECS reviewed 2018 Brown and Caldwell (BC) Hydrogeologic Monitoring Reports and conducted field oversight of 2018 monitoring events.

The following table provides a summary of the systems that were monitored, notable issues identified and ECS’s conclusions/recommendations.

<table>
<thead>
<tr>
<th>System</th>
<th>Notable Issues - 2018</th>
<th>Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Observations</td>
<td>ECS staff observed the sampling activities associated with the 2018 events. Generally, sampling appears to have been performed in an acceptable manner and the condition of the monitoring system was typically good. Problems with MW-10D and MW-46D resulted in both wells being abandoned. MW-46R was installed to replace MW-46D. <strong>Equipment/well issues were noted in MW-33R and they have yet to be resolved.</strong></td>
<td><strong>MW-33R needs additional repair work.</strong></td>
</tr>
</tbody>
</table>
| Groundwater Monitoring        | -With the exception of Q4, new statistical exceedances occurred during each 2018 event and BC presented demonstrations for each exceedance. ECS agreed that none of the exceedances appeared to be associated with leachate releases at the landfill.  

  -During the 2018 Q2 event, a VOC (acetone) was reported in the sample from MW-27D. Laboratory cross contamination was suspected. Q3 sampling confirmed this.                                                                 | **Acceptable**                    |
| Secondary Collection System   | SCS Action Flow Rates were not exceeded for any of the cells in 2018.                                                                                                                                               | **Acceptable**                    |
| Monitoring                    |                                                                                                                                                                                                                    |                                   |
Surface Water Monitoring
No issues were identified, and 2018 surface water sample analytical results appeared to be consistent with recent historical results.  

Leachate Monitoring
No issues were identified, and 2018 leachate sample analytical results appeared to be consistent with historical results.  

Acceptable

ECS is pleased to provide these services to the City of Auburn Hills. If you have any questions or desire further clarification, please contact us at (248) 763-3639.

Sincerely,
ENVIRONMENTAL CONSULTING SOLUTIONS, LLC

Andrew J. Foerg, CPG
President

Enclosures

cc: Glen Goestenkors – Oakland Heights Development
Kerri Lilly – Brown and Caldwell
Robb Moore – Republic Services
INTRODUCTION AND HISTORY

Provided in the packet is an email (Exhibit 1) from the State of Michigan relating to future road salt orders. The state will be bidding road salt purchases for the 2019/20 winter season in the near future through the MiDEAL process. In order to participate in the state bid, each participating government entity must place an order for road salt by April 12, 2019 and prior to bid pricing being available in August. As logic suggests, to provide their best price, vendors will bid based on quantity expectations from the buyers. However, when the state awards the bid, the order then becomes a commitment to purchase at least 80% of the quantity regardless of the price.

Past experience has shown us that salt pricing varies year to year and it’s challenging to find or know what the best action to take is. We’ve bid road salt purchase in house with what we believe was a good result and then migrated to a local consortium administered through the City of Farmington Hills and found better pricing with the larger group participation. In 2017, we found pricing through the MiDeal bid program to be approximately $50,000 in savings for the City over the Farmington Hills Consortium bid. For the 2018/19 season the MiDEAL price of $45.80/ton was $5.34/ton less than the Farmington Hills Consortium bid of $51.14/ton, saving the City roughly $15,000.

At first consideration, the concept of blindly committing to an order without knowing the price seems nonsensical. However, when we consider the alternatives relating to risk versus return, maintaining a relationship with the MiDEAL road salt program may bring the most value. In 2017, the City severed its relationship with the Farmington Hills Consortium to save the $50,000 mentioned above. Since the City did not honor the bid quantity that was submitted through the Farmington Hills Consortium, they attempted to hold the City to a legal commitment, much like the MiDEAL bid is structured. The difference being, the MiDEAL contract is requiring commitment up front where the Farmington Hills Consortium expects all who participate to follow through with the orders that they submit.

As it stands, the Farmington Hills Consortium may be reluctant to accept the City back into a relationship as a member of their salt bid group. Since the Farmington Hills Consortium has bid a 2 year contract through 2020, with the option to extend after the 2019/20 season, our only option is to place an order through MiDEAL or bid road salt on our own. It’s likely that bidding a quantity of 2,500 tons of salt on our own will produce a much higher price than the MiDEAL bid of over 239 K tons for the local government agencies in Oakland, Macomb, and Wayne Counties. For reference, the last Farmington Hills Consortium bid was 73 K tons.

Anticipating the high risk of sending out our own bid and taking the chance of paying prices much higher than committing to an order through MiDEAL, seems to not be our best course of action. Also, it stands to reason that an order of more than 239 K tons over the course of the season, will be a priority for delivery, possibly moving our orders to the back of the line. We certainly can’t afford to run out of salt, so there appears to be value in belonging to a contract that receives priority. The MiDEAL Road Salt Contracts guarantee our quantities as stated in the information highlights provided in the packet (Exhibit 2). Staff believes that the best choice is to provide a committed salt order to the state bid process rather than taking our chances on our own. However, per the City’s purchasing ordinance (local law), purchases over $10,000 for goods require City Council approval. By committing to an order without knowing the cost is contrary to the normal process we
typically follow. Therefore, Staff needs City Council authorization to place an order, with a commitment to purchase 80% of that quantity to participate in the MiDEAL bid process.

