SEPTEMBER 2016
(8-22-16)

08  Zoning Board of Appeals, 7:00 p.m., Council Chamber  ◆ CANCELED
12  Tax Incentive Review Committee, 5:30 p.m., Admin. Conference Room  ❖
12  City Council Workshop, 5:30 p.m., Admin. Conference Room  ❖
12  City Council, 7:00 p.m., Council Chamber ◆
13  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
14  Planning Commission, 7:00 p.m., Council Chamber ◆
19  Downtown Development Authority, 5:30 p.m., Admin Conference Room ❖
20  Brownfield Redevelopment Authority, 6:00 p.m., Admin Conference Room ❖
21  Beautification Advisory Commission, 6:00 p.m., Council Conference Room ❖
22  Library Board, 7:00 p.m., Auburn Hills Public Library  ⚄
26  City Council, 7:00 p.m., Council Chamber ◆
27  Public Safety Advisory Committee, 6:00 p.m., Public Safety Building  ⚄

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
♀ Public Safety Building – 1899 N. Squirrel Road
☺ Community Center – 1827 N. Squirrel Road
● Department of Public Services (DPS) – 1500 Brown Road
.prepareStatement("SELECT * FROM table WHERE column = ?", SQL, parameters)
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


*Workshop – Budget*

1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
4a. Regular City Council – August 22, 2016
4b. City Council Workshop – August 22, 2016
5. APPOINTMENTS AND PRESENTATIONS
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.2. Pension Board – August 10, 2016
   7a.3. Retiree Health Care Board – August 10, 2016
7b. Motion – Extend the Collection Services contract with Penn Credit Corporation for delinquent ambulance billing accounts for one additional year
7c. Motion – Extend the backup EMS ambulance service to the fire department’s EMS system contract with Star EMS for one additional year
7d. Motion – Approve 2016 Storm Structure Rehabilitation Bid
7e. Motion - Lease of Office Space to OHM Advisors
8. OLD BUSINESS
8a. Public Hearing/Motion - Adopt Ordinance 16-880, to Amend Article V, Nuisances in Chapter 34, Environment of the Auburn Hills City Code
9. NEW BUSINESS
9a. Motion - Accept the First Reading of an Ordinance to Amend Chapter 14, Animals of the Auburn Hills City Code and Set for Public Hearing and Second Reading / Adoption at the Meeting of October 10, 2016
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. EXECUTIVE SESSION – Sale of Land
14. ADJOURNMENT
The City of Auburn Hills
City Council Meeting
Minutes
August 22, 2016

CALL TO ORDER: Mayor McDaniel at 7:00 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
ROLLCALL: Present: Mayor McDaniel, Mayor Pro Tem Mitchell, Council Members Burmeister, Hammond, Kittle, Knight, Verbeke
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, City Clerk Kowal, Manager of Business Development & Community Relations Carroll, City Finance Director/Treasurer Schulz, DPW Deputy Director Herczeg, Manager of Municipal Properties King, Community Development Director Cohen, Manager of Authorities Mariuz, Management Assistant Harris, City Engineer Juidici, City Attorney Beckerleg
31 Guests

Mayor McDaniel requested the agenda be rearranged to move Executive Session to Item 6.

4. APPROVAL OF MINUTES

4a. Regular City Council – August 8, 2016
Moved by Kittle; Seconded by Verbeke.
RESOLVED: To approve the August 8, 2016 City Council meeting minutes.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 16.08.146 Motion Carried (7–0)

4b. City Council Workshop – August 8, 2016
Moved by Mitchell; Seconded by Kittle.
RESOLVED: To approve the August 8, 2016 City Council workshop minutes as amended.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 16.08.147 Motion Carried (7–0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Cable Update
Ms. Carroll explained Comcast visited the City and ran some tests on the current cable broadcasting equipment, and the modulator that is being used is no longer supported by Comcast. The programming sequence for events - the City sends a signal to the modulator and in turn the modulator sends the signal to Royal Oak where it is then pushed out. Work is ongoing with the Royal Oak office trying to find the gap resulting in poor quality. A new fiber optic cable is needed and once installed it should help with the static and sound issue. The current play-back equipment is about nine year’s old and is outdated. The City has been working with partner Community Media Network (CMN), who has evaluated the City’s system, as well as working with Advanced Lighting and Sound, who installed the current AV equipment. Live Stream and Video on Demand is being investigated for Council meetings. Advanced Lighting and Sound, will be conducting a thorough check of the entire system to determine what will best meet the needs of the City.

Ms. Mitchell asked how long before an improvement is seen.
Ms. Carroll believes the new play-back system and fiber optic cable will take two to three months.
Ms. Hammond noted the content of the cable channel programming needs to be kept up-to-date; there are old Council meetings, notices, and information being aired. She asked who maintains the programming.
Ms. Carroll explained it is very difficult to know what programs are being shown because the old software prevents current software from accessing the information. Both the IT Department and Kyle Scislowicz, the City’s Media Communication Specialist, do their best to keep the system up dated and working.
Mr. Knight noted he does not have cable TV and asked if he can access the channel using the internet.
Ms. Carroll stated the Council meetings will be available on Video on Demand, using the internet.

5b. Appointments – Oath of Office for Bill Griffin, City Assessor
Ms. Kowal administered the Oath of Office for Bill Griffin, the new City Assessor.

6. EXECUTIVE SESSION – Attorney Opinion re: Billboards
Moved by Verbeke; Seconded by Burmeister.
RESOLVED: Adjourn to Executive Session.
Adjourned to Executive Session at 7:13 p.m. Reconvened regular meeting at 7:26 p.m.

7. PUBLIC COMMENT

Sandra Beacom, 783 Grey Road, has lived on Grey Road for 51 years asked what can be done to prohibit semi-truck traffic on a residential street. She noted the bike path is only on one side of the road.

Mayor McDaniel thanked Ms. Beacom for her concern, noting this has been brought to Council’s attention and Assistant City Manager Grice has been working with some of the residents to find a resolution to the problem. The GPS has been an issue, and Google is working to correct the GPS directions.

Mr. Grice stated the City is trying to alleviate the commercial traffic on Grey Road, by reaching out to Church’s Lumber Yard to make sure all truck driver’s access the Lumber Yard using Squirrel Road. Google Maps has assured him they will note the address change for Church’s Lumber Yard and to use Squirrel Road with their map update. New signage is being installed by DPW. Although commercial traffic cannot be prohibited on Grey Road, there will be a recommended truck traffic route at the entrance of Grey Road for Auburn Road and/or South Squirrel Road. The signs will also be changed on Auburn Road and South Squirrel Road to ‘Commercial Traffic Local Deliveries Only’.

Mayor McDaniel understands the public, through taxes, pays for all roads, however, the City does receive public funding for Grey Road at the federal level and therefore is unable to prohibit traffic from the road. With the measures in place described by Mr. Grice, this should deter commercial traffic. The City will continue to monitor the traffic and the new signs should be installed by the end of the week.

Ms. Beacom asked if the trucks will be allowed use of Squirrel Road.

Mayor McDaniel stated for local deliveries.

Ms. Beacom explained she sees trucks driving the entire length of Squirrel Road, turning left on Auburn Road to the industrial parks on Auburn Road.

Mayor McDaniel stated the City as well as some residents have reached out to Church’s Lumber, who has been pro-active in working with the City to resolve the truck traffic issues.

