AUBURN HILLS MEETING SCHEDULE

248-370-9402

MAY 2016
(05-4-16)

02 Tax Incentive Review Committee, 5:30 p.m., Admin Conference Room ❖
09 City Council, 7:00 p.m., Council Chamber ◆
10 Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖ CANCELED
11 Pension / Retiree Health Care, 3:00 p.m., Admin Conference Room ❖ CANCELED
11 Planning Commission, 7:00 p.m., Council Chamber ◆
12 Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆ CANCELED
16 Downtown Development Authority, 5:30 p.m., Admin Conference Room ❖
17 Special Planning Commission, 7:00 p.m., Public Safety Building ❖ CANCELED
18 Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
23 City Council, 7:00 p.m., Council Chamber ◆
24 Public Safety Advisory Committee, 6:00 p.m., Public Safety Building ❖
26 Library Board, 7:00 p.m., Auburn Hills Public Library 📚

◆ 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 Services (DPS) – 1500 Brown Road
❖ Fieldstone Golf Course - 1984 Taylor Road
📚 Library - 3400 Seyburn Drive
❖ Downtown City 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. Regular City Council – April 25, 2016
5. APPOINTMENTS AND PRESENTATIONS
5a. Motion – Reappointment to TIFA – Patrick Hassett
5b. Motion – Reappointment to Election Commission – Terry Carpenter
5c. Motion – Reappointment to Election Commission – Jack Brocklebank
5d. Motion – Reappointment to BRA – Michelle Hawley
5e. Motion – Reappointment to BRA – Larry Douglas
5f. Motion – Appointment to TIFA – Robert Waltenspiel
6. PUBLIC COMMENT
7. CONSENT AGENDA
All items listed are considered to be routine by the City council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
7a. Board and Commission Minutes
   7a.1. Pension Board – April 13, 2016
   7a.2. Retiree Health Care – April 13, 2016
   7a.3. Beautification Advisory Commission – April 20, 2016
7b. Motion – Approve Renewal of Contract for Oakland County Equalization Division Assistance
7c. Motion – Approve 2016/2017 Used Car Lot License Renewals.
7d. Motion – Accept First Quarter Investment Report – Asset Strategies
8. OLD BUSINESS
8a. Public Hearing/Motion – Adopt Ordinance for Consumers Energy
8b. Public Hearing/Motion – Adopt Ordinance to Amend City Ordinance Chapter 70, Article VII, Division 2-Parking Violations Bureau
8c. Public Hearing/Motion – Adopt Ordinance to Amend Chapter 58 (Special Assessment Districts)
8d. Motion – Approve Bloomfield Orchard Pipe Bursting
9. NEW BUSINESS
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk’s office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at 370-9402 or the City Manager’s Office at 370-9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.
CALL TO ORDER: Mayor Pro Tem Mitchell at 7:00 p.m.

LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor Pro Tem Mitchell, Council Members Burmeister, Hammond, Kittle, Knight
Absent: Mayor McDaniel, Council Member Verbeke
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, Deputy City Clerk Novak, DPW Director Melchert, Assistant City Planner Keenan, Director of Authorities Mariuz, Management Assistant Harris, City Engineer Juidici, City Attorney Beckerleg

7 Guests

4. APPROVAL OF MINUTES
4a. Regular City Council – April 11, 2016
Moved by Hammond; Seconded by Burmeister.
RESOLVED: To approve the April 11, 2016 City Council meeting minutes.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None
Resolution No. 16.04.062 Motion Carried (5–0)

4b. City Council Workshop – April 11, 2016
Moved by Knight; Seconded by Burmeister.
RESOLVED: To approve the April 11, 2016 City Council Workshop minutes.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None
Resolution No. 16.04.063 Motion Carried (5–0)

5. APPOINTMENTS AND PRESENTATIONS - none

6. PUBLIC COMMENT
Carol Beck, 265 Grey Road, asked for assistance in curbing commercial semi-truck traffic traveling Grey Road.
Mr. Knight agreed there is a lot of truck traffic using Grey Road on their way to the lumber yard. The drivers follow the directions provided by GPS units.
Ms. Beck stated many of the trucks are going to the industrial park.
Ms. Hammond thought at one time there was a sign posted on Adams Road, restricting truck traffic on Grey Road.
Ms. Mitchell asked Mr. Tanghe to forward this concern to the appropriate department.
Mr. Burmeister recalled a similar complaint a few years ago and it was determined there isn’t anything the City can do to restrict the truck traffic, due to the fact the City receives funding from the State for local roads.
Mr. Tanghe stated he will be in contact with Ms. Beck.

7. CONSENT AGENDA
7a. Board and Commission Minutes
7a.1. Planning Commission, March 16, 2016
7a.2. Tax Increment Finance Authority – April 12, 2016
7a.3. Planning Commission – April 13, 2016
7a.4. Zoning Board of Appeals – April 14, 2016
7a.5. Downtown Development Authority – April 18, 2016
7b. Motion – Authorize the City Manager to Request Reimbursement of Eligible Mosquito Control Activity / Oakland County’s West Nile Virus Fund Program

RESOLVED: To adopt the 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.

Moved by Kittle: Seconded by Hammond.
RESOLVED: To approve the Consent Agenda.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None

Resolution No. 16.04.064 Motion Carried (5–0)

8. OLD BUSINESS

8a. Motion – Award Auburn and S. Squirrel Roads Infrastructure Improvements to Fiore Enterprises and Construction Services to OHM Advisors

Mr. Melchert explained this request is to modify the on-street parking along Auburn Road at the southwest corner of Auburn and Squirrel Roads. This project was originally approved, bid, and scheduled to begin construction in 2015, but the proposed development at that corner fell through and the project was put on hold. Since then, a new development has been proposed and the City wishes to move forward with improvements this year.

The change will convert on street parallel parking to diagonal parking, with those parking spaces being added to the general parking space inventory. With the additional parking, a reconfiguration of the existing parking and traffic lanes needs to take place. A curb extension or “bump out” to define the parking areas along with new side walk and brick pavers will be installed between the new curb and the exiting sidewalk. With the change of the parking and traffic lane shift, this creates a need for modifications at the intersection.

The estimated improvement costs are approximately $327,000.00 which includes road work, water main, construction administration, coordination of the “bump out”, and traffic signal realignment. The proposed “bump-out” construction offers an opportunity to replace an existing piece of 12-inch AC (asbestos cement) water main running along Auburn Road from Squirrel Road to the river crossing. This will require removal and replacement of the existing pavement and curb and can be combined to leverage infrastructure investment and improve reliability of the water system in this area. Merging these projects minimizes future disruption to the proposed development to replace the aging and undersized water main on Auburn Road. The cost to replace the water main is $170,000.00, which will be covered by the Water Fund. The road work and traffic signal realignment will be funded by TIFA A in the amount of $157,093.00.

Mr. Melchert confirmed for Mr. Kittle no work is being done on the north side of Auburn Road, only new striping.

Mr. Knight was concerned that the realignment of the traveling lane isn’t moved over far enough from the parking spaces.

Mr. Juidici assured Mr. Knight the traveling lane will be moved over more than what is depicted on the drawing; there will be ample room between the traveling lane and the parking spaces. The lanes will line up on either side of the intersection.

Responding to Mr. Burmeister, Mr. Melchert stated the redefined parking spaces will not include electrical vehicle parking or handicap parking spaces.

Mr. Kittle noted Auburn Road further east is in need of repair and asked if those repairs are included in this proposal.

Mr. Melchert explained Auburn Road rehabilitation is scheduled to be done in 2017, from Cherryland to Adams Road.

Ms. Hammond asked if striping will be done on Auburn Road in front of the fire station.

Mr. Melchert noted there weren’t any plan to stripe that area, but he will take a look.

Moved by Knight: Seconded by Burmeister.
RESOLVED: To Award the Auburn Road and South Squirrel Road Infrastructure Improvements to Fiore Enterprises in the amount of $300,593.00 and the associated Construction Services to OHM Advisors in the not-to-exceed amount of $26,500.00. Funding to be allocated from TIFA A Traffic Signal account (251-735-988.083) in the amount of $42,093.00, the TIFA A Road Maintenance account (251-735-935.000) in the amount of $115,000.00 and the Water Fund account (592-536-977.001) in the amount of $170,000.00.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None

Resolution No. 16.04.066 Motion Carried (5 - 0)

8b. Motion – Approve Clinton River Water main Crossing Replacement along Auburn Road

Mr. Melchert explained the water main has a fracture at the bank of the Clinton River. Fortunately staff was able to isolate the break by closing the valves on either side of the river with no loss of water service for the residents, however, fire protection flows are compromised in the area. DPW Public Utilities staff assisted Fire Department personnel with field testing of the fire hydrants in the area and found that most of the water flow and pressure was adequate to fight a fire if needed. The area of Opdyke near M-59 is a concern causing some urgency to repair the break as soon as possible.

The existing 12 inch water main was constructed in the early 1970’s and is an asbestos cement (AC) pipe. Even though AC pipe doesn’t pose a health threat, it is no longer in production as a water main material. As indicated in the City’s water
master plan the pipe size should be increased to a 16 inch pipe. It is staff’s recommendation to include replacing approximately 500 feet of the water main adjacent to the break, east of Opdyke Road to Hillfield Road.

Fiore Enterprises has provided contract unit pricing for a similar project; the only portion not included in the bid price of $289,968.30, is the cost for crossing the river. The river crossing construction portion of the price quote includes both an open cut to cross the river at $80,000, and an option to directional bore under the river at $73,000. The contractor will attempt the directional bore option to provide cost savings.

Responding to Mr. Burmeister, Mr. Melchert confirmed this project and the previous discussed project will be done concurrently. If approved, because of the urgency of this issue, the contractor will be ready to begin this Thursday.

Mr. Kittle asked if the new installation will be a straight shot as opposed to the current zig-zag configuration and what will become of the vacated pipes.

Mr. Melchert confirmed the new pipes will be a straight line and the vacated pipes will be grouted and not removed.

Responding to Ms. Mitchell, Mr. Melchert explained the water main master plan which is periodically reviewed by OHM has suggested an increased diameter of the water main based on the population and growth of the City. The increased size will allow a greater volume of water pressure to flow to the Opdyke corridor where there have been some past issues with fire hydrant flow.

Mr. Melchert confirmed for Mr. Knight the water main extends below the Clinton River, approximately six feet below the river bed, where there is stable soil. That pipe is a high density poly ethylene (HDPE), and yes, the river will also help insulate the pipe from freezing.

Mr. Knight asked if these replacements are normal maintenance items that are projected and budgeted for, using the 20 year estimation for water and sewer projects.

Mr. Melchert stated this is a typical maintenance item that is budgeted for. There is quite a bit of asbestos pipe that was used in the early 1970’s. Gradually those pipes are being replaced, particularly when road projects are being done.

Mr. Kittle is curious of the price; 500 feet at $300,000 seems quite expensive when compared to the much larger Featherstone project, costing approximately $2.5.

Mr. Melchert, conferring with Mr. Juidici, stated the Featherstone Road project cost was approximately $2.5.

Moved by Burmeister; Seconded by Kittle.
RESOLVED: To approve the Clinton River water main crossing replacement along Auburn Road and award the project to Fiore Enterprises for the estimated project cost of $289,968.30 to be paid from account number 592-536-977.001.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None

Resolution No. 16.04.067 Motion Carried (5 - 0)

NEW BUSINESS

9a. Motion – Approve Special Land Use and Site Plan / Aqua-Tots of Auburn Hills

Mr. Keenan explained this request from Abro Design Group, Inc., is to renovate the former Applebee’s restaurant, 750 Brown Road, into an indoor recreational facility. The 1.43 acre parcel is located in a B-2, General Business zoning district, located in the Auburn Mile Shopping Center, just south of the Meijer store.

The renovation includes the construction of a 2,708 square foot building addition to the east side of the existing building, which is where the swimming pool will be located. The total investment is estimated between $800,000 and $900,000, with renovation beginning this spring and completed in about six months.

Brian Tomina stated he and his family own four other Aqua Tot locations and are seeking to include an Auburn Hills location. The goal of Aqua Tots is to prevent drownings. These five stores are part of a much larger franchise, who has 75 locations throughout the United States.

Ms. Mitchell was pleased to see the thoroughness of the Planning Commission’s questions, as indicated in the meeting minutes.

Mr. Kittle is delighted with this unique business and asked if the competition, Gold Fish Swim School, is a national company as well.

Mr. Tomina stated Gold Fish Swim School is the second biggest, based in Birmingham, Michigan. They have approximately 20 stores with six of those being local.

Mr. Kittle asked when doing marketing studies, what is the proximity of a Gold Fish school in relation to an Aqua Tots school.

Mr. Tomina noted some schools are within two miles of each other and some are six miles apart. The decision on where to locate a school is based on the market, not necessarily where the competitor’s school is located. Responding to Mr. Kittle, Mr. Tomin stated the other Aqua Tot schools are located in Troy, Canton, Sterling Heights and Novi.

Mr. Kittle asked how the marketing is done, reaching new parents.

Mr. Tomin explained it is a grass roots effort; attending many community events such as the Royal Oak Farmers market, the South Lyon kite festival; direct mailers; and a full marketing team dealing with referrals and so on.
Continuing, Mr. Tomin explained the pool is four feet around the perimeter and four and a half foot in the middle, the optimal depth for teaching swimming.

Mr. Tomin stated there will be open swim for the community for a nominal fee, at certain times. The open swim allows for families to swim as well as seniors. Aqua Tots has a program working with rehabilitation facilities, yoga instructors, and water aerobics instructors, who hold their own classes for a fee, when there is down time with no Aqua Tot classes.

The hours of operation are generally 10:00 a.m. until 8:00 p.m., Monday through Friday; 9:00 a.m. until 5:00 or 6:00 p.m. on Saturday’s; with Sundays having shorter hours. Starting out, the hours may be much less until the membership grows and is in need of all those hours, which usually takes six to eight months.

Moved by Hammond; Seconded by Knight.

RESOLVED: To accept the Planning Commission’s recommendation and approve the Special Land Use Permit and Site Plan to renovate the existing Applebee’s restaurant into an indoor recreational facility subject to staff and consultants conditions.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell

No: None

Resolution No. 16.04.068 Motion Carried (5–0)

9b. Motion – Accept the Third & Fourth Quarter 2015 Monitoring Review and 2015 Annual Monitoring Summary / Oakland Heights Development Landfill

Andy Foerg, Environmental Consulting Solutions, explained in the third quarter there was a high organic nitrogen level at one of the wells, an anomaly that was resolved. There were a few very low VOC’s the second quarter in a few wells that were thought to be errors and were no longer evident in the third quarter. The ongoing issue, MW31SR well, has shown a slow and steady increase in concentrations that isn’t very well explained. The thought is there may be some connection between the concentrations and the surface water at the retention basin. Either in late 2014 or early 2015 a staff gauge was installed in the pond, to see if there is a correlation between water levels in the pond and the groundwater level in the well. Monitoring will be an ongoing process to gain enough data to make a determination.

The fourth quarter testing resulted in the organic hydrogen level in the well as reported in the third quarter, was back to normal. There were a few wells in the fourth quarter that had slightly elevated TIN, total inorganic nitrogen, with one compound, which seemed very unusual; it is believed a laboratory analytical error. Monitoring will continue, but levels are expected to be normal with the next testing results.

The annual summary reiterates the third and fourth quarter findings.

Mr. Knight noted the north end of the landfill is being used now and asked if additional wells are constructed as the landfill expands.

Mr. Foerg stated he isn’t sure, but generally with perimeter wells, as the perimeter expands so too will the placement of wells.

Mr. Burmeister noted the report indicates toluene, a VOC, and asked what VOC stands for.

Mr. Foerg apologized, stating Volatile Organic Compound, similar to gasoline that will evaporate quickly.

Mr. Kittle asked who other than the City receives these reports.

Mr. Foerg stated the reports are written by Brown and Caldwell, consultants for Republic Services, the owner and operator of the landfill, with copies of the report sent to MDEQ as well as himself. He confirmed he reviews the reports as does MDEQ; he has nothing to do with the drafting of the reports. He is the eyes and ears for the City; Brown and Caldwell is a very good monitoring consultant.

Mr. Kittle asked if Mr. Foerg collects samples and does testing.

Mr. Foerg explained the terms of the Host Agreement allows the City to have an agency representing the City to observe, ask questions, take notes while Brown and Caldwell collect samples.

Mr. Kittle asked Mr. Foerg what value is he to this process.

Mr. Foerg explained he has the scientific background and experience of 30 years; he reviews the highly technical report looking for any red flags and breaks it down to layman terms to present to Council. He as a third party, keeps an eye on what is going on at the landfill on behalf of the City.

Bill Dolson, Oakland Heights Development, confirmed the construction has just been completed for the last expansion of the landfill. The life of the landfill is not based on a period of time, but the volume of trash. He confirmed Eagle Valley built a new cell on the west side of their property.

Mr. Kittle asked what the ultimate plan is for the landfill once filled. He understood trees and a park like setting.

Mr. Knight stated he and former Mayor/Council Member Mary Harvey-Edwards, were on a committee and made a deal with Oakland Heights Development to plant trees and bushes to make it look like a natural hill. Some trees and bushes have been planted.

Mr. Dolson explained it is very difficult to keep the trees alive, because the ground doesn’t hold moisture well enough to keep the plants alive.
Mr. Knight stated there is to be a walking path to the top, it was to be a park-like place that the public could visit. The view from the top is magnificent, the highest point in Oakland County and you can see Detroit.