Going forward, Staff recommends the following strategy to minimize our risk exposure. During the 2018-2019 winter season, we purchased 2,250 tons of salt and used around 1,900 tons. On average we use just over 2,100 tons of salt per season. A severe winter could extend our salt use over 3,000 tons for the season. Staff’s plan is to purchase 1,000 tons of salt through MiDEAL for the current contract price of $45.80/ton which will fill our salt storage facility and get us through 2019 without having to place an order until January 2020 or later. Staff will place a salt order of 2,000 tons for the 2019/20 season with the State of Michigan to participate in the bid process. If the 2019/20 winter season experiences minimal snow precipitation, the City will only be obligated to purchase 80%, or 1,600 tons. With excessive snow precipitation, the City can opt to purchase 30% over the order amount or 2,600 tons. With the surplus of salt inventory that we currently have, Staff is confident that this strategy will see us through the season without experiencing a salt shortage.

The 2019 Adopted Annual Budget includes $141,500 for the 2019/20 season. Year to date we have spent $51,418 leaving a balance of over $90,000. Therefore, there is adequate funding in the 2019 budget to purchase the 1,000 tons of salt as mentioned above, with a remaining balance to take delivery of additional salt before year end if needed.

STAFF RECOMMENDATION
Staff recommends that the City Council waive the typical process outlined in the Purchasing Ordinance and authorize the City Manager to submit a road salt order for the 2019/20 season to participate in the State of Michigan road salt bid process. Furthermore, approve the purchase of 1,000 tons of salt from the current MiDEAL Contract with Detroit Salt.

MOTION
Move to approve the purchase of 1,000 tons of road salt at the current MiDEAL Contract price from Detroit Salt for $45,800, and authorize the City Manager to submit a road salt order of 2,000 tons to the State of Michigan for the 2019/20 season to participate in the MiDEAL bid process.

I CONCUR:  
Donald K. Grice
Donald K. Grice, Assistant City Manager
From: dHansesm@michigan.gov
Sent: Thursday, March 14, 2019 4:12 PM
To: ahpayables
Subject: MIDeal Road Salt request

Importance: High

ROAD SALT REQUISITION INFO Email:

We will be using the same automated on-line process for ordering road salt for the 2019/2020 winter season.

Please note: Your order is a commitment to purchase-you cannot cancel your order, regardless of final price.

The person placing the order is presumed to have the authority to do so. All necessary governmental authorizations are presumed at the time of the order. You may not cancel your commitment to purchase even if your organization failed to obtain all necessary authorizations prior to placing your order.

Failure to accept receipt of your order may be deemed a breach of contract.

Please forward this important e-mail to the person in your entity who will be ordering and handling the delivery of road salt for the next winter season.

You will need your Username and Password to submit your road salt order.

Your User Name is:

FOR SECURITY REASONS YOUR PASSWORD WILL BE SENT IN A SUBSEQUENT EMAIL

Once you have received both your User Name and Password you will be able to submit your order per the instructions below.

PLEASE NOTE THAT ON THE SEASONAL BACK UP AMOUNTS IT WILL AGAIN BE 80/120 TO 80/120 WHICH MEANS THAT AN ENTITY MUST TAKE 80% OF TOAL SEASONAL ORDERED AND THEY CAN GET UP TO 20% MORE.

Instructions for the person ordering road salt:

Follow these instructions for entities who ordered road salt last year:

1. Using your user name and password, please log into this link: Road Salt Order. Please keep track of your user name and password for future use.
2. Go to the MAIN page and select ‘EDIT’ to update your organization account information if necessary. (Organization should pertain to the person the State should contact for road salt issues)
3. Once organization information is set up, you are ready to place your order for road salt. You will 'ADD DROP POINTS' for each location you would like road salt delivered.
4. Your entities drop points will be listed. If you previously entered drop points and do not need changes in drop point address select 'SUBMIT ROAD SALT TONNAGE'. Use the drop down arrow to select the drop point and enter the tonnage your entity would like to order for that location then 'SUBMIT ORDER'. Repeat this process for each location. If you want to put in a different address other than what is listed, 'ADD DROP POINT' with new address and then follow previous process.
5. To view and print your current order, select 'VIEW PRINTABLE ORDER BY DATE' Use the pull down menu to select the date and click 'GET PRINTABLE ORDER FORM'. The form will load and you can print the form.
6. To EDIT/DELETE any order you submit, go to the instruction tab on the left, for further information, and then click 'SEARCH PREVIOUS ORDERS BY DATE'.

Follow these instructions for entities who did not order road salt last year and would like to order for 2019/2020:

1. Using your user name and password, please log into this link: Road Salt Order. It will prompt you to change your password. Please keep track of your user name and password for future use.
2. Once your password had been changed, go to the MAIN page and select 'EDIT' to complete your organization account information. (Organization should pertain to the person the State should contact for road salt issues)
3. Once organization information is set up, you are ready to place your order for road salt. You will 'ADD DROP POINTS' for each location you would like road salt delivered.
4. After you have entered your drop points, Select - SUBMIT ROAD SALT TONNAGE Requisition for each drop point entered and submit amounts.

**NOTE:** The cut off date for order changes is April 12th. You will not be able to submit or make changes after that date.