Karen Wood, 85 S. Grey Road, stated she lives at the curve and it is very dangerous with all the truck traffic. Most of the trucks, from her perspective, are exceeding the 25 mile per hour speed limit.

Mayor McDaniel thanked Ms. Woods and stated he is sure the Police Chief will have police do extra patrolling in the neighborhood and check the truck speeds.

Responding to Mr. Burmeister, Ms. Woods stated the truck traffic is all day long, there is no better or worse times.

8. CONSENT AGENDA

8a. Board and Commission Minutes
   8a.1. Downtown Development Authority – July 18, 2016
   8a.2. Tax Increment Finance Authority – August 9, 2016
   8a.3. Brownfield Redevelopment Authority – August 16, 2016

8b. Motion – Approve Resolution Recognizing Name Change to Michigan Municipal Executives
   RESOLVED: To approve the resolution Recognizing Name Change to Michigan Municipal Executives

8c. Motion – Approve Carpet Replacement for Community Center and Public Safety Fire
   RESOLVED: To approve Carpet Replacement for Community Center and Public Safety Fire

8d. Motion – Approve 2016 Tree Plant Project
   RESOLVED: To approve the 2016 Tree Plant Project contract to Agroscape, 6443 Grand Blanc Rd., Swartz Creek, Mi. 48437 with funding available in the Tree Replacement Expense Fund, Account No. 242-447-955-002 for the amount of $61,100.00.

8e. Motion – Approve Weed Control/Fertilization 2016 Fall Application
   RESOLVED: To approve the Weed Control/Fertilization 2016 Fall Application contract to Owen Tree Service, 225 N. Lake George Road, Attica, MI 48412 with funding available in the Parks & Grounds Fund, Account No. 101-266-805-000 for the amount of $86.48 per acre.

   Agenda Item 8F was removed from the Consent Agenda at the request of Mr., Burmeister.

8g. Motion – Approve Interlocal Agreement Amendment Authorizing SOCCIT to Add Birmingham
   RESOLVED: To approve the 2016 SOCCIT Interlocal Agreement adding the City of Birmingham and authorize the Chief of Police to sign the agreement on behalf of the City.

8h. Motion – Accept Investment Report for Second Quarter 2016
   RESOLVED: To receive and file the Bogdahn Group 2016 2nd Quarter Cash Management Summary and Executive Reports.
Moved by Verbeke; Seconded by Kittle.

RESOLVED: To approve the Consent Agenda.

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

Motion – Allow Council Member Burmeister to Abstain from Voting on Item 8f.

Moved by Verbeke; Seconded by Knight.

RESOLVED: To allow Council Member Burmeister to abstain from voting on Item 8f.

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

Motion – Approve Roof & Gutter Replacement Fire Station #3

Moved by Verbeke; Seconded by Mitchell.

RESOLVED: To approve the Roof & Gutter Replacement Fire Station #3 project contract to Lake Orion Roofing Inc., 881 Brown Road, Lake Orion, MI 48359 with funding available in the Facilities Fund, Account No. 101-265-931-000 for the amount of $31,784.00.

VOTE: Yes: Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None

Abstain: Burmeister

Motion – To approve the Consent Agenda.

Resolution No. 16.08.149

Mr. Burmeister requested to abstain from item 8f, due to a personal relationship with the vendor.

Resolution No. 16.08.150

8f.Motion – Approve Roof & Gutter Replacement Fire Station #3

9. OLD BUSINESS

9a. Motion – Approve Combined PUD Step One – Qualification / Step Two – Site Plan / Lamar Advertising Company – Digital LED Billboard

Mr. Cohen explained this is a request from Lamar Advertising Company (Lamar) to construct a new state-of-the-art digital LED billboard on the Simply Self Storage property located at 1096 Doris Road. This item was reviewed at the July 25, 2016 City Council meeting and at that time, International Outdoor attended the meeting and stated their right to this property for constructing a billboard.

City Council postponed action to allow the companies to resolve the issue of who has the right to construct the billboard. That issue has yet to be resolved and both companies wish to speak to City Council.

Joe Shopshear, Lamar Advertising Company, believes all the PUD issues required have been satisfied. He understands International Outdoor believes they have a contract for installing a billboard on this site, but he has a letter from Simply Self Storage giving Lamar the right to construct a billboard on the site. He will answer any questions Council may have and he is ready to move forward seeking PUD approval.

Randy Orum, President of International Outdoor, explained he attended the same City Council meeting as Lamar on July 25th, where he shared with Council the lease he has for the same property to construct a billboard. His goal is pursue the process and sent a Default Notice and Opportunity to Cure; if the landlord defaulted then a 30 day notice to cure the default is required, before proceeding any further. It is his intent to wait the 30 day time period and if the issue cannot be resolved then he will take legal action, Declaratory Relief and have the matter decided in the court. He is asking City Council action be postponed until there is a resolution.

Mr. Beckerleg asked if there is a representative present from Simply Self Storage and if all the parties have sat down to discuss the issues.

Mr. Shopshear stated there is no representative from Simply Self Storage present and he sees no reason to meet with International Outdoor. He is curious why Mr. Orum is seeking to construct a billboard now, when he supposedly signed the lease in 2009. Lamar has a signed lease with Simply Self Storage, has MDOT permits, and a letter from the land owner stating International Outdoor does not have a valid lease with them. He believes the PUD process should proceed and let International Outdoor continue their dispute in court, but not hold up Lamar from moving forward.

Mr. Beckerleg asked Mr. Shopshear if they have seen the document submitted by International Outdoor, extending the contract through 2019 that was renewed in 2013.

Mr. Shopshear stated he has seen the document, but he doesn’t want to comment on how that document should be interpreted, but wants their application to be considered on the merits of the PUD and not on something that should be handled, if there is a dispute, by a court of competent jurisdiction.

Mr. Kittle noted both companies have documentation that appears to be legitimate claims, but have not attempted to discuss the issues, so he offers the following motion:

Moved by Kittle; Seconded by Knight.

RESOLVED: To postpone action on this item until the regularly scheduled City Council meeting of October 10, 2016.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
10. NEW BUSINESS

10a. Motion – Approve Rezoning from I-1, Light Industrial District to T&R, Technology and Research District / FEV North America, Inc.

Mr. Cohen explained FEV North America Inc. is requesting to rezone a 6.78 acre parcel located between I-75 and Harmon Road, east of Joslyn Road from I-1, Light Industrial District to T&R, Technology and Research District. This is the first step in the process to allow the company to construct a new $27.4 million North American headquarters and technology center.

Dr. Patrick Huperich, CEO of FEV North America, 4554 Glenmeade Lane, explained when completed this will be a $30 million investment. There will be lab space and office space, with 300 additional employees. The plan is to create 220 jobs over the next four years. Currently there are 450 employees, in two separate buildings off Glenmeade and Luella Lane.

Ms. Mitchell asked Mr. Cohen if he knew why this area was zoned industrial as opposed to technology and research in the past.

Mr. Cohen explained T&R zoning is a variation of light industrial zoning, and was created when Chrysler came to town. The T&R allows for a higher amount of office space and greater building height. This request would not be allowed in the light industrial zoning; more than 50% of the building is dedicated office space, which brings the project into the T&R category. Light industrial does not allow more than a three story building, 50 feet tall; this request is four stories.