Mr. Foerg confirmed for Ms. Hammond, that yes, he is happy with the report, things are going well and there are no issues of any concern.

Regarding the monitoring of the north slope Mr. Knight asked about, Mr. Dolson explained the wells were abandoned on the older area and moved north to the new area, where needed.

Ms. Mitchell asked about the elevated levels of TIN and when Mr. Foerg expects to receive the results of the 2016 first quarter report.

Mr. Foerg expects the report the second week of May and agreed to inform the City if those levels are not back to normal.

Moved by Knight; Seconded by Kittle.
RESOLVED: To accept the Third and Fourth Quarter Y2015 Monitoring Network Review Summaries and 2015 Annual Monitoring Network Review Summary prepared by Environmental Consulting Solutions for the Oakland Heights Development Landfill
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None

Resolution No. 16.04.069 Motion Carried (5–0)

9c. Motion – Approve Ordinance Amendment and Set Public Hearing/ Consumer Energy Company Gas Franchise

Mr. Beckerleg explained this is a formality; the City last entered in to a Franchise Agreement/Ordinance with Consumer’s Energy, to supply gas to the residents, in 1986, for a 30 year term. The agreement expires on May 9, 2016. The City Code and Charter requires a franchise agreement with utilities. An ordinance was adopted stating a utility agreement can only be a maximum of 10 years, no longer 30 years. The term of the franchise is for 10 years, as required in the Auburn Hills Electric and Gas Supply Franchise Ordinance.

This request requires a public hearing, and should be set for May 9, 2016. Ursula Warren, Consumers Energy representative is available for any questions.

Ursula Warren, represents Consumers Energy for southeast Michigan, stated the proposed agreement, as drafted by City Clerk Kowal, Mr. Beckerleg and herself, is a very good agreement.

Mr. Kittle noted there were no franchise fees paid to the City in the past, noting other utilities pay fees, asking what can be done to have Consumers Energy pay franchise fees.

Ms. Warren stated Consumers Energy never pays franchise fees; they are mandated by the Public Service Commission and as such, rates would have to be increased to cover paying franchise fees to communities.

Mr. Beckerleg stated generally franchise fees are received from cable companies, not typical utility companies. During their meetings with Ms. Warren, the question of the City receiving franchise fees was discussed.

Moved by Burmeister; Seconded by Hammond.
RESOLVED: To introduce Ordinance # 16-877, Consumer’s Energy Gas Supply Franchise Ordinance and schedule a public hearing for the City Council meeting of May 9, 2016, for possible adoption of the Ordinance by City Council.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell
No: None

Resolution No. 16.04.070 Motion Carried (5–0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond:

• Suggested everyone to take a look at the downtown, the tulips are blooming, the dogwood trees are blooming - it is beautiful.

Mr. Kittle:

• As the Council liaison to the Beautification Advisory Commission (BAC), there are plans underway for a new program – BAC Garden. The Beautification Awards are given to those residents and commercial companies who have obviously spent a considerable amount of money making them beautiful. Not all residents can afford that expense, so the program will team up with four families to brighten up their yards. They hope to get students from Avondale to help with the program. The perennial exchange is also coming up shortly.

• Understands there is finishing work to be done on the Diverging Diamond Interchange and asked if the lane striping will be done as well.

Mr. Melchert stated he will investigate and let Council know, but if the markings are worn, they will be done.

• There has been great progress made on North Squirrel Road and according to the contractor’s time line the work should be done Thursday. He is looking forward to seeing the road done and beautiful.
Mr. Knight:

- Grass is already being cut, and he doesn't believe it is three inches tall. The starting date for a contract should be an arbitrary number, not a specific date; there wasn’t any need to already be cutting the grass.

- Reading the TIFA minutes, noting the TIFA C income values are less than when it started. He asked where TIFA C is located and why the value has dropped.
  
  Mr. Tanghe explained it is the TIFA D district, which incorporates FCA and the municipal campus. The most significant impact has been the elimination of the personal property tax.

  Ms. Mariuz explained TIFA D has dropped below the base value of where it had originally started because of the removal of the personal property tax.

  Mr. Tanghe noted there will be incremental increases because values are capped at the equivalent of the consumer price index or 5%, whichever is less. The only thing that will help the district is new construction, but that is limited because the district is nearly built out.

  Mr. Kittle asked if U.S. Farathane and the other developments in that area are in the TIF D district.

  Mr. Tanghe stated they are, however, most of those facilities received tax abatements and some are layered with a Brownfield, resulting in receiving one half of one half of the taxable value. All three TIF districts expire in 2031.

- Asked Mr. Melchert if Juniper could be cleaned up; a developer renovated a home and there is dirt all over the street. This same person owns another home that he renovated, located at the northwest corner of Juniper and Primary, and is storing some bigger equipment. He’s not asking anything be done at this time, but wants to make sure it doesn’t become a permanent habit of storing equipment at the house.

  Mr. Burmeister believes the equipment is gone from the home.

- Reminded everyone of the Boys and Girls Club Steak and Burger dinner, April 27th. He asked if any Council Members will be attending. It is very disappointing when there are tables filled with young people and no adults sitting with them. He strongly urged Council to try to attend the dinner as well as the reception that begins at 5:30 p.m. This has been an annual event forever, and he believes the Boys and Girls Club should be supported by City Council.

Ms. Mitchell:

- Noted the 10 year anniversary of the Community Center is soon, and an open house is planned for May 6, 2016 from noon to 8:00 p.m. Everybody is invited.

Mr. Burmeister:

- Wished all the mothers a Happy Mother’s Day.
- Is pleased to see work will begin on Auburn Road, east of Cherryland.

11. CITY ATTORNEY’S REPORT - none
12. CITY MANAGER’S REPORT - none
13. ADJOURNMENT

Hearing no objections, the meeting adjourned at 8:10 p.m.

__________________________________   __________________________________
Kevin R. McDaniel, Mayor     Terri Kowal, City Clerk
To: City Council

From: Kevin R. McDaniel, Mayor

Submitted: May 5, 2016

Subject: Motion – Confirming reappointment of Patrick Hassett to the Tax Increment Finance Authority Board of Directors for a term ending February 28, 2020.

INTRODUCTION AND HISTORY

Please consider confirming the following appointment/reappointment:

<table>
<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
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</thead>
<tbody>
<tr>
<td>Patrick Hassett</td>
<td>Tax Increment Finance Authority</td>
<td>February 28, 2020</td>
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MOTION

Move to confirm the reappointment of Patrick Hassett to the Tax Increment Finance Authority Board of Directors for a term ending February 28, 2020.
To: City Council
From: Kevin R. McDaniel, Mayor
Submitted: May 5, 2016
Subject: Motion – Confirming Reappointment of Terry Carpenter to the Election Commission for a term ending December 31, 2019.

INTRODUCTION AND HISTORY
Please consider confirming the following appointment/reappointment:

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<tr>
<th>Name</th>
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<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Terry Carpenter</td>
<td>Election Commission</td>
<td>December 31, 2019</td>
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</table>

MOTION
Move to confirm the reappointment of Terry Carpenter to the Election Commission for a term ending December 31, 2019.
To: City Council
From: Kevin R. McDaniel, Mayor
Submitted: May 5, 2016
Subject: Motion – Confirming Reappointment of Jack Brocklebank to the Election Commission for a term ending December 31, 2019.

INTRODUCTION AND HISTORY
Please consider confirming the following appointment/reappointment:

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<thead>
<tr>
<th>Name</th>
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<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Jack Brocklebank</td>
<td>Election Commission</td>
<td>December 31, 2019</td>
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</table>

MOTION
Move to confirm the reappointment of Jack Brocklebank to the Election Commission for a term ending December 31, 2019.
To: City Council  
From: Kevin R. McDaniel, Mayor  
Submitted: May 5, 2016  
Subject: Motion – Confirming reappointment of Michelle Hawley to the Brownfield Redevelopment Authority Board of Directors for a term ending December 31, 2018.

INTRODUCTION AND HISTORY

Please consider confirming the following appointment/reappointment:

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<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Michelle Hawley</td>
<td>Brownfield Redevelopment Authority</td>
<td>December 31, 2018</td>
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MOTION

Move to confirm the reappointment of Michelle Hawley to the Brownfield Redevelopment Authority Board of Directors for a term ending December 31, 2018.
To: City Council
From: Kevin R. McDaniel, Mayor
Submitted: May 5, 2016
Subject: Motion – Confirming reappointment of Larry Douglas to the Brownfield Redevelopment Authority Board of Directors for a term ending December 31, 2018.

INTRODUCTION AND HISTORY
Please consider confirming the following appointment/reappointment:

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<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Larry Douglas</td>
<td>Brownfield Redevelopment Authority</td>
<td>December 31, 2018</td>
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</table>

MOTION
Move to confirm the reappointment of Larry Douglas to the Brownfield Redevelopment Authority Board of Directors for a term ending December 31, 2018.
Meeting Date: May 9, 2016

To: City Council
From: Kevin R. McDaniel, Mayor
Submitted: May 5, 2016
Subject: Motion – Confirms appointment of Robert Waltenspiel to the Tax Increment Finance Authority Board of Directors for a term ending February 28, 2019.

Introduction and History

Please consider confirming the following appointment/reappointment:

<table>
<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Waltenspiel</td>
<td>Tax Increment Finance Authority</td>
<td>February 28, 2019</td>
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</table>

MOTION

Move to confirm the appointment of Robert Waltenspiel to the Tax Increment Finance Authority Board of Directors for a term ending February 28, 2019.
APPLICATION FOR APPOINTMENT TO
CITY BOARDS AND COMMISSIONS

I AM INTERESTED IN: Board - Committee

NAME: WALTENSPIEL Robert A
(Please Print) (Last) (First) (Middle) (Maiden)

HOME ADDRESS: 3875 ANDOVER AVE AUBURN HILLS, MI
(Number/Street) (City/Zip) (Telephone)

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

PLACE OF BIRTH: SCS, MI DATE OF BIRTH: 5-1-73

E-MAIL ADDRESS: WALTENSPIEL@GMAIL.COM

ARE YOU A CITIZEN OF THE UNITED STATES? ☑ I HAVE LIVED IN AUBURN HILLS 5 YEARS

MILITARY HISTORY (include honors received): N/A

CIVIC ACTIVITIES (offices held, honors, etc.):
GERMAN-AMERICAN MARKSMANSHIP
DETROIT.NET. ORG, BOARD OF DIRECTORS

LIST NAME, ADDRESSES AND PHONE NUMBERS OF THREE REFERENCES NOT RELATED TO YOU:
DAVID PHILLIPS
KEITH STONEHOUSE
KEVIN CASSEL

EDUCATION:
High School Paul F. CASINO HIGH SCHOOL

Business or Vocational

College or Technical WAYNE STATE

Graduate or Profession

The City of Auburn Hills
1827 N. Squirrel Road • Auburn Hills MI 48326
Phone: 248-370-9400 • Fax: 248-370-9348
www.auburnhills.org

Citizens Advisory Council
EMPLOYMENT:

Current Position of Employment: **HEWLETT-PACKARD**

Name of employing firm/owner:

(Number/Street)  City/State  Zip Code

PALLTANA  BUSINESS MANAGER

Title of Position  Type of Business/Organization

Your Duties and Responsibilities: **REGIONAL SALES MANAGER - 5 STATES**

Dates of Employment: 08 - PRESENT

Previous Positions of Employment:

<table>
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<tr>
<th>Company/Organization</th>
<th>City/State</th>
<th>Dates of Employment</th>
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<tr>
<td>SPARIBAR ELECTRIC</td>
<td></td>
<td>07 - 08</td>
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<td>SOUTHERN CORPORATION OF AMERICA</td>
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<td>NTT AMERICANA</td>
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ADDITIONAL INFORMATION YOU WISH TO INCLUDE (use separate sheet if necessary):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

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

(Signature)  

(Date)  1-6-11
1. CALL TO ORDER: Vice Chairman Manning called the meeting to order at 3:02 p.m.

2. ROLL CALL
   Present: Mayor McDaniel, City Manager Tanghe (left at 3:16), Finance Director Schulz, City Clerk Kowal, Clerical Representative Cox, Public Safety Representative Manning
   Absent: DPW Representative Landry; Public Safety Representative Martin
   Also Present: George Vitta, Asset Strategies, Thomas Michaud, Attorney, Kim Wickenheiser, Deputy Treasurer

3. APPROVAL OF THE AGENDA
   Moved by Schulz; Seconded by Kowal.
   RESOLVED: To approve the Agenda.
   VOTE: Yes: All
   No: None  Motion carried

4. CONSENT AGENDA
   4c. Approve payment in the amount of $3,948.14 + Adjustment of $51.36 for a total of $3,999.50 to Asset Strategies for services rendered January 2016, Invoice 4254.
   4d. Approve payment in the amount of $3,999.50 to Asset Strategies for services rendered February 2016, Invoice 4270.
   4e. Approve payment in the amount of $3,999.50 to Asset Strategies for services rendered March 2016, Invoice 4289.
   4f. Approve payment in the amount of $870.00 to Asset Strategies for services rendered on the preparation of GASB, Invoice 4253.
   Moved by McDaniel, Seconded by Mitchell.
   RESOLVED: to approve Consent Agenda as submitted.
   VOTE: Yes: All
   No: None  Motion carried

OLD BUSINESS

5a. Pension Recalculations – Total Owed or Due
   Ms. Schulz reviewed the recalculations, noting R.L. Davis amount owed may not be true. His date of hire on the recalculations was the date when he was hired as a temporary employee, not the date when he became a full time employee.

   Mr. Manning suggested tabling this item until the dates of the recalculations are confirmed.

   Ms. Schulz stated she also wants to check the dates for Dave Buchannan. Continuing, she noted she chose December 31, 2016 as the deadline for the beneficiaries to digest and understand the recalculations. She reasoned January 1st is the date that is used for COLA adjustments as well as benefit changes. January 1st would require a decision, either pay the lump sum owed to the City or have the amount deducted monthly from checks over the course of one year. Money owed by the City to retirees would be included as a lump sum in the first check in January.
Mr. Michaud suggested the options be given to the retirees with a specific response date of which method they choose; if nothing is chose, then the default option would be monthly deductions.

Ms. Schulz proposed the letter sent to the retirees should contain information, that if they wish to discuss the recalculation, they are to contact the HR department. The HR department will request three dates the retiree will be available and pass that information on to Mr. Martin to coordinate with Ms. Schulz and Mr. Manning to schedule a meeting.

Ms. Kowal suggested the letter should also contain which option the retiree wishes to use for the payback and a signature line.

Mr. Michaud stated a reasonable response to questions is ‘because the Pension Board has considered this and adopted a policy and we’re just implementing what the Board has directed. Unfortunately you’re in a situation where you’ve been overpaid and I have a responsibility to recoup that asset and this is the amount owed and you have two options, lump sum or monthly payroll deductions for twelve months.’

Ms. Schulz asked what her next step should be. R.L Davis’ recalculation could reflect a break even or move to the pay the City, category.

Mr. Michaud suggested that if the Board gives direction to proceed, the final numbers don’t need to be brought back to a meeting prior to mailing letters. The Board will have the opportunity to know what the final numbers are when the letters are returned. He believes the letters should go out as soon as possible and the meetings can get scheduled. Mr. Martin has a copy of the letter. The updated recalculation list can be reviewed at the next meeting.

Mr. Manning explained the time line: getting the letter from Mr. Martin and mailing the letters within the next two weeks. All eight retirees owing money may want a meeting, so hopefully those meetings can be completed in 30 days.

Ms. Schulz stated there won’t be any payment adjustments made until January 1, 2017.

Ms. Cox asked for a very simple explanation on how these over/under payments were made.

Ms. Schulz explained there was a retiree who challenged their calculation, and because that calculation was reexamined, an audit of other calculations was conducted. Realizing there were different methods used to calculate benefit amounts, the Board decided to establish a written methodology that will be used for all remaining pension calculations. The recalculations were done on those benefits for which records were still available.

Ms. Cox offered for either herself or Mr. Landry, both AFSCME employees, to sit in on the meetings if needed.

Ms. Schulz welcomed all Pension Board members to sit in on the meetings.

5b. PPO Update – Asset Strategies

George Vitta explained though a PPO was recently approved in February, Blue Crest is in the process of returning the funds and will be removed from the Investment Policy document. In February the finalized set of investment guidelines with Cornerstone, the new real estate manager, were negotiated and those can be found within the investment policy documents. The changes are usual housekeeping issues. The interest rate assumptions for the Pension only, shows 7.25 and isn’t sure if that rate is 7.25 or 7.5.

Ms. Schulz stated for funding purposes, 7.25 was adopted; GASBE reporting purposes, 6.05.

Moved by Kowal; Seconded by Schulz.

RESOLVED: Adopt the Statement of Investment Policies, Procedures and Objectives as amended.

VOTE: Yes: All
No: None

Motion carried

6. NEW BUSINESS

6a. Service Retirement – Tammy Klobnock

Ms. Schulz explained she forwarded Ms. Klobnock what her pension would be, via e-mail and got a response back to move forward with the retirement, understanding what her pension will be. Ms. Schulz stated from this point forward, she will wait for a written communication from the retiree to proceed with the process and they are aware of their pension amount.

Ms. Schulz believes the calculation that is done by the City as well as the actuary return should be included in the packet of material this Board reviews, making sure all the numbers match up.

Moved by Cox; Seconded by Kowal.

RESOLVED: To approve the Service Retirement of Tammy Klobnock.