If you have questions, you may call 517-388-4558.
A few highlights of the MiDEAL Road Salt Contracts:

- Your quantity is guaranteed, which helps alleviate supply headaches.
- You have additional product available if you max out your supply - all vendors are required to keep 20% extra here in Michigan to ensure that MiDEAL Members have what they need in case of a heavy winter.
- You are only required to accept 80% of your seasonal backup commitment.

MiDEAL is more than just salt! Roughly 500 different contracts are extended to Members - from computers and copiers to lawn equipment and vehicles. To review the list of contracts, visit the "Contracts and Categories" tab.

Your feedback and questions are always welcome. Reach us by phone at 517/388-4558 or by email at MiDEAL@michigan.gov.
Meeting Date: April 8, 2019

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Stephanie Carroll, Manager of Business Development and Community Relations

Submitted: April 2, 2019

Subject: Motion – Move to Authorize the City Manager to Execute an Agreement with Oakland University and Oakland Athletics for Signage in the O’Rena

Introduction and History

City Council has expressed a desire to have a presence in the O’Rena at Oakland University, specifically on the VIP Courtside area.

Located on the courtside VIP table, this prominent signage is visible to all fans cheering on the Grizzlies basketball teams and provides opportunities for branding to the Grizzlies faithful, season ticket holders, donors and fans from surrounding communities.

Capacity at the O’Rena is just over 4,100 people. With that being said, they average about 3,100 attendees per game for Men’s Basketball. To further the relationship and partnership with Oakland University, and to further acknowledge OU’s existence in Auburn Hills, an Auburn Hills signage opportunity in the O’Rena is appropriate.

Staff Recommendation

It is recommended that the City Council authorize the City Manager to execute the agreement with Oakland University and Oakland Athletics for signage in the O’Rena with a term of July 1, 2019 to June 30, 2022, in the amount of $3,500.00 annually ($10,500 in total).

If approved, Community Relations will create a few designs we will share with City Council, from which you can select. The Design requires approval by Oakland University.

Mr. Beckerleg has reviewed the agreement and finds it to be acceptable.

Motion

Move to authorize the City Manager to execute an agreement with Oakland University, Oakland Athletics and the City of Auburn Hills for signage in the O’Rena with a term of July 1, 2019 to June 30, 2022, in the amount of $10,500.00.

I Concur: Donald K. Grice, Assistant City Manager
March 29, 2019

Contact Information:
Thomas A. Tanghe
City Manager
City of Auburn Hills
1827 N. Squirrel Road
Auburn Hills, MI 48326
248-370-9440

Billing Information:
Same

This Agreement ("Agreement") outlines a sponsorship agreement between Oakland University, Oakland Athletics (hereinafter "OAKLAND") and The City of Auburn Hills (hereinafter "CLIENT") on this 29th day of March 2019 and will serve as an agreement of understanding. The following are the obligations of each party as well as the terms and conditions:

OAKLAND will provide:
Signage
O’rena
  • One (1) (8’ wide x 2’ tall) VIP Courtside sign

Term & Financial Commitment:
• Term: July 1, 2019 – June 30, 2022
• Financial Commitment: $10,500 NET cash
  • $3,500 per year
• Payment Schedule: OAKLAND will invoice client $3,500 in November in each year of the agreement.
  • This agreement and Client’s obligation to pay the financial commitment provided herein are
    unconditional and non-cancelable.

If the terms and conditions above and below accurately reflect our collective understanding, please sign in the space provided below.

Steve Waterfield
Director of Athletics
Oakland University
Dated: 4-2-19

Thomas A. Tanghe
City Manager
City of Auburn Hills
Dated: 4-2-19
1. **Program/Publication Preparation.**

a. **Responsibility.** OAKLAND is responsible for providing broadcast time or publication space for sponsorship materials prepared by CLIENT. Production costs, talent charges, and service charges if any, associated with materials are not covered under this Agreement, but can be obtained from OAKLAND for an additional service fee.

b. **Approval of Material.** Sponsorship materials prepared by CLIENT are subject to the approval of OAKLAND both as to artistic quality and to broadcast/publication content. Approval will not be unreasonably withheld. In the event the materials are unsatisfactory, OAKLAND, although not required to do so, shall have the right to produce a substitute broadcast/publication as under paragraphs (c) and (d) below. Any approval by OAKLAND hereunder shall not be deemed to be an approval as to conformity with federal, state, or local laws or regulations governing CLIENT or CLIENT’S sponsorship material.

c. **Right to substitute for Nonreceipt-Broadcast.** In the case of sponsorship materials for broadcast, if OAKLAND does not receive material for any broadcast at least 24 hours before the specified due date, OAKLAND shall have the right to produce a substitute broadcast, making its regular charges for time and a reasonable charge for talent used, announcing the name, address and business of CLIENT or other replacement copy at the discretion of OAKLAND.

d. **Failure to Deliver Material-Publication.** In the case of sponsorship materials for publication, if OAKLAND has not received material for publication or sponsorship panels by the specified due date or if copy corrections are submitted after the specified due date, OAKLAND shall not be obligated to publish the materials or correct materials, whichever the case may be. However, OAKLAND’s failure to publish the materials or corrected materials due to CLIENT’S failure to meet the specified due date shall in no way relieve CLIENT of any of its obligations and duties under this Agreement, including the obligation to pay the Agreement price in full.

e. **Revisions to Materials.** Any revision, patching, repairing or special handling of negatives, positives, Scotch prints, etc., will be at the sole cost of CLIENT.

f. **Positions/Timing of Broadcast/Publication.** Any requested positions or timing broadcasts or publications are not guaranteed unless specifically noted in this agreement.