Moved by Knight; Seconded by Mitchell.

RESOLVED: To accept the Planning Commission’s recommendation and rezone Sidwell No. 14-04-426-018 from I-1, Light Industrial District to T&R, Technology & Research District. The rezoning shall be referenced as Ordinance No. 16-879.

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

Motion Carried (7–0)

10b. Motion – Approve Combined PUD Step One – Concept Plan and PUD Step Two – Site Plan approval and Tree Removal Permit approval with variance / Reserves of Auburn Hills

Mr. Cohen explained this is a request from Grandview Building Company, to develop a 65 attached-unit condominium that will be owner-occupied. The property is located on the east side of Squirrel Road, between South Simmons Circle and Lantern Lane. The project is consistent with the recommendations of the Northeast Corner Neighborhood Master Plan, sandwiched between high-density apartments to the south and single family residential to the north. The property was designated as “Single-Family Residential Transitional” in the 2001 Northeast Corner Neighborhood Master Plan.

Mr. Cohen reminded City Council that Grandview stepped in and finished the Auburn Grove condominium project after City Council approved modifications to the site plan, excluding a number of amenities. The number of trees required for the Reserves is not possible, with the limited space, so Grandview is proposing to add those waived amenities to the Auburn Grove Condos, in exchange for waiving the required number of trees for the Reserves project or paying $155,420 to the Tree Fund. This request requires City Council approval.

The anticipated base price of the units will range from $225,000 to $275,000, and an upgraded unit about $300,000.

Mr. Cohen noted there was concerns voiced by some residents at the Planning Commission meeting regarding traffic. Both OHM and the Police Department have reviewed the plan and are ready to answer questions.

Ms. Verbeke understands there are four designated parking spaces per unit, and asked where guests would park if there were more than four vehicles at a home.

Mr. Cohen stated there are a number of visitor parking lots throughout the complex. There is no street parking allowed due to the street width.

Ms. Verbeke asked what zoning requirements are being waived by using the PUD process.

Mr. Cohen stated most variances are dimensional variances related to the R-2 zoning district as it relates to the setbacks. Many of the variances were requested by staff, such as moving the development as far away as possible from Shimmons Circle, which resulted in crunching the buildings closer to the south property line; tree lined streets along the entrance, a slight deviation; and attached units are a deviation. With the deviations, the City gets quality residential housing, bringing residents into the Pontiac school district, and staying below the maximum density.

Mr. Knight doesn’t believe the City should be subsidizing this project, and the developer should pay into the Tree Fund the amount required for trees that won’t be planted.

Mr. Kittie asked how the new curb cut for this development will impact the newly paved Squirrel Road.

Mr. Juidici stated the new curb cut can be done by just cutting the curb and putting in the drive, with no impact to the new road surface.

Joseph Salome, Grandview Building Company explained when he took over the completion of Auburn Grove, there had already been a deal struck, he believes between the City and the bank, to eliminate some of the amenities from the original site plan. He indicated the Reserves is targeting the 55+ community, but sales are open to everyone.
There are many trees at the back of the Reserves site that will remain undisturbed, but because this is a PUD project, he is not able to receive the credit for all the trees that will remain on the untouched open space. Because tree credit isn’t allowed with a PUD, he asked for some relief in the tree replacements. There were as many trees as possible squeezed onto this site, there are sidewalks throughout the development and 33 overflow parking spaces. He believed it was a good compromise to put the amenities back into Auburn Grove, as opposed to contributing to the Tree Fund.

Mr. Salome confirmed for Ms. Verbeke any age is welcomed in this community. He is targeting the 55+, as the population ages, this is the type of housing that is needed. This product is similar to Auburn Grove, which is nearly sold out; only two units remain. Regarding the Pontiac School district, that hasn’t been an issue with Auburn Grove and he doesn’t believe it will be with this proposed project.

Mr. Knight stated he is somewhat concerned from a public safety standpoint; the entrance is not a split entrance that would allow an emergency vehicle to enter the property from either side if one was blocked by a vehicle. He is proposing on the southern-most street to have an emergency entrance with a gate.

Gordon Wilson, Anderson, Eckstein, & Westrick, Inc., explained this plan was discussed at length, including public safety and this is the result of those six meetings.

Police Chief Olko stated as proposed, the plan is sufficient for the police and believes the plan meets the fire department requirements, who must also review plans.

Mr. Knight stated he is in favor of the project and not having an emergency entrance isn’t a deal breaker, but he believes there should be an emergency entrance.

Mr. Cohen stated he and Mr. Juidici can take a look at the site plan to see if it is possible to add make the entrance a divided entry. The concern is there isn’t sufficient space.

It was confirmed for Mr. Kittle, the road width of 27 feet is back of curb to back of curb. He asked if two-way traffic is possible and if standard street width is 30 feet.

Mr. Wilson stated these roads are wider than Auburn Grove where there is no difficulty with traffic. On an occasion, there are people parking on the streets in Auburn Grove and he believes that will happen in the Reserves from time to time. When designing this neighborhood, there was a conscious effort to keep the driveways long enough to park cars and not block the sidewalks.

Mr. Juidici stated roads are generally 24 feet wide, with each lane being 11 or 12 feet wide. Road widths vary in the City, with Shimmons Circle being only 20 feet wide. This plan was reviewed by police and fire; fire trucks will adequately be able to turn corners within the complex.

Karen Lynn, 3630 S. Shimmons Circle, explained she attended the Planning Commission meeting, along with many of her neighbors and they didn’t feel that their concerns were heard or addressed regarding the additional 130 or so vehicles that will be generated because of this new development. The neighbors don’t feel there has been enough of a traffic study for this particular area, or to include all the developments that will have access to Squirrel Road and greatly impede S. Shimmons Circle residents from exiting their street onto Squirrel Road.

She believes the proposed street will exit at or just below the crest of the hill on Squirrel Road; the hill has not been reduced enough to allow drivers a better view when exiting from N. Shimmons Circle, so S. Shimmons Circle is used much more frequently; and the traffic patterns have increased a great deal.

The Planning Commission suggested the increased traffic on Squirrel Road is because of the construction work being done on M-24. She believes the traffic is only going to increase once the school year starts, with private schools located on Shimmons Road and Squirrel Road, as well as Oakland University.

Dan Bolen, 3686 S. Shimmons Circle, is concerned with the density. This area is zoned R-1, allowing only 2.2 units per acre and this project is allowing 4.5 units per acre, which is in violation of the zoning code. He, as well as his neighbors have all spent a great deal of money and time on their homes, and conform to the zoning code. He doesn’t want the density associated with the proposed development behind him.

Another issue, is the traffic as expressed by his neighbor. It now takes him five minutes to pull off his street and onto Squirrel Road at 5:00 p.m., unless a courteous drivers lets him in.

His property extends behind the detention pond, which currently floods his yard in the spring. With the construction of these buildings, it will increase the flooding on his property. He is also concerned for the wildlife and the herd of deer that live in the area, who will be displaced.

Mayor McDaniel noted Auburn Hills has received the designations of an Age Friendly Community and Community for a Lifetime. While working towards those designations there were many public workshops held and many residents were concerned that there aren’t many living options available aging residents. The City has been reviewing locations where housing may be constructed to meet those demands. At the time of establishing the R-1 zoning district in this neighborhood, that was likely the demand. The City is now struggling with the housing demand for the older population who wants to remain in the community.