VOTE: Yes: All
No: None

Motion carried

6b. Proposed Early Retirement
Mr. Michaud stated this is a legal requirement, that any time there is a proposed change to the Pension Plan, Public Act 728, there needs to be a cost study from the actuary to show the additional financial impact change to the Pension. A cost study must be done and reviewed by the Pension Board, seven days in advance, and the parties who agree to the change, indicating what those costs are. The actuary report shows the differential of a normal retirement and an early retirement. The only action needed is to receive and file the report.

Ms. Kowal asked if is City Council who makes a recommendation of an early retirement.

Mr. Manning stated the City Manager was negotiating this deal.

Ms. Schulz understood this was an Executive Session discussion with City Council.

Mayor McDaniel stated this is part of the union negotiations with dispatch that was discussed in an Executive Session meeting.

Mr. Michaud stated that it is neither here nor there as far as legal requirements of the Pension Board. The Pension Board only needs to know the report by the actuary was done. The cost of the actuary report will be the responsibility of whoever asked that the report be done, and not through the Pension Trust Fund.

Moved by Kowal; Seconded by McDaniel.
RESOLVED: To Receive and File the Actuary Report for Dispatcher Regina Thomas.
VOTE: Yes: All
No: None
Motion carried

6c. Attendance at the MAPERS Conference

Ms. Kowal noted Ms. Mitchell is interested in attending the conference and was curious if any other Board Member is interested in attending. Mr. Martin was initially planning on attending, but isn’t able; he’ll be attending the fall conference.

Ms. Cox stated she is interested in attending and asked if there is a benefit of attending either the spring or fall conference.

Mr. Michaud stated both conferences are equally structured, different topics but the same format and different locations. The fall conference is on Mackinac Island, the spring conference is at Soaring Eagle, Mt. Pleasant. Mr. Michaud asked for two attendees to be the delegates with voting rights on behalf of Auburn Hills.

Moved by Kowal; Seconded by McDaniel.
RESOLVED: To approve expenses for VeRonica Mitchell and Mary Cox to attend the MAPERS Spring Conference, held at Soaring Eagle Casino, Mt. Pleasant, Michigan, May 22, 2016 through May 24, 2016.
VOTE: Yes: All
No: None
Motion carried

Moved by Schulz; Seconded by McDaniel.
RESOLVED: Appointing VeRonica Mitchell and Mary Cox, as the Auburn Hills delegates for the MAPERS Conference.
VOTE: Yes: All
No: None
Motion carried

7. OPEN BUSINESS - none

8. LEGISLATIVE

8a. HB 5438 – Changing Pension “Roll-Ins”

Mr. Michaud stated this is only a bill, not a law at this point. This is Lansing limiting the calculation of a final average comp for local communities to only include base pay and not any other compensation such as overtime, longevity, or other types of pay that is typically included a final average comp. This is an approach to limit the pensions of local communities. MAPERS is addressing the issue as it is a local issue and Lansing shouldn’t be focusing on this type of issue.

9. OTHER ITEMS

9a. Cornerstone Distribution Notice

Ms. Kowal noted the notice from Cornerstone is merely an informational piece.

10. ADJOURNMENT

The meeting adjourned at 3:40 p.m.

Respectfully submitted,
Kathleen Novak, Deputy City Clerk
NOT YET APPROVED
The City of Auburn Hills
Retiree Health Care Board Meeting
Minutes
April 13, 2016
Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills MI 48326

1. CALL TO ORDER: Co-Chairman Manning called the meeting to order at 3:40 p.m.

2. ROLL CALL
Present: Mayor McDaniel, Finance Director Schulz, City Clerk Kowal, Clerical Representative Cox, Public Safety Representative Manning, Mayor Pro Tem Mitchell
Absent: City Manager Tanghe, Public Safety Representative Martin, DPW Representative Landry
Also Present: Thomas Michaud, Attorney; George Vitta, Asset Strategies, Kim Wickenheiser, Deputy Treasurer

3. APPROVAL OF THE AGENDA
Moved by Schulz; Seconded by Cox.
RESOLVED: To approve the Agenda.
VOTE: Yes: All
No: None  Motion carried

4. CONSENT AGENDA
4a. Approve Minutes of February 10, 2016
4b. Approve Finance Director’s Reports – January & February 2016
4c. Approve Asset Strategies 1st Quarter Services Invoice 4255, $6,250.00
Moved by Schulz; Seconded by Cox
RESOLVED: Approve Consent Agenda as proposed.
VOTE: Yes: All
No: None  Motion carried

5. OLD BUSINESS
5a. Discussion of Meeting Dates Schedule
Ms. Kowal explained Pension meetings were approved to be held every two months, but nothing was decided for the Retiree Health Care meetings.
Mr. Manning agreed there is redundancy, but he doesn’t see a problem with continuing to hold the meetings back-to-back as has been past practice. This way it keeps the meetings linked together.
Mr. Vitta has no concerns with a less frequent meeting.
Moved by McDaniel; Seconded by Cox.
RESOLVED: To keep the Retiree Health Care meeting, following the Pension Board meeting, held every two months.
VOTE: Yes: All
No: None  Motion carried
Ms. Kowal noted Mr. Holbrook has not attended a Retiree Health Care meeting in a very long time and is wondering if he should be asked if he plans to continue serving on the Board.
Mr. Manning stated he will bring it to Chairman Martin’s attention to follow up.

5b. Review Amended Statement of Policies, Procedures and Objectives
Mr. Vitta stated with the Retiree Health Care, the amendments are purely cosmetic changes.
Moved by Schulz; Seconded by Kowal.
RESOLVED: To approve the amendments to the Policies, Procedures and Objectives.

VOTE: Yes: All
    No: None                                      Motion carried

6. NEW BUSINESS

Ms. Schulz stated she recently spoke with Comerica personnel who suggested only requiring one signature for administrative benefit changes. She explained currently two authorized signatures are needed for transferring funds as well as making changes to benefits of retirees. Sometimes it can be difficult to get two signatures for changing benefits, which is typically generated from Human Resources. Needing only one authorizing signature for amending benefits, will make the process move more quickly.

Mr. Michaud explained typically Comerica and other custodians look for a motion made by the Board, authorizing a certain position, such as the Human Resources Director, to notify the custodian of any benefit changes.

Mr. Michaud confirmed naming a position, not an individual.

Ms. Mitchell asked what common practice is, one or two signatures.

Mr. Michaud explained contracts generally have two signatures but day-to-day operations or administrative type business can be just a single signature.

Mr. Manning asked what type of benefit changes does this affect, such as a divorce or similar.

Ms. Schulz stated primarily what they are running into is the annual COLA’s and the annual changes of deductions, withholdings, or direct deposits; those types of changes.

Ms. Schulz is agreeable to have the Finance Director’s signature for these types of items. The other two authorized signatures are the Board Chair and City Manager, both of whom are difficult to reach for signatures in a timely manner.

After a brief discussion all were in agreement to streamline the process; either the HR Specialist or the Finance Director may be the sole signer for administrative benefit issues.

Moved by McDaniel; Seconded by Mitchell.

RESOLVED: To allow one signature, either the Finance Director or HR Specialist, to sign for benefit administration issues.

VOTE: Yes: All
    No: None                                      Motion carried

7. OPEN BUSINESS – none

8. LEGISLATIVE – none

9. ADJOURNMENT

The meeting was adjourned at 3:50 p.m.

Respectfully submitted,
Kathleen Novak, Deputy City Clerk
CALL TO ORDER
Chairman Foster called the meeting to order at 6:01pm

ROLL CALL
Present: Celeste Yoskovich, Ilene Ingram, Patricia Ormsbee, Carla Withers, Rich Foster, Bob Kittle, Karen Lewis

Also Present: Elizabeth Brennan, Exec. Assistant Community Development

Absent: None

Guests: Karen Adcock, Director of Senior Services

LOCATION
Council Conference Room – 2nd Floor
1827 N. Squirrel Rd., Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD - None

CORRESPONDENCE - None

APPROVAL OF MINUTES
Ms. Ingram moved to approve the minutes of March, 2016
Supported by Ms. Ormsbee

VOTE:
Yes: Yoskovich, Ingram, Ormsbee, Foster, Withers
No: None

Motion Carried (5-0)

OLD BUSINESS –

“BAC Gardens” Program

Ms. Adcock attended the meeting to help finalize details of the BAC’s “Gardens” program. Four homes/residents are being considered for the program and the group decided to work in teams to share maintenance responsibilities during the summer months. All agreed it is a good idea to start small and evaluate the program in the fall.
Ms. Brennan clarified that garden plantings will be placed only in the front yard to create curb-appeal and promote neighborhood beautification. Initial yard clean up or any blight problems will be handled through existing city programs in advance of initial “BAC Gardens” plantings. Ms. Brennan suggested taking “before and after” pictures of the participating homes for use in the Beautification Awards slideshow in the fall. All “Gardens” participants will be invited to attend.

**Perennial Exchange**

Marketing materials - postcards and roadside banners were designed in-house by Jessica Smith and sent out to print this week. Materials are scheduled to arrive tomorrow, April 21st or Friday, April 22nd. Postcards will be mailed out by Friday, April 29th and roadside banners will be hung early in the first week of May. Ms. Smith’s printing source saved hundreds of dollars on these printed materials.

We are still in need of a master gardener for the event. Ms. Ormsbee has a contact and will check her availability. If she is not available, Ms. Yoskovich will assist in securing someone for the event. Ms. Yoskovich and Ms. Lewis agreed to buy cases of bottled water for the event and Ms. Yoskovich will purchase gift bag items which include seed packets, gardening gloves, and safe sticks. Safe sticks (red sticks) are put in plants which have already been traded (already have a new home) and are off-limits.

Ms. Brennan will write a small instruction sheet that outlines how the exchange works. The “Rules of the Trade” will be included in the registration packets. She suggested contacting Auburn Hills businesses for sponsorships / donations in exchange for event signage.

**Auburn Hills Bus Tour**

In January, Mr. Kittle recommended a short bus tour of the City to familiarize commission members with neighborhoods and areas in the city they may not already be familiar with. The group selected possible dates for a tour – May 11th, May 10th or May 12th. Ms. Brennan will secure transportation for a 6:00pm tour on one of the three available dates.

**Keep It Clean**

The commission selected to clean up Doris Road on Saturday, May 14th at 9:00am.

**NEW BUSINESS –**

**BCSEM Quarterly Meeting**

BCSEM Quarterly Meeting on Thursday, June 23rd will be held at Fieldstone Golf Course on the covered patio. Ms. Ormsbee developed a “picnic” theme for the event which was well received by the Commission. In that spirit, a barbecue menu prepared by Crank’s Catering was selected.

Ms. Yoskovich secured a program for the event – “Planting Trees When Roots Aren’t Right” presented by Steve Nikkila and Janet Macunovich. We have an unprecedented selection of trees and shrubs available today. Despite careful selection, many have compromised root systems. Many trees are not fulfilling their life expectancy and costs of landscaping continue to rise. They will explain how to implement fixes and share the results they’ve seen over thirty years. This topic is relevant to homeowners, business owners and municipalities.
Blight Discussion
Ms. Ormsbee is concerned about blight conditions at city “entry points” that connect to Pontiac. She has contacted the Oakland County Road Commission and the City of Pontiac to help in this effort. She explained that we want our city to be not only clean, but pristine. She urged commissioners to let the City know if they see street corners or areas that need attention. It is important to address it. Clean cities make people feel safer.

Mr. Kittle suggested taking photos with a camera phone and send directly to city contacts so that the areas can be addressed.

Open Discussion - None

CONFIRM NEXT MEETING – Wednesday, May 18, 2017

Meeting adjourned at 7:10pm

Respectfully Submitted,
Elizabeth Brennan
BAC - City Staff Liaison
City of Auburn Hills
Community Development
INTRODUCTION AND HISTORY

Please find the attached copy of a contract with the Oakland County Equalization Department to assist the City with preparing personal property assessments for the 2016-2019 assessment cycle. This is a renewal of the current contract which expires June 30, 2016.

The contract rates increased from $14.40 per parcel to $14.80 per parcel. As a reminder, the existing 2013-2016 contract addressed changes in the taxable status of personal property if Michigan voters approved an amendatory act which was placed before voters in 2014 (Public Acts 397-408 of 2012.) The amendatory act was approved and the contract called for the Parties (i.e., City and County) to renegotiate contract years 2014-2015 and 2015-2016. However, the County did not call for renegotiation. Therefore this increase in rates is the first time in the last three renewals, or a total of at least 8 years.

This contract is for the annual assessment of personal property from July 1, 2016 to June 30, 2019. The total cost for 2014-2015 was $28,047.19, slightly less than 2013-2014 at $28,388.65 due to decreased personal property parcel counts.

Under the contract, the county processes the personal property forms filed by taxpayers, and inputs the data into our assessment software, and responds to inquiries from taxpayers.

STAFF RECOMMENDATION

Oakland County has provided this service for many years and their overall performance has been satisfactory. Renewal of the contract is recommended.

MOTION

Move to approve the 2016-2019 Contract for Oakland County Equalization Division Assistance Services with the City of Auburn Hills, personal property services.

I CONCUR: THOMAS A. TANGHE, CITY MANAGER
March 21, 2016

Micheal Lohmeier, Assessor
Terri Kowel, Clerk
City of Auburn Hills
1827 North Squirrel Rd.
Auburn Hills, MI 48326

RE: Renewal of Contract for Assessing Services with the City of Auburn Hills

Dear Mr. Lohmeier and Ms. Kowel:

The existing assessing contract between Oakland County Equalization and the City of Auburn Hills will expire on June 30, 2016. In anticipation of a renewal of the contract, we have prepared four copies for your review and consideration by your City Officials. In preparing the renewal document, our office has reproduced the provisions of the existing contract except for the following provision: The cost per parcel has been adjusted by a 3% increase. If you recall, the existing cost per parcel has remained fixed for the last 3 renewals or a total of at least 8 years now.

In summary, the cost per parcel to the City will increase from $14.40 to $14.80 (rounded) for Personal Property. These rates will be effective for the period July 1, 2016 to June 30, 2019. When the attached renewal contract is approved by your Governing Body and the authorized officials have affixed their signatures, kindly return four (4) copies to Oakland County Equalization Division.

Should you have any questions or concerns, please do not hesitate to call me at 248-858-0760 or Kimberly Hampton at 248-858-2039. Thank you.

Sincerely,

David M. Hieber
Manager, Oakland County Equalization

DMH/kdh
Enclosures
This CONTRACT FOR OAKLAND COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES WITH THE CITY OF AUBURN HILLS (hereafter, this "Contract") is made and entered into between the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter, the "County"), and the City of Auburn Hills, a Michigan Constitutional and Municipal Corporation whose address is 1827 N. Squirrel Road, Auburn Hills, MI, 48326-2753 (hereafter, the "Municipality"). In this Contract, either the County and/or the Municipality may also be referred to individually as a "Party" or jointly as "Parties."

INTRODUCTORY STATEMENTS

A. The Municipality, pursuant to the laws of the State of Michigan (hereafter, the "State"), including, but not limited to, the Michigan General Property Tax Act (MCL 211.1, et seq.) is required to perform real and personal property tax appraisals and assessments for all nonexempt real and personal property located within the geographic boundaries of the Municipality for the purpose of levying State and local property taxes.

B. The Parties recognize and agree that absent an agreement such as this, or pursuant to an order of the State Tax Commission mandating the County to perform all or some of the property tax appraisal and tax assessment responsibilities for real and/or personal property located within the Municipality's geographic boundaries (MCL 211.10(f)), the County, has no obligation to provide these Services to or for the Municipality.

C. The Michigan General Property Tax Act (MCL 211.34(3)) provides that the County Board of Commissioners, through the Equalization Division may furnish assistance to local assessing officers in the performance of certain of these legally mandated, Municipality, property appraisal and assessment responsibilities.

D. The Municipality has requested the County's Equalization Division assistance in performing the "Equalization Division Assistance Services" (as described and defined in this Contract) and has agreed in return to reimburse the County as provided for in this Contract.

E. The County has determined that it has sufficient "Equalization Division Personnel," as defined herein, possessing the requisite knowledge and expertise and is agreeable to assisting the Municipality by providing the requested "Equalization Division Assistance Services" under the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Municipality mutually agree as follows:

§1. DEFINED TERMS In addition to the above defined terms (i.e., "Contract", "County", "Municipality", "Party" and "Parties", and "State"), the Parties agree that the following words and expressions when printed with the first letter capitalized as shown herein,
whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall, be defined and interpreted as follows:

1.1. "County Agent" or "County Agents" shall be defined as any and all Oakland County elected officials, appointed officials, directors, board members, council members, commissioners, authorities, other boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them, excluding the Municipality and/or any Municipality Agents, as defined herein. "County Agent" and/or "County Agents" shall also include any person who was a County Agent anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as a County Agent.

1.2. "Equalization Division Personnel" as used in this Contract shall be defined as a specific subset of, and included as part of the larger group of County Agents as defined above, and shall be further defined as any and all County Agents specifically employed and assigned by the County to work in the Equalization Division of the County's Department of Management and Budget as shown in the current County budget and/or personnel records of the County. For any and all purposes in this Contract, any reference to County Agents shall also include within that term any and all Equalization Division Personnel, but any reference in this contract to Equalization Division Personnel shall not include any County Agent employed by the County in any other function, capacity or organizational unit of the County other than the Equalization Division of the Department of Management and Budget.