2. **Sponsor Panel Replacement.** If, during the sponsorship Term, CLIENT desires to change the display message, it shall notify OAKLAND in writing, setting forth the desired changes. OAKLAND shall have the right to approve or reject such changes. At OAKLAND’S option, the production of any new display panel(s), or the alteration of any existing panels, shall be performed by OAKLAND, or its agents, or by a contractor retained by OAKLAND at CLIENT’S expense. CLIENT shall be solely responsible for the cost of production and installation of any new or altered display panel.

3. **Content of Sponsorship Message.** CLIENT warrants and represents that its broadcast/publication sponsorship materials shall not:

a. Contain any matter that is obscene or libelous.

b. Violate any applicable law or regulation including but not limited to any NCAA, Horizon League (or OAKLAND’s athletic conference at the relevant time) or OAKLAND regulations, policies, or procedures now or hereafter enacted.

c. Infringe upon the copyright, trademark, right of publicity or other right of any third party. CLIENT shall defend, indemnify and hold harmless OAKLAND from any and all claims, liabilities, damages, cost and expenses, including, without limitation, reasonable attorney’s fees, arising out of or relating to the content of the sponsorship materials or the breach or alleged breach of this warranty. This indemnity shall survive any termination or expiration of this agreement.
4. **Force Majeure.** OAKLAND shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays, or for any reason, including but not restricted to mechanical breakdowns beyond the control and without fault of OAKLAND that impair or otherwise cause OAKLAND to be unable to broadcast/publish sponsorship materials at the time specified, OAKLAND shall not be liable to CLIENT except to the extent of allowing a rate reduction or suitable "make goods". If any such event occurs and such event precludes the broadcast/publishing of CLIENT'S sponsorship materials for a period exceeding ninety (90) consecutive days, the Term shall be automatically extended for an equivalent period at no additional cost to CLIENT. The failure to display message during such time shall not constitute a breach of the Agreement by OAKLAND and shall not affect CLIENT'S payment obligation hereunder.

5. **Notices.** Any notices required or permitted to be given hereunder shall be delivered to the person who signed this Agreement on behalf of the party receiving the notice, or any other person designated in writing by such party, personally, or by commercial overnight carrier or first class U.S. mail only.

6. **Non-Waiver.** No failure, delay or course of dealing on the part of either party in exercising any of its rights, remedies, powers or privileges under this Agreement will be deemed to be a waiver of any such rights, remedies, powers or privileges, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other further exercise of any right, remedy, power or privilege.

7. **Interpretation of Agreement.** This Agreement embodies the entire and final agreement between OAKLAND and CLIENT and supersedes all prior discussions, negotiations, representations and agreements, whether verbal or in writing. There are no promises, undertakings, representations, or warranties by OAKLAND not expressly set forth in this Agreement. This Agreement may be modified only in writing signed by all parties to the Agreement. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors, and permitted assigns of the parties.

8. **Applicable Law and Forum.** Michigan law, including without limitation the Michigan Persons with Disabilities Civil Rights Act, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Governmental Tort Liability Act ("Act"), and the Michigan Uniform Commercial Code, all as may be amended from time to time, including the provision that illegal discrimination by the CLIENT may be considered a material breach of the Agreement, will govern the validity, construction and performance of this Agreement. Michigan will be the forum for any legal or equitable proceedings in connection with the Agreement and the CLIENT hereby submits to in personam jurisdiction in Michigan, waives any objection CLIENT may now or hereafter have to venue in Michigan or that any legal or equitable proceeding was brought in an inconvenient court, and agrees to service of process by overnight mail as well as any other manner permitted by Michigan law. Notwithstanding anything contained in this Agreement to the contrary, whether express or implied, no provision of this Agreement waives OAKLAND'S rights under the Act or effectively creates any direct or indirect liability for the University otherwise prohibited by the Act. OAKLAND may disclose any information described as confidential or proprietary in response to a judicial or administrative order or a freedom of information request.

9. **Indemnification.** CLIENT, at its sole cost and expense, will defend, indemnify and hold OAKLAND, and OAKLAND'S trustees, directors, officers, employees, agents, representatives and designees, in their official and personal capacities, (collectively "Oakland Indemnified") harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses, including without limitation personal or bodily injury, defamation, infringement of copyright, trademark, patent or other intellectual property, and reasonable attorneys' fees and expenses of litigation (collectively "Liabilities"), to which the Oakland Indemnified may become subject actually or allegedly arising out of, relating to or resulting from the CLIENT'S breach of this Agreement, and/or the willful misconduct, wrongful acts, errors or omissions, unlawful acts or omissions and/or negligence of CLIENT. This indemnification will survive expiration or termination of this Agreement.