Mr. Knight asked what the density for this property would be if not a PUD project.
Mr. Cohen explained the Master Plan allows this property 4.5 homes per acre. In 2001, the area between the property to the north of this parcel and the apartments to the south was created as a transitional area. The transitional area bridges the residential area of one unit per acre and the apartments of nine units per acre. During 2000 and 2001 there were many Planning Commission public hearing meetings that area residents attended and agreed that this property being zoned as a transitional area. This project is proposed less than the 4.5 homes per acre as allowed. This parcel is very narrow, requiring the buildings to be attached to allow the density. This parcel is zoned R-1, at the 4.5 density, was intended to be either rezoned to multi-family or a PUD project. The City prefers to use the PUD process, allowing the City more control over the project.

Mr. Cohen confirmed for Mr. Knight, this has been R-1 zoning since 2001. This project will result in 3.33 units per acre.

Ms. Verbeke questioned the traffic issues, asking what type of traffic study was done for this site and if traffic signals have been discussed.

Mr. Juidici explained there was not a specific traffic impact study done for this particular development. Typically these types of developments are reviewed by the City's Administrative Site Plan Review Team; this is a relatively small development of 65 units. Based on industry standards, this development will generate about 32 cars during the peak morning and evening hours. With the current traffic on Squirrel Road, this development will have very little impact on the current traffic.

Mr. Juidici believes the last traffic impact study done on Squirrel Road was either 2009 or 2010, and he agrees with Ms. Verbeke that a lot has changed since then. That study took into account projections based on the build-out of the area at the master plan densities, as well as the adjacent communities projected build-out. There were many meetings held about the traffic and the road; some of those suggestions may need to be revisited.

Mr. Knight believes City Council was given some omissions about the traffic capacity for Squirrel Road when recently planning for the road improvements. The road is a disaster during the peak traffic hours, and the additional developments will only make matters worse. He doesn't believe this project can be denied based solely on traffic, but agrees there is a dilemma.

Ms. Verbeke recalls a theory discussed if Squirrel Road was widened to more lanes, it would only encourage more traffic to use Squirrel Road. She asked if there is any plan to conduct a traffic study on Squirrel Road in the near future.

Mr. Juidici stated he isn't aware of any plans for a traffic study. Explaining to Mr. Knight, the findings of the road study in 2009 – 2010, noted then, the future of Squirrel Road should be widened between Walton Boulevard and Tienken Road to carry the additional traffic. It was suggested that five lanes will be necessary with improvements to Shimmons, Tienken and Dutton intersections.

Continuing, Mr. Juidici explained the recent completed project for Squirrel Road was due to the funding available to the City for resurfacing. While doing the resurfacing the City took advantage of increasing some median boulevards and constructing some left turn lanes. This was not a capacity improvement.

Ms. Mitchell suggested a new traffic study be done because of all the changes. She understands the concerns of the area residents and the impact of more traffic, but in the larger scope, this will be a minimal impact on the road.

Ms. Mitchell appreciates these homes will be owner occupied; there have been quite a few rental unit projects approved this past year. Recalling Mayor McDaniel’sl comments about an Age Friendly Community, it is quite clear that options such as this are necessary just by looking at the occupancy rate of Auburn Grove and Heritage in the Hills.

Police Chief Olko explained at the request of a resident, earlier this year, the Department did a traffic study for a traffic signal in the area of Shimmons Road and Squirrel Road. At that time, prior to the Lapeer Road construction, it did not warrant a signal. The Lapeer Road construction is having a negative impact on Squirrel Road, but is expected to be completed by November. At this time, the criteria for a traffic signal is not met. Another study can be done once this development is completed.

Mr. Kittle noted the City is very aware of traffic and has conducted many traffic studies over the years as more development takes place. The City has a living traffic model, which he believes is being monitored and adjusted as the developments are completed. He lives at Tienken and Squirrel Roads and sees the traffic impact. Currently, Auburn Hills, Rochester Hills, and Oakland University have been discussing improvements to Adams Road which will help with traffic. The City will continue to monitor the traffic and to conduct traffic studies.

With the Northeast Corner Neighborhood Master Plan, it was determined that higher density was suitable and favored. This type of development was favored, needing this type of housing as the baby boomers age.

Ms. Hammond asked about the detention pond Mr. Bolen referenced. She understands a detention pond will help alleviate flooding problems. Looking at the site plans, there is plenty of natural preserves and wetlands that will remain.

Mr. Wilson explained the detention pond will retain 100% of the site runoff. There will be no obstructions to the detention pond, the natural flow of water and runoff will not be changed. The project site will be built at grade or at a lower grade than the adjacent properties. The 100 year storm management will be retained.

Mayor McDaniel thanked Ms. Lynn and Mr. Bolen for bringing their concerns to City Council. He hopes this evening’s discussion has answered their questions, noting this City Council’s decisions are always made in the best interest of all the City residents, not just a few. He appreciates all the hard work it takes for homeowners to make their houses their homes.
and understands the impact development can have on the respective neighbors. This action tonight is based on a 10 year master plan and on the designations the City has received from the State and AARP. He has complete confidence in this developer, Grandview Building Company, and that they will take care in making this a very good development, as they did when completing Auburn Grove. The traffic issues will continued to be monitored and if it should become a problem, action will be taken to correct the problem.

Ms. Lynn would like to know where the entrance to this development will be located, and hopefully not at the crest of the hill.

Mayor McDaniel assured Ms. Lynn safety is of utmost importance. If after this project is complete, she still has concerns, he asked her to please contact himself, the Police Chief, City Manager’s office or any of the City Council Members.

Mr. Kittle wants the traffic model reviewed, especially because of the new Orion developments on Squirrel Road. The City has tried to look at traffic management for the entire area. He noted this area has come a long way from a dirt Squirrel Road, a barricaded Tienken Road and Dutton Road not extending through to Lapeer Road. There will be challenges and the City will address those as they appear.

Ms. Lynn asked that the next traffic study be conducted during the school year, to see how the school traffic impacts the area.

Ms. Verbeke noted if the entrance is at the hill, vehicles exiting the development to the south will not be able to see traffic coming, and traffic heading south wouldn’t see a vehicle until reaching the top of the hill. She asked, though a study doesn’t recognize the need of a traffic signal, it would allow a gap in traffic allowing a safer exit onto Squirrel Road.

Police Chief Olko stated the signal at Tienken Road creates traffic gaps. The area will continued to be monitored and changes can be made if necessary.

Mr. Knight suggested making the driveway a bit wider to accommodate an entrance, an exit turning left and an exit turning right. It would also resolve the issue for emergency vehicles getting through if there is an obstruction.

Mayor McDaniel stated there may not be the room for an additional lane; the engineer stated he will take a look. The developer of this project has proved, with Auburn Grove, of what a great job this new development will be and taking care in listening to concerns of the neighbors.

Moved by Mitchell; Seconded by Hammond.

RESOLVED: To accept the Planning Commission’s recommendation and approve the combined PUD Step One – Concept Plan and PUD Step Two – Site Plan and Tree Removal Permit approval for Reserves of Auburn Hills subject to the administrative review team’s conditions. Further, the City Council approves the variance to the Woodlands Ordinance as presented.