1.3. "Municipality Agent" or "Municipality Agents" shall be defined to include any and all Municipality officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, agents, representatives, and/or any such persons' successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them, except that no County Agent shall be deemed a Municipality Agent and conversely, no Municipality Agent shall be deemed a County Agent. "Municipality Agent" shall also include any person who was a Municipality Agent at any time during this Contract but for any reason is no longer employed, appointed, or elected in that capacity.

1.4. "Claim(s)" shall be defined to include any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities or Claim(s) of any kind whatsoever which are imposed on, incurred by, or asserted against either the County and/or any County Agent, as defined herein, or any Claim(s) for which the County and/or any County Agent may become legally and/or contractually
obligated to pay or defend against, or any other liabilities of any kind whatsoever, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or State), any statute, rule, regulation or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened and arising out of any alleged breach of any duty by the County and/or any County Agent to any third-person, the Municipality, including any Municipality Agent or any Municipality Taxpayer under or in connection with this Contract or are based on or result in any way from the County’s and/or any County Agent’s participation in this Contract.

1.5. "Municipality Taxpayer" shall be defined as any and all residents, property owners, persons, or taxable entities within the Municipality, or their representatives or agents, who may be liable or responsible for any property taxes assessed by the Municipality pursuant to any applicable State Property Tax Laws.

1.6. "State" shall be defined as the "State of Michigan," a sovereign governmental entity of the United States, and shall also include within its definition any and all departments or agencies of State government including specifically, but not limited to, the State Tax Commission, the State Tax Tribunal, and/or the State Department of Treasury.

§2. COUNTY EQUALIZATION DIVISION ASSISTANCE SERVICES The Parties agree that the full and complete scope of any and all County Equalization Division Assistance Services shall be as described and limited in the following subsections (hereinafter defined and referred to as either "Equalization Division Assistance Services" or "Services").

2.1. "EQUALIZATION DIVISION ASSISTANCE SERVICES" OR "SERVICES" TO BE PROVIDED "Equalization Division Assistance Services" or "Services", to be performed by County for the Municipality as those terms are defined in this Contract, shall only include and shall be limited to the following activities:

2.1.1. This Contract is to provide for annual assessment of personal property from July 1, 2016 to June 30, 2019 as required by laws of the State of Michigan. The County agrees to make assessments of personal property within the Municipality pursuant to MCL 211.10d.

2.1.2. The Equalization Division personnel will appraise all new personal property, process all personal property description changes, and will audit where necessary to insure and establish accurate appraisals on all taxable personal property. The Equalization Division personnel will review all statements and extensions, make valuation recommendations to the assessor in the absence of a prepared personal property statement and load all values on the computer for the assessment roll. All Board of Review changes will be processed on the personal property section of the assessment roll and balanced to insure there are no omissions. The Equalization Division personnel will be available for consultation on all Michigan Tax Tribunal appeals for personal property and will assist the Assessor in the preparation of both oral and written defense of appeals as long as there is a current Contract in effect. However, the County shall not assist or appear on behalf of the
Municipality regarding appeals of special assessments to the Michigan Tax Tribunal or any other Court or Tribunal.

2.2. **PURPOSE OF COUNTY "SERVICES"** The Parties agree that the purpose of any and all "Equalization Division Assistance Services" or "Services" to be performed under this Contract shall be to assist (e.g., to help, aid, lend support, and/or participate in as an auxiliary, to contribute effort toward completion of a goal, etc.) the Municipality in the performance of that Municipality's official functions, obligations, and Municipality's legal responsibilities for property tax appraisal and assessment pursuant to the applicable State Property Tax Laws.

2.3. **MANNER COUNTY TO PROVIDE SERVICES** The Parties agree that any and all "Equalization Division Assistance Services" or "Services" to be provided by the County for the Municipality under this Contract shall be performed solely and exclusively by the County's "Equalization Division Personnel" as defined herein.

2.3.1. Equalization Division Personnel shall be employed and assigned by the County in such numbers and based on such appropriate qualifications and other factors as decided solely by the County.

2.3.2. The Parties agree that the County shall be solely and exclusively responsible for furnishing all Equalization Division Personnel with all job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all Equalization Division Personnel in the performance of any and all Services under this Contract.

2.3.3. Except as otherwise expressly provided for herein, the Parties agree and warrant that, at all times and for all purposes relevant to this Contract, the County shall remain the sole and exclusive employer of all County Agents and Equalization Division Personnel and that the County shall remain solely and completely liable for any and all County Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any County Agent's employment status.

2.3.4. This Contract is neither intended, nor shall it be interpreted, to create, change, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner, form, or at any time, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, in, upon, or for any County Agent or Equalization Division Personnel with the County, any applicable County employment and/or union contract, and/or any County rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the County and any County Agent or Equalization Division Personnel and/or the conduct and actions.
of any County Agent or any Equalization Division Personnel. To illustrate, but not otherwise limit, this Contract does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

2.3.4.1. The County's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any Equalization Division Personnel and/or pay any and all Equalization Division Personnel's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Equalization Division Personnel with the County, subject only to its applicable collective bargaining Contracts.

2.3.4.2. The County's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any County Agent or Equalization Division Personnel, any necessary County Agent or Equalization Division Personnel's training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any Equalization Division Personnel performing any County duty or obligation under the terms of this Contract.

2.3.5. The Municipality agrees that except as expressly provided for under the terms of this Contract and/or laws of this State, no County Agent or Equalization Division Personnel, while such person is currently and/or actively employed or otherwise remains on the payroll of the County as a County Agent shall be employed, utilized, or perform any other services, of any kind, directly or indirectly, in any manner or capacity, or otherwise be available to perform any other work or assignments by or for the Municipality during the term of this Contract. This section shall not prohibit the Municipality from employing any person who was a former County Agent but is no longer employed in that capacity by the County.

2.3.6. Except as otherwise expressly provided by the Contract and/or applicable State law, the Parties agree and warrant that neither the County, nor any County Agent, nor any Equalization Division Personnel, by virtue of this Contract or otherwise, shall be deemed, considered or claimed to be an employee of the Municipality and/or a Municipality Agent.

2.3.7. The Municipality shall not otherwise provide, furnish or assign any Equalization Division Personnel with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to
control, supervise, train, or direct any Personnel in the performance of any County's Equalization Division Assistance Services duty or obligation under the terms of this Contract.

2.4. LIMITS AND EXCLUSIONS ON COUNTY "SERVICES" Except as otherwise expressly provided for within this Contract, neither the County nor any County Agents shall be responsible for assisting or providing any other "Services" or assistance to the Municipality or assume any additional responsibility for assisting the Municipality in any other way or manner with any Municipality obligations under any and all State Property Tax Laws, including, but not limited to, providing any attorney or legal representation to the Municipality or any Municipality Agent at any proceeding before the Michigan Tax Tribunal or any other adjudicative body or court, except as expressly provided for in this Contract.

2.4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation under any applicable State Property Tax Laws. The Municipality shall employ and retain its own Municipality legal representation, as necessary, to defend any such claim or challenge before the State Tax Tribunal or any other court or review body.

2.4.2. Except for those express statutory and/or regulatory obligations incumbent only upon licensed Equalization Division Personnel (i.e., State Licensed and Certified Real and/or Personal Property Tax Assessors) to defend property tax appraisals and assessments that they either performed, or were otherwise performed under their supervision, before the Michigan Tax Tribunal, the Parties agree that no other County Agents, including any County attorneys shall be authorized, required and/or otherwise obligated under this Contract or pursuant to any other agreement between the Parties to provide any legal representation to or for the Municipality and/or otherwise defend, challenge, contest, appeal, or argue on behalf of the Municipality before the Michigan Tax Tribunal or any other review body or court.

§3. TERM OF CONTRACT The Parties agree that the term of this Contract shall begin on the effective date of this Contract, as otherwise provided herein, and shall end on June 30, 2019, without any further act or notice from either Party being required. Any and all County Services otherwise provided to the Municipality prior to the effective date of this Contract, shall be subject to the terms and conditions provided for herein.

§4. NO TRANSFER OF MUNICIPALITY LEGAL OBLIGATIONS TO COUNTY Except as expressly provided for in this Contract, the Municipality agrees that this Contract does not, and is not intended to, transfer, delegate, or assign to the County, and/or any County Agent or Equalization Division Personnel any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to the Municipality under any applicable State Property Tax Laws.
4.1. The Municipality shall, at all times and under all circumstances, remain solely liable for any and all costs, legal obligations, and/or civil liabilities associated with or in any way related to any Municipality tax appraisal or assessment functions or any other Municipality legal obligation. The Municipality agrees that under no circumstances shall the County be responsible for any costs, obligations, and/or civil liabilities associated with its Municipality function or any responsibility under any State Property Tax Law.

4.2. The Municipality shall not incur or create any debts, liens, liabilities or obligations for the County and shall take all necessary steps to ensure that any debts, liens, liabilities or obligations that the Municipality may incur shall not become a debt, liability, obligation or Claim(s) against the County.

4.3. The Parties agree that the Municipality shall at all times remain responsible for the ultimate completion of any and all Municipality duties or obligations under any and all applicable State Property Tax Laws. Nothing in this Contract shall relieve the Municipality of any Municipality duty or obligation under any applicable State Property Tax Law.

4.4. The Municipality and Municipality Agents shall be and remain responsible for compliance with all federal, State, and local laws, ordinances, regulations, and agency requirements in any manner affecting any work or performance of this Contract or with any Municipality duty or obligation under any applicable State Property Tax Law.

§5. NO DELEGATION OR DIMINUTION OF ANY GOVERNMENTAL AUTHORITY The Parties reserve to themselves any rights and obligations related to the provision of any and all of each Party’s respective governmental services, authority, responsibilities, and obligations. Except as expressly provided otherwise herein, this Contract does not, and is not intended to, create, diminish, delegate, transfer, assign, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, civil or legal responsibility, obligation, duty of care, liability, capacity, immunity, authority or character of office of either Party to any other person or Party.

5.1. The Parties further agree, notwithstanding any other term or condition in this Contract, that no provision in this Contract is intended, nor shall it be construed, as a waiver of any governmental immunity, as provided by statute or applicable court decisions, by either Party, either for that Party and/or any of that Party’s County or Municipal Agents.

5.2. Notwithstanding any other provision in this Contract, nothing in this Contract shall be deemed to, in any way, limit or prohibit the Oakland County Board of Commissioners statutory rights and obligations to review and/or further equalize Municipality property values or tax assessments and/or further act upon any Municipality assessment(s) of property taxes under any applicable State Property Tax Laws, including, but not limited to challenging any Municipality assessment before the Michigan Tax Tribunal.

§6. PAYMENT SCHEDULE In consideration of the promises set forth in this Contract, the Municipality agrees to pay to the County: For the contract years 2016-2017 and 2017-2018 and 2018-2019 the sum of $14,800 each year for each personal property description
rendered during the life of this Contract. Payment for the contract year 2016-2017 is payable on or before July 1, 2017, payment for the contract year 2017-2018 is payable on or before July 1, 2018 and payment for the contract year 2018-2019 is payable on or before July 1, 2019.

If during the term of this Contract, there are additional services requested of the County, the Parties shall negotiate additional fees to be paid by the Municipality.

6.1. The Municipality agrees to be responsible for postage on all personal property statements and personal property notices mailed relating to work performed under this Contract. The Municipality agrees to be responsible for all photographic supplies.

6.2. If the Municipality fails, for any reason, to pay the County any monies when and as due under this Contract, the Municipality agrees that unless expressly prohibited by law, the County or the County Treasurer, at their sole option, shall be entitled to a setoff from any other Municipality funds that are in the County’s possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund (“DTRF”). Any setoff or retention of funds by the County shall be deemed a voluntary assignment of the amount by the Municipality to the County. The Municipality waives any claims against the County or its Officials for any acts related specifically to the County’s offsetting or retaining such amounts. This paragraph shall not limit the Municipality’s legal right to dispute whether the underlying amount retained by the County was actually due and owing under this Contract.

6.3. If the County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the County any amounts due and owing the County under this Contract, the County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the County under this Contract. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.

6.4. Nothing in this Section shall operate to limit the County’s right to pursue or exercise any other legal rights or remedies under this Contract against Municipality to secure reimbursement of amounts due the County under this Contract. The remedies in this Section shall be available to the County on an ongoing and successive basis if Municipality at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Contract, if the County pursues any legal action in any court to secure its payment under this Contract, Municipality agrees to pay all costs and expenses, including attorney’s fees and court costs, incurred by the County in the collection of any amount owed by Municipality.

6.5. Notwithstanding any other term or condition in this Contract, should the Municipality fail for any reason to timely pay the County the amounts required under this Contract, the Municipality agrees that the County may discontinue, upon thirty (30) days written notice to the Municipality, without any penalty or liability whatsoever, any County services or performance obligations under this Contract.
§7. **LIABILITY** The Municipality further agrees that the County shall not be liable to the Municipality for any and all Claim(s), except as otherwise expressly provided for in this Contract.

7.1. The Parties agree that this Contract does not and is not intended to create or include any County warranty, promise, covenant or guaranty, either express or implied, of any kind or nature whatsoever in favor of the other Municipality, and/or any Municipality Agents, or any Municipality Taxpayer or any other person or entity, or that the County’s efforts in the performance of any obligation under this Contract will result in any specific monetary benefit or efficiency, or increase in any tax revenue for the Municipality, or will result in any specific reduction or increase in any property assessment, or guarantee that any County services provided under this Contract will withstand any challenge before the State Tax Tribunal or any court or review body, or any other such performance-based outcome.

7.2. In the event of any alleged breach, wrongful termination, and/or any default of any term or condition of this Contract by either the County or any County Agent, the County and/or any County Agent shall not be liable to the Municipality for any indirect, incidental, special or consequential damages, including, but not limited to any replacement costs for County Services, any loss of income or revenue, and/or any failure by the Municipality to meet any Municipality obligation under any applicable State Property Tax Laws, or any other economic benefit or harm that the Municipality may have realized, but for any alleged breach, wrongful termination, default and/or cancellation of this Contract, or damages beyond or in excess of the amount(s) of any amount paid to, received or retained by the County at the time of the alleged breach or default in connection with or under the terms of this Contract, whether such alleged breach or default is alleged in an action in contract or tort and/or whether or not the Municipality has been advised of the possibility of such damages. This provision and this Contract is intended by the Parties to allocate the risks between the Parties, and the Parties agree that the allocation of each Party’s efforts, costs, and obligations under this Contract reflect this allocation of each Party’s risk and the limitations of liability as specified herein.

7.3. Notwithstanding any other provision in this Contract, with regard to any and all alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, and/or any other amounts, liabilities of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality or any Municipality Agent by any third person, including but not limited to any Municipality Agent or Municipality Taxpayer, arising out of any activities or Services to be carried out by any County Agent in the performance of this Contract, the Municipality hereby agrees that it shall have no rights pursuant to or under this Contract against the County and/or any County Agents to or for any indemnification (i.e., contractually, legally, equitably, or by implication) contribution, subrogation, or other right to be reimbursed by the County and/or any of County Agents based upon any and all legal theories or alleged rights of
any kind, whether known or unknown, for any and all alleged losses, claims, complaints, demands for relief or damages, judgments, deficiencies, liability, penalties, litigation costs and expenses of any kind whatsoever which are imposed on, incurred by, or asserted against the Municipality and which are alleged to have arisen under or are in any way based or predicated upon this Contract.

7.4. If the Municipality requests and the County agrees, the County may prepare the actual tax statement for mailing by the Municipality to Municipality residents. In preparing any such tax statement the County shall rely upon certain data provided by the Municipality beyond the data gathered by the County under this contract. The parties agree that under no circumstances shall the County be held liable to the Municipality or any third party based upon any error in any tax statement due to information supplied by the Municipality to the County for such purposes.

§8. MUNICIPALITY AGENTS AND COOPERATION WITH THE COUNTY. The Municipality agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Municipality Agents fully cooperate with Equalization Division Personnel in the performance of all County Services under this Contract. Likewise, the County agrees that it shall be solely and exclusively responsible, during the term of this Contract, for guaranteeing that all Equalization Division personnel fully cooperate with Municipality agents in the performance of all County Services under this Contract.

8.1. Municipality Agents shall be employed and assigned based on appropriate qualifications and other factors as decided by the Municipality. The Municipality agrees that it shall be solely responsible for furnishing all Municipality Agents with all job instructions, job descriptions and job specifications and shall solely control, direct, and supervise all Municipality Agents and shall be solely responsible for the means and manner in which Municipality's duties or obligations under any applicable State Property Tax Laws are satisfied.

8.2. The Municipality agrees that it shall be solely and completely liable for any and all Municipality Agents' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any Municipality Agent's employment status or any alleged violation of any Municipality Agent's statutory, contractual (e.g., union, employment, or labor contract), constitutional, common law employment right, and/or civil rights by the Municipality. The Municipality agrees to indemnify and hold harmless the County from and against any and all Claim(s) which are imposed upon, incurred by, or asserted against the County or any County Agent by any Municipality Agent and/or which are based upon, result from, or arise from, or are in any way related to any Municipality Agent's wages, compensation, benefits, or other employment-related or based rights, including, but not limited to, those described in this section.
8.3. The Municipality agrees that no Municipality Agent shall, by virtue of this Contract or otherwise, be considered or claimed to be an employee of the County and/or a County Agent. This Contract does not grant or confer, and shall not be interpreted to grant or confer, upon any Municipality Agents or any other individual any status, privilege, right, or benefit of County employment or that of a County Agent.