10. **Effect of Breach.**
a. **By CLIENT.** OAKLAND reserves the right to cancel this Agreement at any time upon the default or delay by
CLIENT in the payment of the amounts due under this Agreement, (and fails to cure such nonpayment within
10 business days after receiving from OAKLAND written notice thereof), or in the event of any other material
breach on the part of CLIENT of any of the conditions contained herein. In case of delinquency in payment
under this Agreement or if OAKLAND reasonably believes that CLIENT'S credit has been materially impaired,
OAKLAND shall have the right to change the requirements as to the terms of payment under this Agreement
as it may see fit, by giving CLIENT written notice. In the event of a cancellation by reason of material breach
by CLIENT (if such material breach is not cured within 10 business days after receiving from OAKLAND
written notice thereof), CLIENT shall pay to OAKLAND, in addition to such other remedies as may be
obtained, all amounts then due under this Agreement.

b. **By OAKLAND.** CLIENT reserves the right to cancel this Agreement in the event of a material breach on the
part of OAKLAND if OAKLAND fails to cure such material breach within 10 days after receiving from
CLIENT written notice thereof.

11. **General.**

a. **Subject to Federal, State and Municipal Laws.** This Agreement is subject to all federal, state and municipal
laws and regulations now in force, or which may be enacted in the future, including the rules, orders and
regulations of the Federal Communications Commission.

b. **Assignment.** This Agreement, including the rights under it, may not be assigned or transferred by CLIENT
without first obtaining the prior consent of OAKLAND in writing; nor may OAKLAND be required to perform
hereunder for the benefit of any other sponsor than CLIENT.

c. **Cancellation.** Except in the event of a breach not cured by OAKLAND, this Agreement shall be non-cancelable
by CLIENT.

d. **Waiver of Claims Against OAKLAND.** CLIENT warrants, represents and acknowledges that this Agreement
is solely between CLIENT and OAKLAND and CLIENT hereby fully waives, renounces, abandons and entirely
relinquishes any and all potential legal rights allegedly existing against OAKLAND whether existing in tort,
contract or otherwise, and specifically agrees not to assert same in any litigation against OAKLAND. CLIENT
acknowledges that OAKLAND is and may rely upon the content and veracity of this waiver.

e. **OAKLAND Intellectual Property.** CLIENT warrants and represents that no OAKLAND trademarks, service
marks, trade names, logos, symbols or other OAKLAND indicia and/or any audio, visual, textual or other
similar copyrighted works (collectively “OAKLAND Intellectual Property”) will be used in any sponsorship
message or other materials without the prior express written approval of OAKLAND. **Disclaimer of
Endorsements.** Nothing contained in this Agreement authorizes CLIENT to represent in any communication
medium that CLIENT or any particular product or service has been endorsed, selected or approved by
OAKLAND.

f. **Benefit of OAKLAND.** Any limited license granted to use OAKLAND Intellectual Property will be
nonexclusive, non-assignable and nontransferable without OAKLAND’s written approval and CLIENT agrees
and acknowledges that CLIENT shall not acquire ownership or any other proprietary rights in and to any
OAKLAND Intellectual Property, including any derivatives, other than the limited licenses expressly granted
in writing.

g. **Severability.** If any term, clause, provision or paragraph of this Agreement is declared by a court of competent
jurisdiction to be illegal, void, or unenforceable, such declaration will not affect the validity and enforceability
of the remaining terms, clauses, provisions or paragraphs of this Agreement.

h. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define or limit
the scope or intent of any term, clause, provision, or paragraph.
i. **Counterparts.** This Agreement can be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

j. **Other Conflicts.** In the event of any conflict, discrepancy or inconsistency in the terms and conditions contained in this Agreement, the terms and conditions most favorable to OAKLAND, as determined by OAKLAND, will control.

k. **Non-Reliance.** CLIENT acknowledges that OAKLAND has not made any representations, warranties, assurances, or guarantees, of any kind, nature, or description, express or implied that this Agreement will result in or cause CLIENT'S business to succeed or achieve any specific objectives. CLIENT is capable of assuming, and does assume, all risks related to this Agreement, and to any business conducted by CLIENT.

l. **Beneficiaries.** This Agreement is for the sole and exclusive benefit of OAKLAND and CLIENT and neither OAKLAND nor CLIENT intends to create a benefit in favor of any other person, entity, or third party.

b. terms of this Agreement less any payments actually received.
Date: March 25, 2019

Re: Notice of Second Meeting of the Augmented Drainage Board for the Oakland-Macomb Interceptor Drain Regarding Petitions for the Maintenance, Extension and Improvement of the Drain

Dear Public Corporation Representatives:

This is your official notification of the Second Meeting of the Augmented Drainage Board for the Oakland-Macomb Interceptor Drain Drainage District scheduled for April 16, 2019 at 10:30 a.m., at the Offices of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, MI 48036.

**Background:** Prior to 2009, the counties of Oakland and Macomb were direct sewer customers of the City of Detroit, which owned, operated, and maintained a system of sewer interceptors serving these two counties. Known as the Oakland-Macomb Interceptor, it collected wastewater from 23 separate communities in those two counties and transported it for discharge to the Northeast Sewage Pumping Station, a pumping station located within the City of Detroit. From there, the wastewater flows to a sewer known as the North Interceptor East Arm en route to the Great Lakes Water Authority’s Water Resource Recovery Facility for final treatment and disposal. The pump station and seven miles of the downstream sewer exclusively serves Oakland and Macomb County communities.