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

Motion Carried (7–0)

10c. Motion – Approve PUD Step Two – Site Plan / Parkways PUD – Blossom Park

Mr. Cohen explained this is a request to construct a three-story, 212,032 square foot Senior Living Center on a 5.2 acre site located on the northwest corner of Adams Road and Parkways Boulevard. This is the third and final phase of the Parkways PUD. One issue raised at the Planning Commission meeting is the trash dumpster location across from residential homes. It was suggested to cover the dumpster, but after some research, Moceri decided to proceed as planned.

Brandon Guest, representing Moceri Companies, introduced Marty Smith, Siegal/Toomaala Associates; Mike Palmier, Giffels Webster; and Kelly Scheer, President of Moceri Luxury Senior Living Division, noting Ms. Scheer is the newest member of the Moceri team.

Kelly Scheer, President of the Blossom Collection explained the collection is a series of senior living communities throughout northern Oakland County. Blossom Park has 160 units; 41 assisted living/memory units and 119 independent living units. The independent living units are one or two bedroom apartments and the assisted living/memory care units are studio suites.

The amenities of this community will include a full service spa; three dining venues - a full service restaurant, a tavern, and a carry-out special; a salon; performance art technology; and fitness studios with trainers and group exercises.

Mr. Knight asked if there is assigned parking for those independent living residents who have cars.

Ms. Scheer stated there is parking on site, including car ports for residents.

Responding to Ms. Hammond, Mr. Guest stated groundbreaking will hopefully be in the spring with an 18 month build time.

Ms. Verbeke asked for an update regarding the dumpster site and if Ms. Moore is satisfied with the plan.

Mr. Guest believes Ms. Moore is satisfied with the dumpster issue; he has spoken with her twice since the Planning Commission meeting.

Mr. Knight asked the price ranges for the independent living units.

Ms. Scheer explained independent living will have a different price point than the assisted living/memory care units. The independent living units range from $3,000 to $4,000 a month, depending on the amenities.
Moved by Hammond; Seconded by Mitchell.

RESOLVED: To accept the Planning Commission's recommendation and approve the PUD Step Two – Site Plan for the Parkways PUD - Blossom Park, subject to the administrative review team's conditions.

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

Resolution No. 16.08.155

10d. Motion – Approve Five Year Contract Renewal Extension for Waste Management

Mr. Herczeg explained in 2011 the contract was awarded to Waste Management, as a single source contractor for the City. That contract expires December 31, 2016, but there is a provision for an extension. During this contract period, Waste Management has provided excellent service to the residents, and provides ala carte services. Results from the recent resident survey, show more than a 90% approval rating for trash services. It is recommended to extend the Waste Management contract for an additional five years.

Mr. Kittle asked if there is an option for another extension after this five year extension.

Mr. Herczeg stated no, not per this contract.

Mr. Kittle's concern is the discovery of the fuel surcharge being overlooked, as well as the 10% reduction in price if a full year was paid for in advance. He would like to know how many residents took advantage of the discount.

Patrick Greve, Waste Management, confirmed Waste Management messed up on the fuel surcharge and he takes full responsibility. Corrective steps have been taken and residents will see sizeable credits on the next quarterly invoice. He and Waste Management apologizes for the error. Regarding the 10% reduction in cost for paying in advance, he doesn't recall that being part of the contract; however, if paying annually no fuel increases are added.

Mr. Greve confirmed for Mayor McDaniel that those paying annually also receive credit if the fuel surcharges decrease, as do the other customers, but does not pay for increases in fuel surcharges.

Mr. Knight stated service has been excellent, but his concern is there isn't enough done about recycling. He would like to see the City and Waste Management do something more to raise awareness of recycling.

Mr. Greve stated there are recycling options for the residents, including using a container from Waste Management or using their own with a label noting 'recyclable'. He visited the community and many residents are taking advantage of the 96 gallon cart Waste Management provides to the residents. He'll discuss with Mr. Herczeg how to better reach the residents with recycling information.

Responding to Mayor McDaniel, Mr. Greve explained the small recycle container is at no charge to the customer, the larger 96 gallon cart is an additional fee to the customer. A customer can request more than one small bin, but he isn't sure if there is a charge, a customer can call and request a bin or a cart. Part of the original contract allows for residents to use their own recycle container, making sure the container is marked as recycling. There is no restriction on the amount of recycling a resident puts curbside.

Mayor McDaniel stated the City will also make residents aware of the recycling availability.

Mr. Greve confirmed for Mr. Knight the City has single stream recycling, combing recycling which allows for all recyclable materials to be deposited in the same bin, no need for sorting. Garbage remains separate from recyclable materials.

Ms. Verbeke stated she is very happy with the service, and has heard many compliments including how conscientious the workers are. She also believed, as Mr. Kittle, there was a discount available for the residents that paid annually and asked staff to investigate. She asked if a message will be included on the invoice regarding the billing error and the credit.

Mr. Greve stated there will be an explanation of the error, noting the one-time credit.

Ms. Verbeke asked if Waste Management picks up at the City parks and if recycling is available at the parks.

Mr. Greve stated there is no pick up at the parks.

Mr. Herczeg stated DPW picks up the trash at the parks and recycling is not available at the parks.

Mr. Kittle asked if Waste Management is happy that the City has the option of an additional five year contract, and not Waste Management bringing forth a new proposal.

Mr. Greve stated there are no concerns with the automatic extensions, they were fully aware of that fact when the original contract was negotiated.

Mr. Kittle echoes the sentiment of those residents in the survey, that service has been great. He asked Mr. Greve, given the changes in recycling and not being as lucrative as it once was, will Waste Management continue recycling.

Mr. Greve stated recycling will continue.

Mr. Grice assured Mr. Kittle the contract will be reviewed again for the discount, noting the discount may not have been part of the contract; he doesn’t recall seeing the discount when recently reviewing the contract.

Mr. Kittle asked if the contract can be contingent on the discount, making sure the discount is included in the extension, if it was part of the original contract.

Moved by Mitchell; Seconded by Verbeke.
RESOLVED: To approve the Five Year Contract Extension for Waste Hauler Services to Waste Management from 2017 - 2021.

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

Resolution No. 16.08.156

10e. Public Hearing/Motion – Amend Brownfield Plan for 3250 Auburn Road
Ms. Mariuz explained this a second amendment to the Brownfield Plan for 3250 Auburn Road. The Auburn Hills Tax Increment Finance Authority has a current purchase agreement with Foremost Development Company to develop the Residences at Thirty Two 50. In the Amended Plan there are significant decreases of $176,000 in the Dewatering Due Care Activity and an increase of $236,700 for the Contaminated Soil Due Care Activity. The remainder of the amendment is largely unchanged, however the increase in due care activity costs necessitates the Amendment.

Mr. Knight noted he is the Council liaison to the Brownfield Authority, and the amounts noted by Ms. Mariuz are maximum amounts. He believes if this amendment is approved, it will allow the development to begin almost immediately.

Moved by Knight; Seconded by Burmeister.

RESOLVED: To approve the attached resolution amending the Brownfield Plan for 3250 Auburn Road in accordance with Public Act 381.

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

Resolution No. 16.08.157

11. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond:

- Asked about her request for an update on dispatch.
  Mr. Tanghe stated he spoke with Chief Olko and they decided to wait until the end of August and have a report ready in September. It has only been six weeks since the switch.