8.4. The Municipality agrees to provide the County with information regarding any activity affecting the tax status of any parcel including but not limited to the following: Downtown Development Authorities, Redevelopment Plans, Tax Increment Financing Authorities. In addition, the municipality agrees to notify the County immediately of approval of any application for abatement or tax exemption.

8.5. The Municipality agrees to inform the County Agents regarding any increase in taxation which is governed by the Truth in Taxation Act. Further, the Municipality agrees to inform the County Agents regarding any millage increase (new) or renewal.

8.6. The Municipality will be responsible for Special Assessment billings, maintaining a paper trail of roll changes, maintaining the rolls in balance, and providing the Oakland County Equalization Division with the information necessary to prepare the warrant.

8.7. The Municipality agrees that its agents will perform the following functions:

8.7.1. Mechanically make name changes to Sidwell numbers on a monthly basis using the County's Computer terminals.

8.7.2. Provide a copy of all building permits with Sidwell numbers to the County's Equalization Division on a monthly basis.

8.7.3. Be responsible for the establishment, accuracy and compilation of all Special Assessment rolls in the Municipality.

8.7.4. Forward all exemption applications, transfer affidavits, personal property statements and any and all other documents affecting the status or value of property located within the Municipality to the County's Equalization Division in a timely manner.

8.7.5. Forward all information on splits and combinations after approval by the Municipality to the County's Equalization Division.

8.8. In the event that Municipality Agents, for whatever reason, fail or neglect to undertake the tasks in Section 8.7 above, the County's Equalization Division may perform these tasks and they shall be paid on a time and material basis. Such rate shall be based upon the wages plus benefits of the person or persons performing said tasks.

§9. **Independent Contractor** The Parties agree that at all times and for all purposes under the terms of this Contract, the County's and/or any and all County Agents' legal status and relationship to the Municipality shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, Agents, and servants during the term of this Contract. No liability,
right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Contract.

§10. COUNTY PRIORITIZATION OF COUNTY RESOURCES The Municipality acknowledges and agrees that this Contract does not, and is not intended to, create either any absolute right in favor of the Municipality, or any correspondent absolute duty or obligation upon the County, to guarantee that any specific number(s) or classification of County Agents will be present on any given day to provide County services to the Municipality.

§11. INDEMNIFICATION Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents. In any Claims that may arise from the performance of this Contract, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Contract, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its Employees or Agents in connection with any Claim. This Contract does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

§12. CANCELLATION OR TERMINATION OF THIS CONTRACT Except as follows, and notwithstanding any other term or provision in any other section of this Contract, either Party, upon a minimum of ninety (90) calendar days written notice to the other Party, may cancel and/or completely terminate this Contract for any reason, including convenience, without incurring any penalty, expense, or liability to the other Party. The effective date for any such termination is to be clearly stated in the notice.

12.1. At 5:00 p.m. on the effective date of the cancellation of this Contract all Municipality and/or County obligations under this Contract, except those rights and obligations expressly surviving cancellation as provided for in this Contract, shall end.

12.2. The Municipality agrees that any and all Municipality obligations, including, but not limited to, any and all indemnification and hold harmless promises, waivers of liability, record-keeping requirements, any Municipality payment obligations to the County, and/or any other related obligations provided for in this Contract with regard to any acts, occurrences, events, transactions, or Claim(s) either occurring or having their basis in any events or transactions that occurred before the cancellation or completion of this Contract, shall survive the cancellation or completion of this Contract.

§13. EFFECTIVE DATE, CONTRACT APPROVAL AND AMENDMENT The Parties agree that this Contract, and/or any subsequent amendments thereto, shall not become effective prior to the approval by concurrent resolutions of both the Oakland County Board of Commissioners and the Governing Body of the City of Auburn Hills. The approval and terms of this Contract, and/or any possible subsequent amendments thereto, shall be entered in the official minutes and proceedings of both the Oakland County Board of Commissioners and the Governing Body of the City of Auburn Hills and shall also be filed with the office of the Clerk of the County and the Clerk for the City of Auburn Hills.
§14. The Parties agree that this Contract, and/or any possible subsequent amendments, shall be filed with the Michigan Secretary of State and this Contract, and/or any possible subsequent amendments, shall not become effective prior to this required filing with the Secretary of State.

14.1. The Parties agree that except as expressly provided herein, this Contract shall not be changed, supplemented, or amended, in any manner, except as provided for herein, and no other act, verbal representation, document, usage or custom shall be deemed to amend or modify this Contract in any manner.

§15. **NO THIRD-PARTY BENEFICIARIES** Except as expressly provided herein for the benefit of the Parties (i.e., County or Municipality), this Contract does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (i.e., contractually, legally, equitably, or by implication) and/or any right to be subrogated to any Party’s rights in this Contract, and/or any other right of any kind, in favor of any person, including, but not limited to, any County Agent or Municipality Agent or any Municipality Taxpayer, any Taxpayer’s legal representative, any organization, any alleged unnamed beneficiary or assignee, and/or any other person.

§16. **CONSTRUED AS A WHOLE** The language of all parts of this Contract is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. As used in this Contract, the singular or plural number, possessive or nonpossessive shall be deemed to include the other whenever the context so suggests or requires.

§17. **CAPTIONS** The section headings or titles and/or all section numbers contained in this Contract are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Contract.

§18. **NOTICES** Except as otherwise expressly provided for herein, any and all correspondence, invoices, and/or any other written notices required, permitted or provided for under this Contract to be delivered to either Party shall be sent to that Party by first class mail. All such written notices, including any notice canceling or terminating this Contract as provided for herein, shall be sent to the other Party’s signatory to this Contract, or that signatory’s successor in office, at the addresses shown in this Contract. All correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

§19. **WAIVER OF BREACH** The waiver of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Each and every right, remedy and power granted to either Party or allowed it by law shall be cumulative and not exclusive of any other.

§20. **ENTIRE CONTRACT** This Contract, consisting of a total of fourteen (14) pages, sets forth the entire agreement between the County and the Municipality and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the County and the Municipality in any way related to the subject matter hereof, except as expressly stated herein. This Contract shall not be changed or supplemented orally and may be amended only as otherwise provided herein.
For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in this Contract, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Contract on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Contract.

IN WITNESS WHEREOF, Kevin R. McDaniel, Mayor of the City of Auburn Hills, hereby acknowledges that he has been authorized by a resolution of the Governing Body of the City of Auburn Hills, a certified copy of which is attached, to execute this Contract on behalf of the Municipality and hereby accepts and binds the City of Auburn Hills to the terms and conditions of this Contract.

EXECUTED: ___________________________ DATE: ________________
Kevin R. McDaniel, Mayor
City of Auburn Hills

WITNESSED: ___________________________ DATE: ________________
Terri Kowal, Clerk
City of Auburn Hills

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Contract on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Contract.

EXECUTED: ___________________________ DATE: ________________
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: ___________________________ DATE: ________________
(Print Name) ___________________________ DATE: ________________
County of Oakland
To: Mayor and City Council
From: Thomas Tanghe, City Manager; Terri Kowal, City Clerk
Submitted: May 4, 2016
Subject: Motion – Approving 2016 Used Car Dealers Licenses

INTRODUCTION AND HISTORY
All listed businesses are in compliance with Article IV of Chapter 22 of the Auburn Hills Code of Ordinances. Inspections of all four establishments have been completed, as stated in the attached memo from Code Enforcement, dated April 25, 2016.

STAFF RECOMMENDATION
It is recommended that Used Car Lot Licenses be approved for all four establishments.

<table>
<thead>
<tr>
<th>Business</th>
<th>Contact</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>A &amp; S RV Center</td>
<td>Larry Andree</td>
<td>2375 N. Opdyke Road</td>
</tr>
<tr>
<td>Newcomb’s Service, Inc.</td>
<td>Scott Maier</td>
<td>3123 Lapeer Road</td>
</tr>
<tr>
<td>Oakland Truck and Equipment Sales, Inc.</td>
<td>Greg Reefer</td>
<td>2645 Auburn Road</td>
</tr>
<tr>
<td>Parts Place, Inc.</td>
<td>John Finn</td>
<td>2460 Commercial Drive</td>
</tr>
</tbody>
</table>

MOTION
Move to approve renewal of Used Car Lot Licenses for the 2016/2017 licensing period for A & S RV Center, Newcomb’s Service, Inc., Oakland Truck and Equipment Sales, Inc., and Parts Place, Inc.

I CONCUR: THOMAS A. TANGHE, CITY MANAGER
Kathleen,

As of April 25th 2016, four Auburn Hills business establishments requiring Used Vehicle Sales Licenses have been inspected for the year 2016. The following four businesses were inspected by Code Enforcement and met the minimum requirements and it is recommended that renewal for all four businesses should be forwarded to City Council.

A & S RV Center, 2375 Opdyke Rd., phone 248-373-5811  
- Contact: Larry Andree  
- State License: A9930 (expires 12-31-16)  
- Repair License: F100371 (expires 9-30-16)  
- Rubbish Contractor: Waste Management

Oakland Truck and Sales Inc., 2645 Auburn Rd., phone 248-852-8300  
- Contact: Greg Reefer  
- State License: A953 (expires 12-31-17)  
- Repair License: F112816 (expires 9-30-16)  
- Rubbish Contractor: American Container

Newcomb’s Service Inc., 3123 Lapeer Rd., phone 248-373-1422  
- Contact: Scott Maier  
- State License: B7519 (expires 12-31-16)  
- Repair License: F137575 (expires 2-8-17)  
- Rubbish Contractor: Rizzo

Parts Place Inc. at 2460 Commercial Dr. phone 248-789-3803  
- Contact: Jack Finn  
- State License: B1403 (expires 12-31-17)  
- Rubbish: Waste Management

Darren Darge  
Enforcement Officer  
City of Auburn Hills  
Community Development  
1827 N. Squirrel Rd  
Auburn Hills, MI 48326
To: Mayor and City Council  
From: Thomas A. Tanghe, City Manager; Michelle Schulz, Finance Director/Treasurer  
Submitted: May 5, 2016  
Subject: Cash and Investment Interim Report- 1st Quarter

INTRODUCTION AND HISTORY

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

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

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

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

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

Staff liquidated approximately $8.4M of the Insight Investment (formerly known as Cutwater Asset Management) investments to cover operating needs primarily of the General Fund during 2015. An additional $2.6M was liquidated on February 1, 2016 to again meet cash needs of the TIFA Funds and the General Fund. Staff will utilize the reserves held in the Oakland County Local Government Pool during the remainder of 2016 if necessary.

City Council was last presented with the fourth quarter investment report which consisted of three specific pages of the Asset Strategies full quarterly investment report for receive and file at the February 22, 2016 meeting. City Council determined this format would continue during 2016. Attached is the 2016 First Quarter Aggregate Cash Management report, the Executive Summary Table, and the Investment Performance Evaluation Conclusions. This information is provided directly from Asset Strategies full 1st quarter report on the City’s cash and investments. The full report, upon request from staff, is available for review.

Asset Strategies, while available to the City upon request at any time, expects to present at the June 20, 2016 to update City Council on the City’s cash and investment portfolio.

STAFF RECOMMENDATION

The staff recommends the acceptance of the Aggregate Cash Management report, the Executive Summary Table, and the Investment Performance Evaluation Conclusions reported within Asset Strategies Cash Management Investment Performance Analysis for First Quarter 2016.
MOTION

Move to receive and file Asset Strategies 2016 1st Quarter Aggregate Cash Management report, Executive Summary Table and Investment Performance Evaluation Conclusions

I CONCUR:  

Thomas A. Tanghe, City Manager
City of Auburn Hills - Cash Management
Aggregate Cash Management as of 3/31/16

<table>
<thead>
<tr>
<th>Allocation</th>
<th>Insight Investment (formerly Cutwater)</th>
<th>Oakland County LGIP Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>$FMV as of 12/31/2015</td>
<td>$ 41,505,913.71</td>
<td>$ 5,172,268.76</td>
</tr>
<tr>
<td>Total Interest Received in CY 2016</td>
<td>$ 144,267.50</td>
<td>$ 6,825.62</td>
</tr>
<tr>
<td>Net Investment Gain/Loss CY 2016</td>
<td>$ 162,185.51</td>
<td>$ (466.96)</td>
</tr>
<tr>
<td>Net Cash Flow for CY 2016</td>
<td>$ (853,989.27)</td>
<td>$ 3,148.97</td>
</tr>
<tr>
<td>$FMV as of 3/31/2016</td>
<td>$ 40,958,377.45</td>
<td>$ 5,181,776.39</td>
</tr>
</tbody>
</table>

### Asset Allocation by Manager
- Insight Investment ($40,958, 86.91%)
- Certificates of Deposit ($987, 2.09%)
- Oakland County Inves ($5,182, 11.00%)

### Portfolio Performance (%)

<table>
<thead>
<tr>
<th>Qtr</th>
<th>YTD</th>
<th>1 Year</th>
<th>3 Year</th>
<th>5 Year</th>
<th>Incept 12/31/09</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Returns

<table>
<thead>
<tr>
<th>Allocation</th>
<th>Aggregate Cash Management</th>
<th>91-Day Treasury Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qtr</td>
<td>0.69</td>
<td>0.07</td>
</tr>
<tr>
<td>YTD</td>
<td>0.69</td>
<td>0.07</td>
</tr>
<tr>
<td>1 Year</td>
<td>0.98</td>
<td>0.12</td>
</tr>
<tr>
<td>3 Year</td>
<td>0.67</td>
<td>0.07</td>
</tr>
<tr>
<td>5 Year</td>
<td>0.76</td>
<td>0.08</td>
</tr>
<tr>
<td>Incept 12/31/09</td>
<td>0.78</td>
<td>0.09</td>
</tr>
</tbody>
</table>

### Asset Growth ($000)

<table>
<thead>
<tr>
<th>Beginning Market Value</th>
<th>47,665</th>
<th>47,665</th>
<th>53,741</th>
<th>53,162</th>
<th>41,832</th>
<th>42,139</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Contributions &amp; Withdrawals</td>
<td>-856</td>
<td>-856</td>
<td>-7,101</td>
<td>-7,125</td>
<td>3,364</td>
<td>2,602</td>
</tr>
<tr>
<td>Gain/Loss + Income</td>
<td>318</td>
<td>318</td>
<td>488</td>
<td>1,090</td>
<td>1,932</td>
<td>2,386</td>
</tr>
</tbody>
</table>
City of Auburn Hills - Cash Management  
Executive Summary Table  
Periods Ending March 31, 2016

<table>
<thead>
<tr>
<th>Name</th>
<th>Value $(000)</th>
<th>% of Funds</th>
<th>Months Ending</th>
<th>Quarters Ending</th>
<th>Periods Ending 3/31/16</th>
<th>Since Inception</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insight Investment</td>
<td>40,958</td>
<td>86.9</td>
<td>6/15</td>
<td>0.13</td>
<td>0.36</td>
<td>-0.23</td>
</tr>
<tr>
<td>Certificates of Deposit</td>
<td>987</td>
<td>2.1</td>
<td>9/15</td>
<td>0.19</td>
<td>0.35</td>
<td>0.32</td>
</tr>
<tr>
<td>Oakland County Investment Pool</td>
<td>5,182</td>
<td>11.0</td>
<td>12/15</td>
<td>0.15</td>
<td>0.22</td>
<td>0.18</td>
</tr>
<tr>
<td>Aggregate Cash Management</td>
<td>47,127</td>
<td>100.0</td>
<td>3/16</td>
<td>0.13</td>
<td>0.34</td>
<td>-0.18</td>
</tr>
</tbody>
</table>

Indices

| 91-Day Treasury Bill                     | 0.01         | 0.01       | 0.03          | 0.07            | 0.07                    | 0.12            | 0.08           | 0.07          | 0.08          |              |              | 0.09           | 6.25           |

(as of 3/31/2016) Certificates of Deposit includes:

1. $246,715.36 : APR of 0.55% : maturity date of 06/15/2016 : with Talmer Bank
2. $248,324.92 : APR of 1.13% : maturity date of 07/21/2016 : with Cornerstone Bank
3. $246,596.56 : APR of 0.65% : maturity date of 01/24/2017 : with Genisys Credit Union
4. $245,182.71 : APR of 0.65% : maturity date of 02/19/2017 : with MSU Federal Credit Union

as of 4/11/2016, the yield for the Oakland County Investment Pool is +1.43%
1. Investment results for the $47.1 million portfolio managed by Insight Investment and the Treasurer's Office exceeded the 91-Day T-Bill benchmark. The investment rate of return was +0.69% for the quarter and +0.98% for the trailing 1-year period.

2. Investment activity for the quarter:

<table>
<thead>
<tr>
<th>Manager</th>
<th>Interest</th>
<th>$FMV Adjustment</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Insight Investment</td>
<td>$144,267.50</td>
<td>$162,185.51</td>
<td>$306,453.01</td>
</tr>
<tr>
<td>2) Oakland County Invest Pool</td>
<td>$6,825.62</td>
<td>N/A</td>
<td>$6,825.62</td>
</tr>
<tr>
<td>3) Certificates of Deposit</td>
<td>$1,885.87</td>
<td>N/A</td>
<td>$1,885.87</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$152,978.99</strong></td>
<td><strong>$162,185.51</strong></td>
<td><strong>$315,164.50</strong></td>
</tr>
</tbody>
</table>

3. Investment activity for the trailing 12 months:

<table>
<thead>
<tr>
<th>Manager</th>
<th>Interest</th>
<th>$FMV Adjustment</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Insight Investment</td>
<td>$620,658.98</td>
<td>($205,732.27)</td>
<td>$414,926.71</td>
</tr>
</tbody>
</table>
| * 2) Oakland County Invest Pool| $33,209.24 | N/A             | $33,209.24 | (*NOTE: Funded in May 2015)
| 3) Certificates of Deposit      | $13,942.03 | N/A             | $13,942.03 |
| **TOTAL**                      | **$667,810.25** | **($205,732.27)** | **$462,077.98** |

4. After 6.25 years, the active cash management program results are nicely ahead of return and risk objectives.

5. On 1/24/2016, the Genisys CU CD matured with the full balance of $246,596.56 reinvested in a new CD with a maturity of 1/24/2017.