In 2009, the City of Detroit agreed to transfer ownership of a portion of the sewer interceptor system, located outside the boundary of Detroit, to Oakland and Macomb counties as part of the settlement of federal litigation between the city and the counties of Wayne, Oakland and Macomb. The sewer system required improvements costing in excess of $170 million. However, the transfer did not include the pump station or the seven miles of pipe downstream of the pump station located within the city.

To facilitate this acquisition, the Oakland-Macomb Interceptor Drain Drainage District was established under Chapter 21 of the Michigan Drain Code. Over a six-year period, the drainage district financed and completed improvements to the system in 2017 for approximately $180 million.

In 2014, the Great Lakes Water Authority (GLWA) was established to operate the regional water supply and sewage disposal system owned and operated by the city which included the pump station and the seven miles of downstream sewer. GLWA established a separate cost pool for rate purposes that included charges for the operation and maintenance of these facilities. These costs are charged directly to the drainage district and are included in the sewer rates for each community.

Recent investigations and studies have shown that the pump station and sewer require significant repairs and improvements in order to ensure proper transportation and treatment of wastewater flow.
In 2017, the drainage district board initiated discussions with GLWA as a first step toward assuming the day-to-day maintenance while undertaking the improvements and repairs to these facilities. Preliminary estimates have determined a significant cost savings would be realized by the drainage district maintaining these facilities. In addition, because of the drainage district’s superior bond rating, financing and constructing the improvements would benefit all communities from interest savings over the life of the bonds.

**GLWA-OMID Transaction:** In March 2019, the drainage district board reached an agreement with GLWA to amend the current wastewater services contract to authorize the district to assume the day-to-day maintenance of the pump station and downstream sewer system that exclusively serves Oakland and Macomb County communities. In addition, the drainage district will finance and construct the necessary improvements to these wastewater facilities. The elements of this transaction are detailed below:

- **Operations:** GLWA will continue to operate the pump stations in concert with the other GLWA regional sewer system assets, allowing for consistency and stability in operations.
- **Maintenance:** The drainage district will be responsible to provide all maintenance services for the pump station and downstream sewer thereby realizing a cost savings to the district while allowing GLWA to optimize its maintenance resources in other areas of the regional sewer system.
- **Capital Funding:** The drainage district will assume direct responsibility for substantial upgrades to the pump station and necessary repairs to the downstream sewer. This effort will include financing and project oversight allowing GLWA greater flexibility in its financing options for other projects while reducing its long-term debt.
- **Five Year Agreement:** The annual GLWA operating costs assigned to the drainage district are defined for the next five fiscal years. In year five, the parties will meet to review and, if necessary, revise the operational and financial portions of the agreement.
- **Debt Retirement:** The drainage district will pay a lump sum to retire previous GLWA debt obligations assigned to the pump station. The financing of the lump sum payment will limit the district’s annual expenses while providing GLWA with the resources necessary to pay the existing debt obligations as they become due.

This new agreement represents the embodiment of the spirit of regional collaboration from which GLWA was created. It is an example of how, working together, we can ensure short-term effective operations and long-term sustainability of the regional system.

**Michigan Drain Code Proceedings:** On December 20, 2018, the director of the Department of Agriculture and Rural Development received petitions pursuant to the Michigan Drain Code from the City of Sterling Heights and the Charter Township of Waterford requesting that the drainage district maintain and improve the pump station and downstream sewer.

In accordance with Chapter 21 of the Michigan Drain Code, the first meeting of the Augmented Drainage Board was held on February 20, 2019. Members of the Augmented Drainage Board include the director of the Department of Agriculture and Rural Development, the Oakland County Water Resources Commissioner, the Macomb County Public Works Commissioner, the chairpersons of the County Board of Commissioners from both Oakland and Macomb counties, and the chairpersons of the finance committees of both County Board of Commissioners.
At its first meeting, the Augmented Board tentatively determined 1) the sufficiency of the petitions 2) the practicability of the proposed project, and 3) the public corporations to be assessed for the cost of maintaining and improving the pump station and sewer.

The second meeting of the Augmented Drainage Board will be held to hear objections to the proposed project, review the petitions for the extending the jurisdiction of the drainage district to include these facilities, and the matter of assessing the cost of the project to the designated public corporations.

For additional information regarding this project, recipients of this notification may contact either of the following:

- Jim Nash. Oakland Water Resources Commissioner, 248-858-0958
  https://www.oakgov.com/water

- Candice S. Miller, Macomb County Public Works Commissioner, 586-469-5325
  http://publicworks.macombgov.org/PublicWorks-Home

Jim Nash
Secretary of the Oakland-Macomb Drain Drainage District
NOTICE OF SECOND MEETING OF AUGMENTED DRAINAGE BOARD
AND MEETING OF DRAINAGE BOARD
OAKLAND-MACOMB INTERCEPTOR DRAIN

To: All Persons on the attached Service List.