Mr. Burmeister:

- Is pleased seeing work being done on the HUB, formerly Big Buck Brewery, and asked if any site plans will be presented to City Council.
  Mr. Cohen stated the plans will be discussed at the September 14, 2016 Planning Commission meeting and then to City Council on September 26, 2016.
- Understood there was a fire at Lucas and asked if there was a press release.
  Mr. Tanghe didn’t believe there was a press release.

Mr. Knight:

- The last concert in the park was attended by 330, at his count, the largest crowd. The concerts have been averaging 220 or so people. Also that evening, the Optimist Club also had their picnic.
- Noted the City has weed control and fertilization along the main streets, but leaves the road right-of-way in residential areas to the homeowners and he isn’t sure if that is the right thing to do.

Ms. Verbeke:

- Asked Chief Olko if she could forward the information to City Council of the nine criteria used in making a decision if a traffic signal is warranted for a specific area.
  Chief Olko explained it is engineering standards, and yes, she will forward the information.

Ms. Mitchell:

- Was pleased with the Blog regarding the City’s Senior Services Department partnership with Oakland University.
- Reading the DDA minutes, she would like a summary of the benefits and concerns that are associated with Main Street Oakland County, and the rationale of why it is being considered. She asked that information be forwarded to City Council.
  Mr. Tanghe stated Ms. Mariuz will follow up, but part of the Main Street program was a requirement to extend the TIFA's.
Thanked the residents that attended her coffee session.

12. CITY ATTORNEY’S REPORT - none

13. CITY MANAGER’S REPORT

- Council approved approximately $60 million of investments in the City this evening.
- Welcomed Nexteer to the City, the City’s newest world headquarters. Their ribbon cutting is Thursday morning. Generally companies seek help from state or county authorities when contemplating a move, but Nexteer came to the City, seeking more information with the hopes of building their world headquarters here, moving from Saginaw. Before they moved in, they made a financial contribution to the amphitheater project; TIFA provided funding for signage; it was very important to Nexteer that everyone knew where they are located in the City, along I-75. They have already been a great community partner.

Mayor McDaniel thanked Mr. Tanghe for seeing this project through from the very beginning until the ribbon cutting. He explained both he and Ms. Mitchell have prior commitments and will not be able to attend the ribbon cutting ceremony, and asked Mr. Tanghe to represent the City.

- Congratulated Kyle Scislowicz, the City’s Media Communication Specialist, on his recent marriage.

14. ADJOURNMENT

Hearing no objections, the meeting adjourned at 9:53 p.m.

_______________________________  ________________________________
Kevin R. McDaniel, Mayor                  Terri Kowal, City Clerk
CALL TO ORDER: by Mayor McDaniel at 5:30 p.m.
LOCATION: Administrative Conference room, 1827 N. Squirrel Road, Auburn Hills, MI 48326

Present: Mayor McDaniel, Council Members Burmeister, Hammond, Kittle, Knight, Mitchell, Verbeke
Absent: None
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, Fire Chief Manning, Community Development Director Cohen, City Clerk Kowal, DPW Director Melchert, Finance Director/Treasurer Schulz, Deputy Finance Director/Treasurer Wickenheiser, Deputy DPW Director Herczeg, Senior Director Adcock, Deputy Assessor Collias, Accountant Bommarito, Accountant Meyer, Management Assistant Harris, Director of Authorities Mariuz, Executive Assistant Stockley, City Engineer Juidici, and City Attorney Beckerleg.

Mayor McDaniel asked Ms. Schulz to begin. Ms. Schulz began with a slide showing the 2016 original and amended budgets. Due to some projects that will not be done in 2016, along with some TIFA fund increases, the overall position of the City is projected to be more favorable than originally planned. This is due to a number of factors including the City’s dispatch services being transferred to Oakland County, higher than normal sales of Fleet assets, postponed projects including projects in TIFA, and increased development activity. The five year projection City-wide shows expenditures exceeding revenues through 2021. The biggest impact for 2017 is road projects and preventative maintenance, at about $6M, while property tax revenues still remain very flat.

2017 projections show property taxes at 33% of the net revenues, with charges for services, including water and sewer, at 36%. In 2017, the projected wage and benefit costs are, as expected, the largest single expense, at 35% of the overall budget.

Ms. Wickenheiser explained to Council that the property tax revenues are projected to only increase 3.7% over 2015 in about six years. Revenue growth is impeded by the loss of Personal Property Tax revenues which first impact the City’s revenues in 2017.
The 2017 General Fund Revenues were discussed. The property tax portion of the revenues will be about 60% of the total for General Fund. 56% of General Fund Expenses are allocated to wages and benefits.

The Fire Fund was discussed at length, including the hiring of seven new firefighters, all of which will be funded by the SAFER grant for the first two years. The Police Fund five year plan was reviewed, with discussion concerning hiring to bring staff to the full budgeted level.

For General Fund, road transfers were discussed. The planned transfers out to the road line items are significant; totaling about $18M over the next five years. Ms. Schulz explained that the road transfers are a significant impact on the General Fund. Public Act 51 funds are insufficient and do not provide enough funding for the preventative maintenance or reconstruction plans for our City roads. About $6M in these type of road expenditures is planned for 2017. The City is planning on recouping a portion of these expense with a Special Assessment. The 2017 employee wages and benefits were reviewed.

The Water and Sewer Fund utility billings are about 36% of the City’s revenues. The cost to purchase the water and sewer services is about 16% of the City’s expenses. In 2017, there will be one 5% increase in utility fees beginning for the month of January. The City’s goal is to maintain the Water and Sewer fund unrestricted net position at $17-20M to allow for planned maintenance, upgrades, and any unforeseen catastrophic event.

The budget workshop will be continued at the next meeting.

The workshop adjourned at 6:40 p.m.

Respectfully submitted,

Terri Kowal, CMMC, MMC

_________________________                           __________________________
Kevin R. McDaniel, Mayor                               Terri Kowal, City Clerk
CALL TO ORDER
Chairman Foster called the meeting to order at 6:02pm

ROLL CALL
Present: Celeste Yoskovich, Ilene Ingram, Patrici Ormsbee, Carla Withers, Rich Foster, Karen Lewis, Bob Kittle
Also Present: Elizabeth Brennan, Exec. Assistant Community Development
Absent: None
Guests: None

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

PERSONS WISHING TO BE HEARD - None

APPROVAL OF MINUTES -
Mr. Kittle noted that almost 80% of the Perennial Exchange event attendees live outside of Auburn Hills. He suggested that the Commission make use of the addresses collected at the registration table to market our new residential developments in the City. Introducing new housing options to both residents and neighbors of Auburn Hills could ultimately provide a return on investment for the event. Ms. Ingram said that the idea does not meet the intent of the Perennial Exchange.

Mr. Kittle reminded the group that taxpayer money is used to provide essential city services and roads. It is difficult to justify a “feel good” event when there is opportunity to promote and potentially sell a new home or condo in Auburn Hills. The revenue generated from new home and condo sales helps fund city services and the BAC.

Ms. Brennan clarified that event participants would not be approached at the event. The registration list would simply be used for marketing purposes. Mr. Kittle said that it is a great event but to not take advantage of it is a missed opportunity. We are trying to grow a
community.