6. On 2/19/2016, the MSU FCU CD matured with $246,959.83 in proceeds. $245,000 was invested in a new CD with a maturity of 2/19/2017.

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

8. The Fed Funds rate, a benchmark for liquid funds, was raised to 0.25% in December 2015, and is targeted between 0.25% and 1.25% through December 2016, yet subject to change at any time. Insight Investment and the Treasurer's Office are earning highly competitive returns, net-of-fees, in a challenging interest-rate environment.
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Terri Kowal, City Clerk
Subject: Consumer’s Energy Franchise Ordinance

INTRODUCTION AND HISTORY

At the meeting of April 25, a proposed ordinance for Consumer’s Energy to supply gas to the residents was introduced with intention to hold a public hearing and possible adopt the ordinance at this meeting. The agreement expires on May 9, 2016. Our City Code and Charter calls for us to enter into a franchise with utilities by ordinance.

The term of the franchise is for 10 years, as required in our Electric and Gas Supply Franchise Ordinance.

If you have any questions, please feel free to contact Derk or Terri.

STAFF RECOMMENDATION

To adopt Ordinance 16-877; Gas Supply Franchise Ordinance with Consumer’s Energy for a term of ten years.

MOTION

Move to adopt Ordinance # 16-877, Consumer’s Energy Gas Supply Franchise Ordinance for a term of ten years, upon all requirements being satisfied, as determined by City Attorney Derk Beckerleg.

I CONCUR: 

THOMAS A. TANGHE, CITY MANAGER
CITY OF AUBURN HILLS
ORDINANCE NO. 16-877

CONSUMERS ENERGY COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS ENERGY COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under highways, streets, alleys, bridges, waterways, and other public places, and to do local gas business in the CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, for a period of 10 years.

THE CITY OF AUBURN HILLS ORDAINS:

SECTION 83-1. GRANT, TERM. The CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, hereby grants to the Consumers Energy Company, a Michigan corporation, its successors and assigns, hereinafter called the “Grantee,” a franchise for the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges, waterways, and other public places, and to do local gas business in the CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, for a period of 10 years. This franchise will expire at the end of the term, and Grantee’s application for a franchise renewal is subject to applicable law.

SECTION 83-2. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 83-3. CONDITIONS. No highway, street, alley, bridge, waterway or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced at Grantee’s costs. A public right-of-way damaged by Grantee in violation of this franchise shall be restored to the same or better condition it existed before the violation. All of Grantee’s pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes. The rights granted herein do not impair the City’s rights provided by law to reasonably respond during a public emergency.

SECTION 83-4. HOLD HARMLESS. Said Grantee shall at all times keep and save the City and its employees and officers free and harmless from all loss, costs, risk, damages, reasonable attorney fees, and expense to which it may be subject by reason of the negligent acts or omissions involving, construction and maintenance of the structures and equipment hereby authorized under this franchise. In case any action is commenced against the City on account of the permission herein given, said Grantee shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

SECTION 83-5. INSURANCE. Grantee shall maintain liability insurance coverage in a manner authorized by the laws of the State of Michigan, insuring against liability for loss or damages for bodily injury, death and property damages that are caused by, arise from or are the result of Grantee’s actions or omissions in the exercise of rights under this franchise. Grantee shall provide written proof of the required liability insurance coverage to the City Clerk upon written request.

SECTION 83-6. COSTS OF ENFORCEMENT. The parties shall reimburse the other party for the costs it incurred, including reasonable attorney fees, in enforcing the franchise terms and conditions if determined by a court to have been in violation of this franchise.

SECTION 83-7. EXTENSIONS. Said Grantee shall construct and extend its gas distribution system within said City and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 83-8. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.
SECTION 83-9. RATES. Said Grantee shall be entitled to charge the inhabitants of said City for gas furnished therein, the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said City, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefore being made by either said City, acting by its City Council, or by said Grantee.

SECTION 83-10. REVOCATION. The franchise granted by this ordinance is subject to revocation by the City or Grantee upon thirty (30) days written notice by the party desiring such revocation.

SECTION 83-11. SALE, ASSIGNMENT, AND TRANSFER OF FRANCHISE. Grantee shall not sell, assign, sublet or transfer this franchise or any rights under it without the written consent of the City.

SECTION 83-12. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said City, and shall be subject to applicable rules and regulations related to the supply of gas in said City.

SECTION 83-13. INJUNCTIVE RELIEF; ELECTION OF REMEDIES. The parties are entitled to seek injunctive relief for a violation of this franchise. The parties are also entitled to seek any form of remedy available to it, and the election of one remedy shall not act as a waiver or restrict the parties’ right to pursue additional remedies at any time.

SECTION 83-14. REPEALER. This ordinance, when accepted and published as herein provided, shall repeal and supersede the provisions of a gas ordinance adopted by the City Council on April 21, 1986 entitled: Ordinance No. 390 and amendments, if any, to such ordinance whereby a gas franchise was granted to Consumers Energy Company.

SECTION 83-15. SAVINGS. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were commenced.

SECTION 83-16. 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 83-15. EFFECTIVE DATE. This ordinance shall take effect upon the day after the date of publication thereof; provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said City and said Grantee.

SECTION 83-16. 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 9th day of May, 2016, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

We certify that the foregoing Franchise Ordinance was duly enact by the City Council of the CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, on the 9th day of May 2016.

AYES:

NAYES:

ABSTENTIONS:

ABSENT
I, the undersigned, the duly qualified Clerk for 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 the ______ day of ____________________, 2016, the original of which is in my office.

____________________________________
Terri Kowal, City Clerk
INTRODUCTION AND HISTORY

The city ordinance dealing with parking must be amended to allow enforcement of permit parking in city owned lots or in parking ramps. The city intends to allow a certain number of parking spaces in the ramp to be leased to occupants of the apartment complex. In order for police to issue a ticket, the ordinance must be amended. For a vehicle parked in a marked, leased space, police would issue a parking ticket upon receiving a complaint. Police could impound and tow under some circumstances but would not tow unless there were repeated violations by a particular vehicle and after an attempt to contact the registered owner.

The management of the apartment complex would be responsible for issuing the permits to the residents for a certain number of the parking spaces for which they would pay a fee. The city expects the fee to be $1 per day. A system of marking the spaces would be established.

Secondly, the parking fines listed in the ordinance have never been updated and as part of this amendment the fine amounts would be increased to the amount that we are currently charging but is not reflected in the ordinance. Auburn Hills Police write very few parking tickets, an estimate is an average of 10 or so monthly. Oakland Community College also writes our parking tickets and issues an average of 5 monthly. The parking fees would be established annually as part of the city’s review of fees.

City Attorney Mike Salhaney provided information on the fine amounts among a few local communities: Orchard Lake - $15; Rochester Hills - $40; 48th District Court - $40; Birmingham metered parking - $5 or $10. At $20 we expect to be within a reasonable range.

STAFF RECOMMENDATION

Staff recommends adoption of the amendment to allow police to issue citations to violators who park illegally in any city lot or structure without a valid parking permit.

MOTION

Move to adopt Ordinance 16-875 to amend City Ordinance Chapter 70, Article VII, Division 2 – Parking Violations Bureau, of the City of Auburn Hills Code of Ordinances, as amended, to Amend Section 70-361 – Parking Offenses; Fines.

I CONCUR:  

THOMAS A. TANGHE, CITY MANAGER
CITY OF AUBURN HILLS
COUNTY OF OAKLAND
STATE OF MICHIGAN
ORDINANCE NO. 16-875

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE VII, DIVISION 2-PARKING VIOLATIONS BUREAU, OF THE CITY OF AUBURN HILLS CODE OF ORDINANCES, AS AMENDED, TO AMEND SECTION 70-361 – PARKING OFFENSES; FINES.

THE CITY OF AUBURN HILLS ORDAINS:

Sec. 70-361 is amended as follows:

Sec. 70-361. - Parking offenses; fines.

(a) The following shall be deemed to be parking offenses in violation of this division, and the fine for each violation shall be in accordance with the schedule of fines adopted by the City annually:

(1) Parking in an area in violation of a no parking sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the City of Auburn Hills concerning public and private roads, drives or parking lots.

(2) Parking within 15 feet of a fire hydrant.

(3) Parking in a marked fire lane.

(4) Parking within 25 feet of a corner.

(5) Parking within five feet of a driveway or alley.

(6) Parking upon or partially upon a sidewalk or crosswalk.

(7) Parking within ten feet of the center of a street.

(8) Parking a vehicle for longer than permitted.

(9) Parking a vehicle more than one foot from a curb or curbline.

(10) Parking a vehicle in violation of any other parking provisions of any ordinance of the city.

(11) Parking a vehicle within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a highway, road or street.

(12) The following shall be deemed to be a parking offense in violation of this article and the fine for each violation shall be as follows:

a. Parking in an area in violation of a no standing, stopping, and parking, tow away zone sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the city, concerning public and private roads, drives or parking lots.
b. The fine for each violation shall be in accordance with the schedule of fines adopted by the City annually.

(13) Parking a vehicle within 50 feet of the nearest rail of a railroad crossing.

(14) Parking a vehicle within 20 feet of the driveway entrance to any fire station.

(15) Parking a vehicle alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.

(16) Parking a vehicle on the highway side of any vehicle stopped or parking at the edge or curb of a street.

(17) Within an intersection.

(18) Within 500 feet of an accident where police officers are in attendance when the scene of the accident lies outside of any city or village; provided, however, that motor buses, for the purpose of taking on or discharging passengers, may be stopped at the places designated in subsections (2), (5) and (7) of this subsection, or on the highway side of a vehicle illegally parked in a legally designated bus zone.

(19) In front of any theatre.

(20) Parking unauthorized vehicle in a handicapped lot of Oakland Community College.

(21) Parking in the handicapped permit area of Oakland Community College without a permit.

(22) Stopped or standing in a marked fire lane.

(23) Parking in a marked handicapped space.

(24) If a vehicle is illegally parked in any permit area of any Auburn Hills parking lot or parking structure without a valid parking permit, the police department may issue a citation to the registered owner of the vehicle. The police department may call a towing agency and impound the vehicle. If the vehicle is impounded, the police department must follow the procedures set forth in MCL 257.252d.

The fines of this subsection shall be doubled concerning any violator who fails to appear within ten days of the date of the violation. In cases where the defendant has been found guilty by a court of law, the court may assess, in addition to the fines provided in this subsection, costs and judgement fees as provided by law.

(b) Except as provided in section 70-351, the provisions of this division shall control the parking of vehicles on public highways, streets, roads and parking areas and drives and also on private parking lots, private drives, and private roads which are open to the public and for the use of patrons of any businesses, apartments, stores, offices, and clinics, providing that the owner or owners of the private parking lots, private roads or private drives consent to the enforcement of parking ordinances of the city concerning parking violations occurring within the lot, roads or drives. It shall not be necessary for the owners of non-residentially zoned private properties containing a vacant building and/or vacant buildings to consent to the enforcement of section 70-351 for violations of section 70-351 occurring on any non-residentially zoned private properties containing a vacant building and/or vacant buildings including but not limited to private parking lots located thereon and the city and its officers are authorized to enforce section 70-351 at said locations without the owners' consent. The penalties for violations of section 70-351 shall be as set forth in section 70-351(b) and not the penalties set forth in this division.
(c) In any proceeding for a violation of this division, proof that the particular vehicle described in the complaint was parked in violation of any such provision or regulation, together with proof that the defendant named in the complaint was at the time of such offense the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

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.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were 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 _____________, 2016, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

AYES:  
NAYES:  
ABSTENTIONS:  
ABSENT

STATE OF MICHIGAN  )  
COUNTY OF OAKLAND  ) ss.

I, the undersigned, the duly qualified Clerk for 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 the _____ day of _____________, 2016, the original of which is in my office.

____________________________________  
Terri Kowal, City Clerk
CITY OF AUBURN HILLS  
COUNTY OF OAKLAND  
STATE OF MICHIGAN  

ORDINANCE NO. ____  

AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE VII, DIVISIONS 2-PARKING VIOLATIONS BUREAU, OF THE CITY OF AUBURN HILLS CODE OF ORDINANCES, AS AMENDED, TO AMEND SECTION 70-361 – PARKING OFFENSES; FINES.

THE CITY OF AUBURN HILLS ORDAINS:

Sec. 70-361 is amended as follows:

Sec. 70-361. - Parking offenses; fines.

(a) The following shall be deemed to be parking offenses in violation of this division, and the fine for each violation shall be as follows:

(1) Parking in an area in violation of a no parking sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the Township of Pontiac City of Auburn Hills concerning public and private roads, drives or parking lots .....$ 3.00

(2) Parking within 15 feet of a fire hydrant .....5.00

(3) Parking in a marked fire lane .....5.00

(4) Parking within 25 feet of a corner .....3.00

(5) Parking within five feet of a driveway or alley .....3.00

(6) Parking upon or partially upon a sidewalk or crosswalk .....3.00

(7) Parking within ten feet of the center of a street .....3.00

(8) Parking a vehicle for longer than permitted .....3.00

(9) Parking a vehicle more than one foot from a curb or curbline .....3.00

(10) Parking a vehicle in violation of any other parking provisions of any ordinance of the city .....3.00

(11) Parking a vehicle within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a highway, road or street .....3.00

(12) The following shall be deemed to be a parking offense in violation of this article and the fine for each violation shall be as follows:
a. Parking in an area in violation of a no standing, stopping, and parking, tow away zone sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the city, concerning public and private roads, drives or parking lots.

b. The fine for each violation shall be $20.00 in accordance with the schedule of fines adopted by the City annually.

(13) Parking a vehicle within 50 feet of the nearest rail of a railroad crossing .....3.00
(14) Parking a vehicle within 20 feet of the driveway entrance to any fire station .....3.00
(15) Parking a vehicle alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic .....3.00
(16) Parking a vehicle on the highway side of any vehicle stopped or parking at the edge or curb of a street .....3.00
(17) Within an intersection .....3.00
(18) Within 500 feet of an accident where police officers are in attendance when the scene of the accident lies outside of any city or village; provided, however, that motor buses, for the purpose of taking on or discharging passengers, may be stopped at the places designated in subsections (2), (5) and (7) of this subsection, or on the highway side of a vehicle illegally parked in a legally designated bus zone .....3.00
(19) In front of any theatre .....3.00
(20) Parking unauthorized vehicle in paraplegie–a handicap space of Oakland Community College or Oakland University .....9.00
(21) Parking in the medical handicapped permit area of Oakland Community College or Oakland University without a medical permit .....9.00
(22) Stopped or standing in a marked fire lane .....9.00
(23) Parking in a marked handicapped space........
(24) If a vehicle is illegally parked in any permit area of any Auburn Hills parking lot or parking structure without a valid parking permit, the police department may issue a citation to the registered owner of the vehicle. The police department may call a towing agency and impound the vehicle. If the vehicle is impounded, the police department must follow the procedures set forth in MCL 257.252d.

The fines of this subsection shall be doubled concerning any violator who fails to appear within ten days of the date of the violation. In cases where the defendant has been found guilty by a court of law, the court may assess, in addition to the fines provided in this subsection, costs and judgement fees as provided by law.

(b) Except as provided in section 70-351, the provisions of this division shall control the parking of vehicles on public highways, streets, roads and parking areas and drives and also on private parking lots, private drives, and private roads which are open to the public and for the use of patrons of any businesses, apartments, stores, offices, and clinics, providing that the owner or owners of the private parking lots, private roads or private drives consent to the enforcement of parking ordinances of the city concerning parking violations occurring within the lot, roads or
drives. It shall not be necessary for the owners of non-residentially zoned private properties containing a vacant building and/or vacant buildings to consent to the enforcement of section 70-351 for violations of section 70-351 occurring on any non-residentially zoned private properties containing a vacant building and/or vacant buildings including but not limited to private parking lots located thereon and the city and its officers are authorized to enforce section 70-351 at said locations without the owners' consent. The penalties for violations of section 70-351 shall be as set forth in section 70-351(b) and not the penalties set forth in this division.

(c) In any proceeding for a violation of this division, proof that the particular vehicle described in the complaint was parked in violation of any such provision or regulation, together with proof that the defendant named in the complaint was at the time of such offense the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

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 _______________, 2016, and ordered to be given publication in a manner prescribed by the Charter of the City of Auburn Hills.

AYES:
NAYES:
ABSTENTIONS:
ABSENT

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) ss.

I, the undersigned, the duly qualified Clerk for 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 the _____ day of ______________, 2016, the original of which is in my office.