On February 20, 2019, at the First Meeting of the Augmented Drainage Board, the board tentatively determined that the petitions received by the Director of the Michigan Department of Agriculture on December 20, 2018 from the City of Sterling Heights (Macomb County), and by the Charter Township of Waterford (Oakland County) requesting the Maintenance, Extension and Improvement of the Oakland-Macomb Interceptor Drain (“OMID”) pursuant to Section 535 of the Michigan Drain Code of 1956 (“Drain Code”), as amended, MCL 280.535, were legally sufficient, the Drain (Project) practicable, and the public corporations to be assessed for the Drain, which include the following:

**Macomb County:**
- Chesterfield Charter Township
- City of Fraser
- City of Sterling Heights
- City of Utica
- Clinton Charter Township
- Harrison Charter Township
- Lenox Township
- Macomb Township
- Shelby Charter Township
- Village of New Haven
- Washington Charter Township

**Oakland County:**
- City of Auburn Hills
- Charter Township of Independence (which includes the City of Clarkston)
- City of Lake Angelus
- City of Rochester
- City of Rochester Hills
- Charter Township of Oakland
- Orion Charter Township
- Charter Township of Oxford
- Village of Lake Orion
- Village of Oxford
- Charter Township of Waterford
- Charter Township of West Bloomfield

Notice is hereby given that the Second Meeting of the Augmented Drainage Board of the Oakland-Macomb Interceptor Drain Drainage District shall be held April 16, 2019 at 10:30 A.M., at the Offices of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, MI 48036 for the purpose of holding a meeting to hear objections and final determination regarding:

1. The Petitions received by the Director of the Michigan Department of Agriculture on December 20, 2018 from the City of Sterling Heights (Macomb County), and by the Charter Township of Waterford (Oakland County) requesting the Maintenance, Extension and Improvement of the Drain pursuant to Section 535 of the Michigan Drain Code of 1956 (“Drain Code”), as amended, MCL 280.535;

2. The proposed Maintenance, Extension and Improvement of the Drain (Project); and,

3. The determination of the public corporations to be assessed for the cost of the Project.
Information regarding this meeting may be obtained from either the Macomb County Public Works Commissioner or the Oakland County Water Resources Commissioner.

Persons with disabilities needing accommodations for effective participation in the meeting should contact the Commissioner in the county which they reside at the numbers noted below at least 24 hours in advance of the meeting to request mobility, visual, hearing, or other assistance.

Minutes of the meeting will be on file at the Macomb County Public Works Office (586.469.5325) and the Oakland County Water Resources Office (248.858.0958).

Dated: March 12, 2019

Jim Nash, Oakland County Water Resources Commissioner,
Secretary Oakland-Macomb Interceptor Drain
Avondale Anime & Comicon to raise funds for teachers, students

To help raise money for student scholarships and to support teachers, the Avondale Education Foundation is trying something new this year — the first ever Avondale Anime & Comicon. The foundation supports the Avondale School District community through various events and fundraising.

Chloe Green, an art teacher at Woodland Elementary and board member of the foundation, said the idea to host a comic-con came from student interest in things like anime, superheroes and comic book culture. "We were looking for a new way to engage the community beyond just our schools,” Green said. “We’re going to have a lot of activities and artists. It’s a family-friendly event for everyone.”

Like the larger comic-cons seen around the state, Avondale’s will include artists from Michigan selling paintings, puzzles, mazes, illustrations, stickers, jewelry and more. Comic book vendors such as Caliber Comics will also be on hand while Kochria Kawaii and others will be selling manga, figurines and statues. Michelle Ivey, owner of one of the largest personal collections of Teenage Mutant Ninja Turtle memorabilia, will share some of her collection with the crowd. The day also includes a costume parade and contest, with guest judge Rakeru of Limitless Disguise Cosplay, winner of the Dokidokon 2018 Judges Choice Award Masters Category for cosplaying.

Students and the public can also join Pokemon and Magic the Gathering tournaments, as well as a Super Smash Bros. tournament. Tickets are $5 and can be purchased at the door or on the Avondale Anime & Comicon Facebook page. Children five and under can attend for free. the Avondale Anime & Comicon takes place from 10 a.m. to 6 p.m. on Saturday, April 13 at Avondale High School.

— Natalie Broda, MediaNews Group
Four local technology companies travel to Germany

By Mark Cavitt
mcavitt@medianewsgroup.com @MarkCavitt on Twitter

Representatives from four Oakland County industrial technology companies are in Germany this week as part of a Michigan Economic Development Corporation (MEDC) international trade mission trip.

This week’s trip, coordinated in partnership with Automation Alley, is focused on the industrial technology industry with representatives attending Hannover Messe in Hannover, Germany, the world’s largest trade show for industrial technology. The MEDC hosts similar trips throughout the year inviting companies from across the state to help them build trade relationships with foreign companies across a wide-range of industries. Jeff Mason, MEDC CEO, said these companies offer innovative technologies that have global appeal. He added that Hannover Messe provides an excellent opportunity for them to showcase their services and products. “Michigan's manufacturing prowess has positioned us as a leader in the next industrial revolution, and we're pleased to offer venues like Hannover Messe to Michigan companies as they pursue smart trade partnerships with international businesses,” Mason. Hannover Messe features companies from all key technologies and core areas of industry including: research and development, information technology, industrial supply chain, production technologies, and services to energy and mobility technologies.

During the trip, which runs through Friday, company representatives will have the opportunity to attend networking events and receive logistical support while in Germany. Since MEDC’s International Trade program was re-established in 2011, it has facilitated more than $2.6 billion in export sales, equating to 12,389 Michigan jobs. $215,000 in facilitated exports equals about one job. The budget for each trade mission trip is different because of factors that include everything from how many people attend, what countries the missions are traveling to and pricing that is unique to each event in the case of trade shows/expos among other things, according to Achtenberg.