Mr. Kittle moved to approve the minutes of June as presented.
Supported by Ms. Ormsbee
VOTE:  Yes: Yoskovich, Ingram, Ormsbee, Foster, Withers, Lewis, Kittle
      No:  None

Motion Carried (7-0)

OLD BUSINESS –

BCSEM Recap
We had a small group – 60 attendees. Ms. Ormsbee said it went very well overall but the food and the service was horrible. The servers should have kept the food covered to keep it warm. It was a breezy day and the food was cold. The speaker was wonderful and there was great participation from the crowd.

Mr. Kittle agreed that the timing of the catering was off. It seemed as if they weren’t ready.

“Gardens” Update
Ms. Ormsbee reported that she has discontinued her “Gardens” project because the homeowner is now in a nursing home. She will not use the funds set aside for the garden.

Mr. Foster reported that his Gardens participant is happy with her garden and is watering and caring for it on a regular basis. Mr. Kittle reported that she has a problem tree in her yard but they have not found a good solution yet.

Budget Report
Ms. Brennan reported that expenses to date are $3,510.91, leaving a balance of $14,489.09.

NEW BUSINESS –

Beautification Awards
Ms. Brennan reported that she has received 85 nominations and asked the Commission members to email any additional nominations to her as soon as possible. Photography will start next week.

A “Woodlands” theme was selected for the flowers, invitations, etc.

The group selected Alfoccino’s to cater the Beautification Awards Dinner and menu preferences were submitted.

The group decided to purchase garden signs for the awards again this year but would like to include photos of the homes. Feedback from past award winners indicated they liked having a photo of their homes on their awards. No additional cost will be incurred other than time invested in a more detailed ordering process.

OPEN DISCUSSION - None

CONFIRM NEXT MEETING – Wednesday, August 17, 2016

Meeting adjourned at 6:58pm

Respectfully Submitted,
Elizabeth Brennan
BAC - City Staff Liaison
City of Auburn Hills
Community Development
MEETING DATE: SEPTEMBER 12, 2016

AGENDA ITEM NO. 7A.2.

NOT YET APPROVED

The City of Auburn Hills
Pension Board Meeting
Minutes

August 10, 2016

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

1. CALL TO ORDER: Chairman Martin called the meeting to order at 3:05 p.m.

2. ROLL CALL

Present: City Manager Tanghe, Public Safety Representative Martin, Finance Director Schulz, City Clerk Kowal, Clerical Representative Cox, Public Safety Representative Manning, Mayor Pro Tem Mitchell (3:18 p.m.), Mayor McDaniel (3:35 p.m.)

Absent: DPW Representative Landry

Also Present: George Vitta, Mike Walker, and Brian Green from Bogdahn Group, Aaron Castle, Attorney

3. APPROVAL OF THE AGENDA

Moved by Mitchell; Seconded by Manning

RESOLVED: To approve the Agenda.

VOTE: Yes: All
No: None

Motion carried

4. CONSENT AGENDA


4b. Approve Finance Director’s Report – April 2016

4c. Approve payment in the amount of $4,049.20 for each month to Asset Strategies for services rendered June and July, invoices 4331 and 4343 respectively.

4d. Receive and File Closing of Cornerstone Real Estate Fund X LP

Moved by Kowal; Seconded by Tanghe.

RESOLVED: To approve Consent Agenda.

VOTE: Yes: All
No: None

Motion carried

OLD BUSINESS

5a. Revision to GASB 15 2106 – Rodwan Consulting

Ms. Schultz explained that the revisions were completed at the last meeting, and that we are approving the final changes as submitted.

Moved by Cox; Seconded by Kowal.

RESOLVED: To accept the revised GASB 16 2016 Report as submitted.

VOTE: Yes: All
No: None

Motion carried

5b. Review of Fixed Income Manager Report

Mr. Vitta reminded the Board that this issue was discussed at the last meeting also, and a final copy was sent to the Board. No action is needed today.

5c. Review Letter and Worksheet Going to Retirees Who Must Payback Retirement Amounts

5d. Review Letter and Worksheets of Retirees Who are Owed Money by the Pension Fund

Moved by Tanghe; Seconded by Kowal.
RESOLVED: To approve the letter and worksheets with changes in benefit payments, both paybacks and money due.

VOTE: Yes: All
    No: None

Motion carried

Mr. Martin noted one retiree stated he would be hiring an attorney and wouldn’t be paying anything back; based on pure principal because it wasn’t his error it was the City’s error. So Mr. Martin stated any questions should be in writing and directed to Mr. Michaud and that he, (Mr. Martin) won’t be answering any questions given the circumstances. It’s best if anyone gets any phone calls, to direct the caller to the attorney.

Regarding the person requesting a payback over two years, a letter should be submitted to this Board. Any retiree having questions or concerns may submit a letter to the Board as opposed to coming in and speaking at a meeting, if they prefer.

6. NEW BUSINESS

6a. Service Retirement Documents for Regina Thomas

Ms. Schulz noted there is now a sign-off document that the retiree signs, confirming they have reviewed the paperwork associated with retirement and understands the process. This also allows the retiree to ask questions to better understand the process.

Moved by Schulz; Seconded by Kowal.

RESOLVED: To receive and file the retirement documents for Regina Thomas, effective July 11, 2016.

VOTE: Yes: All
    No: None

Motion carried

6b. Bogdahn Group 2nd Quarter Investment Performance Analysis and Liquidity Report

George Vitta stated the second quarter was a very good performing quarter, including U.S. stocks and bonds and commercial real estate. Total Fund results, up 2.59%, trailed the policy index. Underperformance was primarily driven by poor returns from Rothschild SMID Cap and American Core Realty. One year, Total Fund results, exceed return, risk and peer group expectations, ranking favorably at the first percentile. Total Fund results are similarly ahead of return, risk and peer group expectations over longer time periods. The transition from PIMCO Total Return Bond Fund and into the Loomis Sayles Intermediate Duration Fund took place about August 1, so the change will be reflected in the next quarter report.

It is recommended funding August through December liquidity needs and capital calls, come from cash and the over-target allocations to U.S. equities and fixed income.

Mr. Manning asked the amounts for liquidity and capital calls.

Mr. Vitta explained the capital calls aren’t predetermined amounts, it depends on the number of investors at the time, but the City committed $2.4 million and has only invested a couple hundred thousand dollars. The liquidity needs are about $500,000 through the end of the year. To prevent the need of an emergency Pension Board meeting there should be a provision in place that allows Ms. Schulz and himself to move money for liquidity purposes if needed.

Moved by Manning; Seconded by Tanghe.

RESOLVED: To allow the liquidity need and capital calls, come from cash and the over-target allocations to U.S. equities and fixed income.

VOTE: Yes: All
    No: None

Motion carried

Moved by Schulz; Seconded by Cox.

RESOLVED: To accept and file the Bogdahn Group’s second quarter Investment Performance Analysis.

VOTE: Yes: All
    No: None

Motion carried

7. OPEN BUSINESS

Mr. Vitta introduced Mike Walker, CEO, in from Orlando and Brian Green, from the Southfield office of the Bogdahn Group.

Mike Walker, thanked the Board for allowing the transition from Asset Strategies to the Bogdahn Group and stated he is always available for any questions, concerns or comments.

Brian Green stated he lives in Royal Oak and he too, is available for questions or concerns.