____________________________________
Terri Kowal, City Clerk
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Ronald J. Melchert, Director of Public Works
Submitted: May 4, 2016
Subject: Amendment to Auburn Hills Code of Ordinances, Chapter 58 – Special Assessments

INTRODUCTION AND HISTORY
On April 11, 2016, City Council reviewed and set for public hearing an amendment to Chapter 58 – Special Assessments, of the Auburn Hills Code of Ordinances. The proposed amendment would change Section 58-2 to read as follows: “that no more than 50 percent of the cost of local road construction or improvement shall be borne by the city at large”. Additional language has been included in the amendment to support the language change and includes sections referencing Repealer, Severability, Savings, Effective Date, and Adoption.

This amendment will allow the City Council the flexibility to authorize City contributions from zero to 50% to the total cost of certain road improvement projects, while special assessing the balance to the direct beneficiaries of these improvements.

STAFF RECOMMENDATION
Staff recommends adoption of the proposed amendment as stated above.

MOTION
Move to adopt Ordinance No. 16-876, an ordinance to amend section 58-2, Power, of Chapter 58, Special Assessments, of the Auburn Hills City Code, as amended, to provide with respect to the special assessment for local road construction or improvements, that no more than fifty percent (50%) of the cost of said local road construction or improvements shall be borne by the City at large.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
AN ORDINANCE TO AMEND SECTION 58-2, POWER, OF CHAPTER 58, SPECIAL ASSESSMENTS, OF THE AUBURN HILLS CITY CODE, AS AMENDED, TO PROVIDE THAT WITH RESPECT TO THE SPECIAL ASSESSMENT FOR LOCAL ROAD CONSTRUCTION OR IMPROVEMENTS, THAT NO MORE THAN FIFTY PERCENT (50%) OF THE COST OF SAID LOCAL ROAD CONSTRUCTION OR IMPROVEMENTS SHALL BE BORNE BY THE CITY AT LARGE.

THE CITY OF AUBURN HILLS ORDAINS:

Section 1.

Section 58-2, Power, of Chapter 58, Special Assessments, of the Auburn Hills City Code, as amended, is hereby amended to now read as follows:

Section 58-2. – Power.

The city council shall have the power to assess and reassess the cost, or any portion thereof, of any public improvement to a special district as provided in the Charter of the city and the laws of the state in accordance with the procedures established by this chapter, provided, however, that no more than 50 percent of the cost of local road construction or improvement shall be borne by the city at large.

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.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law when they were 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 __________, 2016, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

AYES:
NAYES:
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 the _____ day of _____________, 2016, the original of which is in my office.

______________________________
TERRI KOWAL, City Clerk
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; and Mark Michling, Manager of Public Utilities
Submitted: May 3, 2016
Subject: 2016 Bloomfield Orchards Subdivision, Water Main Replacement Bid Award and Construction Engineering Services

INTRODUCTION AND HISTORY

Attached for your review and consideration is the bid award and engineering services for the seventh and final phase of the Bloomfield Orchards Water Main Replacement Master Plan which began in 2003. The 2016 phase includes the pipe bursting of existing cast iron main and replacing it with new high-density polyethylene (HDPE) piping, as well as replacing all fire hydrants and gate valves. Based on our experience with previous phases the copper services and stop boxes will only be replaced as needed. Once existing service lines are connected to the new main, restoration will be completed. There is no significant concrete maintenance proposed as a part of this year’s project, save repairing road sections and sidewalks impacted by the pipe bursting. The majority of the road maintenance has been deferred in order to combine it with a larger scope of City wide concrete maintenance (in 2017) to achieve volume pricing discounts.

Maps of the completed areas and the 2016 target areas are attached in the packet for reference.

The proposed project limits for phase 7 are:

- Ashburnham from Hempstead to Old Salem
- Hempstead from Ashburnham to Hamlet
- Old Salem from Ashburnham to Provincetown
- Provincetown from Hempstead to Old Salem

On April 13, 2016 at 10:00 am the City Clerk’s office received four bids for the project and the tabulations were as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Trenchless Services, LLC</td>
<td>$1,196,360.00</td>
</tr>
<tr>
<td>Pamar Enterprises, Inc.</td>
<td>$1,257,793.60</td>
</tr>
<tr>
<td>M-K Construction Co., Inc.</td>
<td>$1,347,223.29</td>
</tr>
<tr>
<td>Bidigare Contractors, Inc.</td>
<td>$1,387,013.00</td>
</tr>
</tbody>
</table>
Attached for review and reference is the bid tab, an engineer’s letter of recommendation, and the scope of construction services provided by OHM Advisors and Testing Engineering and Consultants (TEC). There is a mathematical error in the bid tab number for Midwest Trenchless Services the amount should be $1,149,560.00.

The figure entered in the construction administration for Crew Days ($46,800.00) is not included in the recommended award amount as these are not part of payments made to the contractor, but are considered in the not-to-exceed construction administration from OHM. Crew Days are a new bid item in City contracts and are included to encourage contractors to finish their projects by their own stated deadline. If the contractor does not finish by the stated deadline they will be financially responsible for any daily inspection fees beyond the closing date. In other words, if the project is extended due to the performance of the contractor, the City will not be responsible for additional construction inspections services. Engineering services for this project include construction staking, observation, engineering, administration, and geotechnical services. The services outlined above will be performed on a time-and-materials basis for the not-to-exceed amount of $102,800 for OHM and an estimated $4,000 for TEC. There is $1.75 million budgeted in the 2016 Water Fund for this project.

**STAFF RECOMMENDATION**

Midwest Trenchless Services, LLC out of Whitehall, Michigan is the low bidder for this project. They have over 24 years of experience in underground construction and have completed many other pipe bursting projects throughout the region. Based on staff discovery, we recommend award of this contract to Midwest Trenchless Services, LLC. Additionally, after reviewing the scope of engineering services, staff recommends awarding the time and materials contract to OHM Advisors and TEC. There is adequate budget in the 2016 Water Fund to complete this project.

**MOTION**

Move to approve the award of the Bloomfield Orchards Water Main Replacement Project to Midwest Trenchless Services, LLC 3129 Benston Rd. Whitehall, Michigan 49461 in the amount of $1,149,560.00. Engineering services for the not to exceed amount of $102,800.00 to OHM Advisors and material testing fees in the estimated amount of $4,000.00 to Testing Engineering and Consultants. Funding provided from account number (592-536-977.001-BMLORCHWTRMN).

I CONCUR: 

THOMAS A. TANGHE, CITY MANAGER
April 18, 2016

Thomas Tanghe
City Manager
CITY OF AUBURN HILLS
1827 N. Squirrel Road
Auburn Hills, MI 48326

RE: 2016 Bloomfield Orchards Subdivision
Water Main Improvements, Phase VII
Letter of Recommendation

Dear Mr. Tanghe:

On April 13, 2016 at 10:00 am, a total of four bids were received for the above referenced project. The four bidders are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
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<tbody>
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<td>$1,347,223.29</td>
</tr>
<tr>
<td>Bidigare Contractors, Inc.</td>
<td>$1,387,013.00</td>
</tr>
</tbody>
</table>

The project scope consists of replacing existing cast iron water main with new 8” High-Density Polyethylene (HDPE) water main installed via pipe bursting method, along a section of Provincetown and Old Salem and along the length of Hempstead and Ashburnham.

Midwest Trenchless Services, LLC out of Whitehall, Michigan is the low bidder for this project. They have over 24 years of experience in similar construction and have completed many other pipe bursting projects throughout the region. Based on our findings, we recommend award of this contract to them in the amount of $1,149,560.00 per the unit prices listed on the bid. The amount entered in the bid for Crew Days ($46,800.00) is not included in the recommended award amount as these are not part of payments made to the Contractor.

Digital files of this letter and a bid tabulation have been emailed to your office. If you have any questions or require additional information, please feel free to contact this office.

Sincerely,

Timothy J. Juidici, P.E.

cc: Jeff Herczeg, Deputy Director of Public Works
Mark Michling, Manager of Public Utilities
Terri Kowal, City Clerk
Joel Krusynski, Midwest Trenchless Services, LLC, 3129 Benston Road, Whitehall, MI 49461
April 18, 2016

City of Auburn Hills
1500 Brown Road
Auburn Hills, MI 48326

Attention: Mr. Ronald Melchert
Director of Public Works

Regarding: 2016 Bloomfield Orchards Water Main Improvements (Phase VII)
Scope of Construction Services

Dear Mr. Melchert:

Outlined below is a Scope of Work for construction services to be provided by OHM Advisors for the above referenced project.

PROJECT UNDERSTANDING

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the 2016 Bloomfield Orchards Water Main Improvements project for which bids were received on Wednesday, April 13, 2016. The proposed project consists of replacing existing cast iron water mains with new 8” High-Density Polyethylene (HDPE) water main, along sections of Provincetown and Old Salem as well as along the length of Hempstead and Ashburnham. The proposed water main will be constructed via pipe bursting installation.

SCOPE OF SERVICE

Construction Engineering
Under this task the project team will perform construction engineering for the project and assist with any necessary field changes to successfully complete the work. Specific work efforts include:

- Produce daily field reports documenting construction activities and pay item quantities.
- Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- Attend to Resident concerns throughout the project.
- Review Contractor's progress on the project to ensure that the work is in compliance with the proposed schedule.

Contract Administration
Under this task, the project team will complete services necessary to administer the contract. Specific work efforts include:

- Coordination with the Contractor and City to execute the contract documents.
- Arrange and host one (1) public meeting with area residents within the influence of the project.
- Arrange and attend one (1) pre-construction meeting prior to the start of the project.
• Provide three (3) signed copies of the contract documents to the City, one (1) to the Clerk’s office and one (1) to the DPW, one (1) for OHM records.
• Prepare monthly construction pay estimates and process contract change orders (if required).
• Request and collect contractor’s declaration, contractor’s affidavit, waivers from major suppliers and subcontractors, release of surety, and release from other public agencies for which permits have been obtained under this contract.

Construction Survey Layout
This task will involve performing construction staking for the proposed work. Specific work efforts include:
• Establish on-site survey control to be utilized during the construction of the project.
• Provide required construction staking for gate valve and hydrant locations. We have included effort required to provide one complete set of off-set stakes for the contract items indicated.
• Collect as-built location of gate valve and hydrants and transfer coordinates to GIS database.

Crew Days (Construction Observation)
This project contract includes a line item for Crew Days in Contractor’s bid. This item is for construction observation required for the Contractor’s operations. OHM will provide daily observation of work under this Crew Day item. Full-time inspection will be provided for all construction operations as indicated in the contract specifications for Crew Days. The Contractor has included the Crew Day amount in their bid based on their anticipated schedule for the project.

SCHEDULE
Based on the Council meeting schedule, we anticipate that the project award would be approved at the April 25th Council meeting and construction on the project would begin in May. The project is expected to be completed in September.

COMPENSATION
The construction engineering, contract administration, and construction layout services outlined above will be performed on an hourly basis for the not-to-exceed amount of fifty-six thousand dollars ($56,000.00). The construction observation as Crew Days will be performed on a per day basis for the amount of forty-six thousand eight hundred dollars ($46,800.00), which is based on the amount bid by the Contractor for this item. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Engineering</td>
<td>$31,000</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>$19,000</td>
</tr>
<tr>
<td>Construction Survey Layout</td>
<td>$6,000</td>
</tr>
<tr>
<td>Eng/Admin/Layout Total</td>
<td>$56,000</td>
</tr>
<tr>
<td>Crew Days (Construction Observation)</td>
<td>$46,800</td>
</tr>
<tr>
<td><strong>Construction Services Total</strong></td>
<td><strong>$102,800</strong></td>
</tr>
<tr>
<td>Materials Testing Services (G2)</td>
<td>$4,000</td>
</tr>
</tbody>
</table>
FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions.

- The City will be responsible for all permit fees.
- Materials testing will be provided by G2 Consulting Group, LLC (G2) under a separate contract and is not included in this scope of construction services. An estimated amount for this service has been provided above for your information.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

OHM Advisors

Timothy J. Judici, P.E.
Client Representative

cc: Jeff Herczeg, Deputy Director of Public Works
    Mark Michling, Manager of Public Utilities
    Nicholas Bayley, OHM Advisors
    File

City of Auburn Hills
2016 Bloomfield Orchards Water Main Improvements, Phase VII

Accepted By:______________________________________________________________

Printed Name:_____________________________________________________________

Title:______________________________________________________________

Date:______________________________________________________________
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td>1)</td>
<td>Mobilization, Max $60,000</td>
<td>1 LS</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
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<tr>
<td>2)</td>
<td>Erosion Control</td>
<td>1 LS</td>
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<td>Traffic Maintenance and Control, Max $15,000</td>
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<td>4)</td>
<td>Audio Video Route Survey</td>
<td>1 LS</td>
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<td>$7,500.00</td>
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<td>5)</td>
<td>Exploratory Trench</td>
<td>6 Ea</td>
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<td>$3,000.00</td>
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<tr>
<td>6)</td>
<td>Tree, Rem, 6 inch to 18 inch</td>
<td>4 Ea</td>
<td>$750.00</td>
<td>$3,000.00</td>
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<tr>
<td>7)</td>
<td>Tree, Rem, 19 inch to 36 inch</td>
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<td>$1,500.00</td>
<td>$9,000.00</td>
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<tr>
<td>8)</td>
<td>Stump, Rem</td>
<td>15 Ea</td>
<td>$400.00</td>
<td>$6,000.00</td>
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<tr>
<td>9)</td>
<td>Dr Structure, Rem</td>
<td>4 Ea</td>
<td>$500.00</td>
<td>$2,000.00</td>
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<tr>
<td>10)</td>
<td>Temporary Bank of Mailboxes</td>
<td>8 Ea</td>
<td>$500.00</td>
<td>$4,000.00</td>
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<tr>
<td>11)</td>
<td>Post Mailbox, Remove and Reset</td>
<td>110 Ea</td>
<td>$100.00</td>
<td>$11,000.00</td>
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<td>12)</td>
<td>Sign, Remove and Reset</td>
<td>7 Ea</td>
<td>$100.00</td>
<td>$700.00</td>
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<tr>
<td>13)</td>
<td>Pavt, Rem</td>
<td>784 Syd</td>
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<td>$19,600.00</td>
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<td>14)</td>
<td>Sidewalk, Rem</td>
<td>617 Syd</td>
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<td>15)</td>
<td>Videotape Sanitary Leads</td>
<td>69 Ea</td>
<td>$350.00</td>
<td>$24,150.00</td>
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<tr>
<td>16)</td>
<td>Repair 6&quot; HDPE Sump Line, Trench B</td>
<td>5 Ea</td>
<td>$250.00</td>
<td>$1,250.00</td>
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<tr>
<td>17)</td>
<td>Repair 2&quot; HDPE Sump Lead</td>
<td>5 Ea</td>
<td>$200.00</td>
<td>$1,000.00</td>
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<td>18)</td>
<td>Repair 6&quot; Sanitary Service Lead, Trench B</td>
<td>5 Ea</td>
<td>$1,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>19)</td>
<td>Underdrain, Subgrade, 6 inch</td>
<td>300 Ft</td>
<td>$25.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>20)</td>
<td>Frame and Cover, Remet</td>
<td>4 Ea</td>
<td>$500.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>21)</td>
<td>Dr Structure, 48 inch dia</td>
<td>4 Ea</td>
<td>$2,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>22)</td>
<td>Sewer, CI E, 12 inch, Tr Det B</td>
<td>72 Ft</td>
<td>$100.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>23)</td>
<td>Sewer, CI E, 15 inch, Tr Det B</td>
<td>62 Ft</td>
<td>$105.00</td>
<td>$6,150.00</td>
</tr>
<tr>
<td>24)</td>
<td>Maintenanc Aggregate, 21A</td>
<td>65 Ea</td>
<td>$5.00</td>
<td>$327.50</td>
</tr>
<tr>
<td>25)</td>
<td>Aggregate Base, 21A Limestone, 6 inch</td>
<td>1277 Syd</td>
<td>$2.00</td>
<td>$25,540.00</td>
</tr>
<tr>
<td>26)</td>
<td>Conc, Pavt Misc, Nonreinf</td>
<td>143 Syd</td>
<td>$100.00</td>
<td>$14,300.00</td>
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<tr>
<td>27)</td>
<td>Driveway, Nonreinf Conc, 6 inch</td>
<td>840 Syd</td>
<td>$75.00</td>
<td>$63,000.00</td>
</tr>
<tr>
<td>28)</td>
<td>Sidewalk, Conc, 4 inch</td>
<td>2012 Sft</td>
<td>$6.50</td>
<td>$13,078.00</td>
</tr>
<tr>
<td>29)</td>
<td>Sidewalk, Conc, 6 inch</td>
<td>3517 Sft</td>
<td>$9.00</td>
<td>$31,653.00</td>
</tr>
<tr>
<td>30)</td>
<td>Detectable Warning, ADA</td>
<td>50 Ft</td>
<td>$75.00</td>
<td>$3,750.00</td>
</tr>
<tr>
<td>31)</td>
<td>Gate Well,Rem</td>
<td>13 Ea</td>
<td>$1,000.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>32)</td>
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**TOTAL BID AMOUNT**

$1,196,360.00

$1,257,793.60

$1,347,223.29

$1,387,013.00
SEVEN PHASE PLAN
BLOOMFIELD ORCHARD
Area of Work 2016
CITY OF AUBURN HILLS
1.5.2016
Meetings regarding fire millage planned

By Paul Kampe

Auburn Hills officials are hosting a series of informational meetings for residents in ahead of the August primary election, which features a proposal for a fire millage increase for city residents.

The proposal would restore the existing millage to the 2.5 mills allowed by the city’s charter, costing the average city homeowner $43 more per year, according to officials.