Oakland County companies that participated in the trip included:
• Fluxtrol Inc. (Auburn Hills): Creator of patented technology for induction heating process with distributors throughout the world and our solutions used in thousands of applications ranging from automotive to aerospace, oil and gas, special metallurgy, biomedical, and food industry
• Hosco Fittings LLC. (Wixom): Manufacturer and global marketer of smooth bore, “cavity-free” stainless steel fittings and accessories designed specifically for the use in manual or automated paint circulating and application finishing systems
• Air and Liquid Systems Inc. (Rochester Hills): Solutions provider that directly addresses production yields and quality of Tier 1 paint booth operations
• Poly Flex Products (Farmington Hills): Manufacturer of highly-effective solutions for material handling including short run injection molding, dunnage engineering, and more
• R3D Consulting (Troy): Provider of software and integration consulting services to mid-size manufacturing corporations
• Frank Willard and Associates (Birmingham): Sales leader in the global automotive and industrial marketplace with a focus on deep drawn components, screws machine, rollers, bearings, powdered metal, springs, check valves, fuel valves, and fittings

The MEDC’s Fiscal Year 2019 budget totals $51.1 million, which includes $15.97 million for programs and grants.
Great Lakes Crossing adds newest attraction
By Natalie Broda nbroda@medianewsgroup.com @NatalieBroda on Twitter

Since January 2015, Great Lakes Crossing Outlets has added 141,000 square-feet of entertainment space, including its newest attraction Peppa Pig World of Play, scheduled to open on Tuesday, April 9.

Over 100 children and their families took part in a preview day on Friday, testing out the slides, bikes, games and play structures in the 14,000 square foot space. Featuring 14 different themed play areas modeled after locations in the popular children's television show, Peppa Pig World of Play is designed for younger kids, pre-school to eight years- old. "It really looks like you jumped into the show," Shawna Coscarelli of Rochester Hills said. "I love it here, it's so cute. My three-year- old is a big fan of the show, we've been waiting for this to open.” Tickets are $25 for a child and adult ticket. Kids nine-years or older and additional adults are $5, while additional children aged six-months to eightyears- old are $15. “There’s lots to do and as you’ll see, it’s beautifully created,” Dawn Priebe, attraction manager for Peppa Pig World of Play said.

The venue plans to offer birthday party options and sensory friendly days in the near future. It’s the third Peppa Pig World of Play to open globally, following behind the first location in Shanghai, China in 2018 and Dallas, Texas, earlier this year. It’s also the third entertainment attraction operated by Merlin Entertainments to open at Great Lakes Crossing Outlets: Legoland Discovery Center Michigan opened in March 2016, Sea Life Michigan opened in January 2015. "We’ve seen such a wild success with Sea Life and Legoland Discovery, we felt this would also target that demographic,” Priebe said.

Separately, Michigan’s first Round 1 Bowling and Amusement opened in October 2017 at the mall, an entertainment complex originating in Japan featuring over 250 games. It’s the evolution of retail shopping, according to Gary Neumann, general manager of the Auburn Hills mall, that’s pushing the change in Great Lakes Crossing’s landscape. With the rise of online shopping, malls need to offer more than just shopping to bring in the crowds. “People are looking for experiential opportunities, so we’re bringing in different destinations for all ages,” Neumann said. “You get a bit of an older crowd with Round 1, kids who can step up from Peppa to Legoland and Sea Life, which brings in all ages. This has really changed the demographic here. We see more families and they aren’t just here for back to school shopping.”

Great Lakes Crossing Outlets, owned by Taubman Centers, sees about 20 million visits each year, including international traffic from places like Canada, China, Mexico, Germany and Brazil. Not all malls have been able to keep pace with the evolution of retail — just a few miles down the road, the long vacant Summit Place Mall in Waterford Township is awaiting demolition this April. Its owners saw approval this week from the Michigan Strategic Fund Board for a $63 million brownfield redevelopment plan for the property to become the Oakland County Business Center. The new development is expected to create 2,183 permanent, fulltime jobs.

In the past three years the mall has also added new charging stations and tech tables, which offer free standing seating and pluggs for electronics. Great Lakes Crossing was also one of the first 10 shopping centers in the country to offer stroller shopping carts equipped with tablets for kids. “We’re targeted in everything we do,” Neumann said. “Great Lakes Crossing Outlets is a success because of the skill and expertise to find retailers and attractions that match the demographic of the community.” H&M is currently undergoing a massive renovation and a new Hollister outlet is also in the works. “We’re always evolving and bringing in new elements,” Neumann said. “We’re be opening up new windows in the theater area, bringing in new and exciting retailers throughout this spring and summer.”

Peppa Pig World of Play opens 10 a.m. on Tuesday, April 9.
Visioneering Inc. approved for $10 million expansion in Auburn Hills
— Natalie Broda, The Oakland Press

Visioneering Inc. has been approved by the city of Auburn Hills for a new $10.2 million building expansion, according to the Inside Auburn Hills blog.

Located at 2055 Taylor Road, the company designs and builds assembly tooling systems for the aerospace and defense industries. The 91,200 square-foot addition and parking lot expansion will bring the facility’s footprint to 257,849 square-feet. Once completed, it will be the 10th largest industrial facility in the city. Construction is set to begin in summer and wrap up in spring 2020.