If approved, the millage would raise an additional $1 million each year for the city’s fire department — similar to pre-recession levels in 2008 — which is expected to operate at a loss of more than $100,000 this year, according to it.

The increase in funding would allow officials to upgrade equipment and technology as well as hire additional personnel.

Without the additional funding, that deficit is predicted to increase to more than $350,000 in 2017.

If approved and levied in its entirety, the millage would generate an estimated $3.6 million for the department. The meetings are scheduled for:

* Wednesday, May 4: 7 p.m.; Fire Station 3; 3523 Joslyn Road
* May 11; 7 p.m.; Fire Station 2; 1899 North Squirrel Road
* May 18; 7 p.m.; Fire Station 1; 3483 Auburn Road

Contact City Manager Tom Tanghe at 248-370-9440 or ttanghe@auburnhills.org or Fire Chief James Manning at 248-364-6860 or jmanning@auburnhills.org for more information.

The primary election is Aug. 2.
SCHOOLS

Participants in college and career fair share real-life experiences

Avondale High School students had the opportunity to explore various post-graduation career and education paths during the school’s annual College and Career Fair. More than 50 representatives from industries including manufacturing, health and medicine, automotive, human services, marketing, computer technology, real estate, finance, teaching and more met with students as they made their way through the maze of presenters.

“When looking at options for your future, you need to take advantage of events like this and other resources available at the school,” presenter Casey Colussi from HelloWorld shared with a group of sophomores. “As a kid, I didn’t have resources like this when it came to career exploration. I didn’t have the opportunity to meet face-to-face with people engaged in the careers I was interested in. There wasn’t a chance to ask the pointed questions that you are able to ask,” he added.

The students spent the day asking about everything from wages to education requirements to benefits and perks. The representatives spoke with candor, sharing their first-hand experiences and giving the students tips to avoid pitfalls that befall every career. “That’s the real value of the College and Career Fair,” said Tim Morton, Avondale High School teacher and one of the organizers of the event.

“The industry reps share the insight that you can’t get from reading a text book.

The face-to-face interaction is powerful; the students get real-life information as they move forward with their real-life plans. This is a chance to really explore options as a good fit for them,” added Morton.

Likewise, the discussions between the students and the college representatives focused on finding the post high school educational experience that will be a good fit for what the students want to accomplish in their professional lives. Representatives from West Point Military Academy, Baker College, Oakland University, Michigan State University, Michigan Tech, Madonna University, Central Michigan University, University of Michigan and others provided the ninth- through twelfth-graders with information about obtaining two- or four-year degrees, as well as information about certification and accreditation programs. Students learned the paths they will need to take in order to achieve their professional goals.
OU expands graduate ceremonies

Commencement will be increased to three days this year

By Paul Kampe
paul.kampe@oakpress.com
@paulkampe on Twitter

As Oakland University's student population continues to climb, so too has the number of outgoing graduates.

To accommodate the increase, school officials have expanded its spring commencement this year to three days for the nearly 2,200 graduates.

Commencement ceremonies were scheduled to begin with doctoral and master's degree graduates Thursday afternoon and continue Friday and Saturday for the school's undergraduate students.

Today will feature two separate ceremonies to honor the more than 800 graduates from the College of Arts and Sciences, the first time its graduates have required multiple ceremonies.

Saturday's ceremonies will honor graduates from the schools of Business Administration, Education and Human Service, Engineering and Computer Science; Health Sciences, Nursing and bachelor of integrative studies.

Oakland University has expanded its spring commencement to three days for its nearly 2,200 graduates to accommodate the increase.

PHOTO COURTESY OF OAKLAND UNIVERSITY

FROM PAGE 1

Honorary degrees will be awarded to Curt Toteland, founder of Shakespeare Behind Bars, and philanthropist Patti Finnegan Sharf.

All graduate and undergraduate commencement ceremonies will take place inside the school's O'rena, which has been the venue for spring commencement since 2013.

School officials said the move indoors from Meadow Brook Music Festival, where the ceremonies were held until three years ago, was necessary due to the unpredictability of late-April weather.
AUBURN HILLS

Demolition of Palm Palace begins

Auburn Hills officials reported demolition has begun on the site of a former Mediterranean restaurant across from the entrance of Oakland University.

The former Palm Palace restaurant, located on the northwest corner of University Drive and Squirrel Road, is being razed to make way for a shopping center highlighted by a Starbucks location.

The 12,000-square-foot retail center is also expected to feature five other tenants when it opens this fall. — Staff writer Paul Kampe

OAKLAND UNIVERSITY

$78M housing project to begin in June

A nearly $80 million student housing project will break ground June 8 on the south side of Oakland University’s campus.

The facility is expected to be approximately 290,000 square feet and feature 750 rooms. The building will also feature dining and academic space.

Final plans for the project were approved at a recent meeting of the school’s board of trustees.

Nearly 3,000 students reside on the suburban campus, which spans portions of Rochester Hills and Auburn Hills.

The as-of-yet unnamed building is expected to open in August of 2018. — Staff writer Paul Kampe

AUBURN HILLS

Legoland hosts Adult Night at Great Lakes Crossing

Adults with a youthful spirit will be able to stretch their creative muscles once a month when Legoland at Great Lakes Crossing host their Adult Night, according to a report from Rochester Media.

While adults without children are usually not admitted, the last Thursday of every month for 7 p.m. to 9 p.m., adults can visit Legoland unaccompanied.

No one under 18 will be admitted at this time.

During the launch event April 28th, grown-up Lego fans are invited to participate in the Build & Test competition to see who can make the fastest racer, or build a model of a classic toy in the Build Your Favorite Toy competition.

Tickets for Adult Night are $23.50.

Read more at legolanddiscoverycenter.com. — Staff Writer Jory McCarthy
Avondale School District FPS teams demonstrate critical and creative thinking in statewide competition

Members of the Avondale School District's Future Problem Solving (FPS) team had a strong showing during the annual statewide FPS competition in East Lansing. Members of the Avondale School District Future Problem Solving team

Fourth-grader Anish Jain, in his first state-level competition for individual booklet writing, earned a semifinalist medal; his sister, seventh-grader Anika Jain, was recognized as Michigan's second place Middle Division Booklet Writer; sophomore Glorin Stach was named the second place Senior Individual Booklet Writer.

This year's Michigan FPS Cover Design winner was Avondale Middle School eighth-grader Avani Govindswamy. Avani also earned a second place medal alongside teammates Thejas Rengaswamy, Thomas Quach and Qijia Zhou for their presentation of an action plan skit. Other Avondale Middle School winners were seventh-graders Brian Good, Caroline Gratash, Mackenzie Loyd and J.J. Williams, who earned second place medals for their skit performance based on their Middle Division Booklet.

The experienced team of Avondale High School sophomores Adam Good, Zachary Loyd, Abel Palathamuthil and Olivia Patch walked away with a pair of trophies for their first place skit and for their fourth place finish in the Senior Booklet Writing competition.

Other students representing Avondale School District in the challenging Booklet Writing competition included eighth-graders Micah Whitaker, Preethi Venkatesan and Niki Patel; ninth-grader Akhil Reddy; tenth-graders Deekshitha Balaji and Julia Gerard; and junior Sarah McIntosh.

Auburn Hills Perennial Exchange is back!

This free event, which will be held from 11 a.m. to 1 p.m. on May 21, is hosted by the Auburn Hills Beautification Advisory Commission. It's open to anyone interested in exchanging their extra perennial plants for new and different varieties.

Rain or shine, Auburn Hills residents and friends from many neighboring communities participate in this free event.

Whether you're a seasoned gardener or backyard beginner, the exchange is a economical and fun way to diversify a garden.

It's a great opportunity to meet other gardening enthusiasts, partake in complimentary baked goods, try your luck in a gardening-themed gift raffle, and have questions answered by a Master Gardener.

Everyone is welcome to join the exchange at the beautiful River Woods Park pavilion.

For more information, contact Elizabeth Brennan at 248-364-6946 or eabrennan@auburnhills.org.
Business owner teaches women how to overcome obstacles in the workplace

Auburn Hills-based MKD Wealth Coaches announced that Wealth Coach Katana Abbott recently received the Breakthrough Award from the National Association of Women Business Owners as one of the 2016 Top Ten Business Women for her work as founder of Smart Women’s Coaching.

The Breakthrough Award is given to a woman business owner who has overcome obstacles or removed obstructions for other women in the workplace. Abbott overcame issues of poverty and abuse as a child and is moved to help other women create a life of abundance.

“I am honored to receive the Breakthrough Award from NAWBO this year because it exemplifies my personal mission of empowering women, and it’s why I started Smart Women’s Empowerment in 2008,” said Abbott.

“I have been able to reach over 1 million women globally with my inspirational message of financial empowerment. I’ve helped women transform their lives, their businesses and their finances through my private coaching and I’ve authored three books, including my newest, Midlife Reinvention: The Six Step System to Retiring Happy, Healthy and Wealthy.”

Abbott provides business and life coaching through www.katanaabbott.com and empowers women towards financial literacy through her non-profit online community at www.smartwomenempowerment.org. She also provides wealth management and financial planning services for her clients through www.mkdwealthcoach.com.

— Submitted by Lane Helguera

French ambassador to visit auto suppliers

French Ambassador Gérard Araud will be in Auburn Hills tonight to visit France-based automotive suppliers Faurecia and Valeo.

The Michigan chapter of the French-American Chamber of Commerce will be hosting Araud at a reception beginning at 4 p.m. at Noah’s event venue, located at 3390 Cross Creek Parkway.

Tickets for the event, which is open to the public, are $40. Visit facmich.org for more information.

— Staff writer Paul Kampe

Lanes closed for construction on I-75

Two lanes were closed on northbound I-75 from Giddings Road to Sashabaw Road on Sunday due to construction, according to a Nixle alert from Auburn Hills police.

The construction is expected to cause delays and drivers in the area are encouraged to seek other routes.

— Oakland Press staff report
Avondale tops Bloomfield Hills, 4-1

Moy continues Yellow Jackets’ streak by tossing a gem

By Dan Fenner
For The Oakland Press

BLOOMFIELD HILLS — Continuing the trend set by his teammates in Monday’s doubleheader sweep, Auburn Hills Avondale junior Matt Moy twirled a complete game gem on the mound Wednesday, as the Yellow Jackets defeated Bloomfield Hills, 4-1.

Moy worked quickly, inducing ground ball after ground ball and never allowing multiple base-runners in any inning. The righthander allowed just one unearned run in the bottom of the first inning and his defenders made the necessary plays behind him.

“I was really pleased with our pitching. Matt Moy did a great job. In seven innings, I think he threw something like 90 pitches and never really got in trouble today,” Avondale coach Tom Kurczewski said. “Matt is not overpowering, but he moves the ball around a lot and his pitches have good movement. That’s what we’ve been getting out of him for two years now.”

On offense, the Yellow Jackets (11-4) were better at getting runners on base then they were bringing them in to score, but with two runs apiece in the second and third innings, Avondale was able to establish enough of a lead and maintain it.

Bloomfield Hills (9-6, 3-5 OAA Blue) lost its early 1-0 lead when it was unable to turn two ground balls to the left side of the infield into outs in the top of the second.

In the third inning, sophomore Will Fahome’s two-out single up the middle earned him two RBI and widened Avondale’s lead to three runs.

Bloomfield Hills pitcher Cameron Greer turned in a solid start, pitching six steady innings to keep his team’s comeback hopes alive.

“Our pitcher Greer pitched a gem,” Kurczewski said. “We’re halfway home and still have six more (games) in the division. It’s about being in position come the end so we have a chance and we’re happy where we are right now.”

Avondale

From Page 1

great game as well,” Kurczewski said. “We didn’t hit him very hard and there were only a handful of balls that were hit well. Luckily for us, one of them was a two-run single by our No. 7 hitter.”

Avondale’s win completed a three-game sweep of Bloomfield Hills this week. All three games were won with excellent starting pitching.

Bloomfield Hills first baseman Alex McCormack (17) catches a pickoff throw as Auburn Hills Avondale’s Josh Rickter (3) slides back safely.

DAN FENNER — FOR THE OAKLAND PRESS
Students release salmon into river

Kids have raised fish from eggs since November

By Paul Kampe
paul.kampe@oakpress.com
@paulKampe on Twitter

More than 100 students from Birmingham Covington School released nearly 70 Chinook salmon into the Clinton River in Auburn Hills on Wednesday.

The launch took place at Riverside Park, through which the river traverses.

The third- and fourth-grade students have been raising the salmon in their classroom since they received some 200 eggs in late-November.

Teacher Erica Maliszewski said the students enjoy the Salmon in the Classroom program.

“We think it’s cool because it’s part of the Michigan ecosystem,” she said. “You can’t raise salmon in your home.”

The remaining 68 salmon are now entering the smolt phase of their life cycle. If they survive their journey, they will spend time in the Clinton River before eventually making their way into Lake St. Clair and Lake Erie.

Fourth-grader Katie Kim said the day was bittersweet.

“We saw them when they were babies and they grew up so fast,” she said.

In a couple years, the surviving salmon are expected to return to the

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“We saw them when they were babies and they grew up so fast.”

— Birmingham Covington School fourth-grader
Katie Kim
Salmon

Clinton River, navigating by scent, to spawn, before eventually dying.

"Hopefully, they'll make it out and come back in three to four years," said angler and volunteer Ted Stehney of Beverly Hills.

Maliszewski said the salmon's survival rate in the classroom dropped from about 90 percent last year, the first year the school participated in the program, to a more typical rate of less than 50 percent this year.

Maliszewski said park was ideal for the event because it more hospitable to the salmon than other points as well as its proximity to the school.

The group recently earned a Promising Practices Award from Character.org for the lessons it learned through the Salmon in The Classroom program. Its work will be...
FCA hopes riding on Pacifica

Brand 'cornerstone' targets buyers of rival minivans, crossovers

BY MICHAEL WAYLAND
The Detroit News

Auburn Hills — Fiat Chrysler Automobiles NV's most important product of the year — the 2017 Chrysler Pacifica minivan — is arriving at dealerships with high expectations.

Although minivan sales are far from their heyday of nearly 1.4 million in 2000 to fewer than 533,000 domestically in 2015, the segment is extremely important for the automaker’s reputation and profitability.

Fiat Chrysler is the sole Detroit automaker left in the minivan segment, which Ford Motor Co. and General Motors Co. abandoned a decade ago. Its largest competitors are the Toyota Sienna and Honda Odyssey, which have grabbed a combined 40 percent of the minivan segment since 2008.

"It's the cornerstone of what the Chrysler brand is going forward," said Director of Chrysler brand Bruce Velisek during an event Wednesday with more than 200 Midwest dealers picking up the minivans at The Palace of Auburn Hills. "We're a family oriented brand that appeals to the mainstream market. This is really, call it, the halo vehicle for our brand."

Between the Chrysler Town & Country, which the Pacifica replaces, and the Dodge Grand Caravan, the company has represented at least 40 percent of minivan sales since 2009, according to Edmunds.com. That's excluding 2015, when the plant that produces minivans in Ontario was shut down for months for a massive retooling for the Pacifica.

Dealers have been anxiously waiting for the all-new minivan, which replaces the well-established Chrysler Town & Country and is slated to eventually replace the Dodge Grand Caravan minivan.

"This is one of the biggest things that we could possibly have," said Jeff Laethem, owner of Ray Laethem Chrysler Dodge Jeep Ram in Grosse Pointe. "It's the mainstay of the Chrysler brand. This is the franchise."

Laethem said he expects the Pacifica to not keep current Chrysler minivan owners but attract customers from Honda and Toyota as well as those who may have moved to crossovers and SUVs in recent years.

Pacifica began arriving in some dealerships earlier this month but Wednesday's event marked the official rollout of the vehicle throughout the Midwest.

"We've been anticipating it," said Mike Riser, general manager of Telegraph Chrysler Dodge Jeep Ram in Taylor. "It's a big segment for us. It's our third best-selling vehicle."

Pacifica production started on Feb. 29 at the automaker's Windsor Assembly plant.

The plant, which employs about 5,500, was shut down for Please see Pacifica, Page 5B
Pacifica

Continued from Page 4B

roughly 14 weeks to retool the facility for the new minivan, which also will be offered as a plug-in hybrid. The company’s investment was $2.5 billion, up from an initial expectation of $2 billion. It also has hired 1,200 people since September 2014 to support the launch of the minivan.

“It’s a big investment for the company; over $2 billion went into the development of this product,” Velisek said. “It’s a segment we frankly have dominated for 30 years in volume.

“It’s something we’re going to continue to do.”

The Pacifica, a name the automaker used for a midsize crossover in the 2000s, is powered by an upgraded 3.6-liter Pentastar V6 engine mated to a segment-exclusive nine-speed automatic transmission.

A plug-in hybrid model — due out later this year — will feature the same engine as well as an all-electric mode with a range of 30 miles that delivers up to 80 miles per gallon equivalent in city driving, company officials said. The engines are mated to a segment-exclusive nine-speed automatic transmission.

Starting prices for the Pacifica range from less than $30,000 for the entry-level LX to roughly $42,500 for the high-end Limited. Other trims include the Touring at $30,495, Touring-L at $34,495 and Touring-L Plus at $37,895.

Fiat Chrysler expects the Touring-L to be about 30 percent of Pacifica sales, followed by the Touring at 27 percent and the Limited at 20 percent.

The more than 200 Pacificas at the Wednesday event were Touring-L models in Granite Crystal.

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