Mr. Manning requested to attend the fall MAPERS conference. Mr. Martin stated he too, is interested in attending the conference. Ms. Cox stated she attended the last conference, and found it very educational. If possible, she would also like to attend the fall conference if classes are different from the spring conference.
Mr. Michaud stated it is at the Board’s discretion of how many members attend. State law recommends it is the board’s duty and obligation to educate themselves.

Moved by Kowal; Seconded by Tanghe.
RESOLVED: To allow Chairman Martin, Vice Chairman Manning and Ms. Cox to attend the fall MAPERS conference being held on Mackinaw Island.

VOTE: Yes: All
No: None

Motion carried

8. LEGISLATIVE – none.

9. ADJOURNMENT

The meeting adjourned at 4:47 p.m.

Respectfully submitted,
Kathleen Novak
Deputy City Clerk
NOT YET APPROVED
The City of Auburn Hills
Retiree Health Care Board Meeting
Minutes
August 10, 2016

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

1. CALL TO ORDER: Chairman Martin called the meeting to order at 3:40 p.m.
2. ROLL CALL
   Present: City Manager Tanghe, Public Safety Representative Martin, Finance Director Schulz, City Clerk Kowal, Clerical Representative Cox, Public Safety Representative Manning, Mayor McDaniel (3:18), Mayor Pro Tem Mitchell (3:35)
   Absent: DPW Representative Holbrook
   Also Present: Thomas Michaud, Attorney; George Vitta, Asset Strategies, Kim Wickenheiser, Deputy Treasurer

Ms. Kowal stated Mr. Holbrook sent her an email, asking to be replaced on the Board. His work schedule is too hectic to be attending these meetings. She suggested possibly asking Mr. Landry who is on the Pension Board to fill in on this Board as a matter of consistency, or an election can be held and look for another individual. The pool of employees for retiree health care is large; the replacement needs to come from DPW.

Chair Martin suggested checking with Mr. Landry, to see if he is willing to sit on the Retiree Health Care Board. If not, then others can be asked.

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

4. CONSENT AGENDA
   4a. Approve Minutes of June 8, 2016
   Moved by Tanghe; Seconded by Cox
   RESOLVED: Approve Consent Agenda as proposed.
   VOTE: Yes: All
   No: None
   Motion carried

5. OLD BUSINESS
6. NEW BUSINESS
   6a. Authorize Loomis Sayles New Account
   Mr. Vitta stated Loomis Sayles is not allowing the Retiree Health Care to invest in the trust fund, as the Pension Plan has done, because there is less than $25 million assets in the account. There is an Institutional Mutual Fund, the primary difference is the mutual fund has a daily valuation and can easily be moved on a daily basis. The mutual fund is close in similarity to the trust fund, but the trust costs are a little lower, resulting in slightly higher returns for the trust. The mutual fund does outperform the market benchmark and is managed by the exact same team of investment professionals.
   Moved by Manning; Seconded by McDaniel.
   RESOLVED: To authorize the Loomis Sayles Institutional Mutual Fund.
   VOTE: Yes: All
   No: None
   Motion carried

6b. Bogdahn Group 2nd Quarter Investment Performance Analysis
Mr. Vitta stated the quarter Total Fund results were 2.65%, trailing the policy index, yet still ranked in the 10th percentile vs. peers. The Total Fund results exceed return, risk and peer group expectations, ranking favorably at the 1st percentile for the last 12 months. It is recommended that funding future CRE commitment from cash and the PIMCO Total Return Fund.

Moved by Schulz; Seconded by Kowal.
RESOLVED: To receive Second Quarter Investment Performance Analysis
VOTE: Yes: All
   No: None
Motion carried

6c. Notice of Changes to Deductibles - No Discussion

7. OPEN BUSINESS – none
8. LEGISLATIVE – none

9. ADJOURNMENT
The meeting was adjourned at 3:57 p.m.

Respectfully submitted,
Kathleen Novak, Deputy City Clerk
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager;
Submitted: September 8, 2016
Subject: Motion – Extend the Collection Services contract with Penn Credit Corporation for delinquent ambulance billing accounts for one (1) additional year

INTRODUCTION AND HISTORY

On September 18, 2014, a contract was awarded to Penn Credit Corporation for the purpose of collection services for delinquent ambulance billing accounts. The contract was for two (2) years with the option to extend the contract for one (1) additional year. Penn Credit Corporation has performed well in its efforts to recover costs directly associated to delinquent ambulance accounts. Penn Credit Corporation has proven to communicate well and be responsive to the City’s needs. The fire department would like to maintain the services of Penn Credit Corporation by exercising the option to extend the contract one (1) additional year.

The goal of a collection service is to seek payment after Mobile Health Resources, our current EMS billing agency, has exhausted their efforts to collect. A collection service is important because it completes the process of cost recovery. Unfortunately there are people who will not pay their bill except under threat of collections. Penn Credit Corporation is more than willing to help individual accounts setup a payment plan during their process to achieve full payment.

The contract extension addendum has been reviewed and approved by the city attorney.

STAFF RECOMMENDATION

Approve to exercise the option to extend the contracted service of Penn Credit Corporation for the purpose of collecting delinquent ambulance billing accounts at the rate of 19% of the amount collected in-house and 29% when legal action is required for an additional one (1) year from September 18, 2016 to September 18, 2017.

MOTION

Move to approve to exercise the option to extend the contracted service of Penn Credit Corporation for the purpose of collecting delinquent ambulance billing accounts at the rate of 19% In-house and 29% when legal action is required for an additional one (1) year from September 18, 2016 to September 18, 2017 and authorize the city manager to sign the agreement on behalf of the city.

I CONCUR: Thomas A. Tanghe, CITY MANAGER
ADDENDUM 1 TO THE CONTRACT FOR
COLLECTION SERVICES DATED SEPTEMBER 18, 2014
BETWEEN PENN CREDIT CORPORATION
AND
CITY OF AUBURN HILLS, MICHIGAN

This is an addendum to the collection contract currently in effect by and between Penn Credit Corporation (“PCC”) and the City of Auburn Hills, MI (“CLIENT”).

Section 11 of the existing agreement between PCC and the CLIENT allows for an optional one year contract extension, both parties agree to this extension.

The extension term shall be effective from September 18, 2016 to September 18, 2017. Provided further that this Agreement may be terminated and Penn Credit Corporation agrees to the release and return of all accounts, by the City, at City’s Sole discretion, upon 30 days written notice to Penn Credit Corporation. Further, this Agreement may be terminated any time upon the mutual written consent of both parties.

All other items and conditions of the contract shall remain in full force and effect. In the event of a conflict between the contract and this addendum, the terms of this addendum shall prevail.

City of Auburn Hills, MI

BY: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

Penn Credit Corporation

BY: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
CONTRACT

This CONTRACT is being entered into as of September 18, 2014 between Penn Credit Corporation, (hereinafter referred to as PCC), and the City of Auburn Hills, MI (hereinafter referred to as CLIENT).

PCC and CLIENT therefore agree that the following shall constitute the service conditions between PCC and CLIENT applicable to this engagement:

1. Relationship of Parties: It is clearly understood that each party to this Contract will act in its individual capacity and not as an employee, partner, joint venture, or associate of the other party. An employee of one party shall not be an employee or agency of the other party for any reason whatsoever.

2. Agent Relations: The CLIENT agrees to employ PCC to investigate, communicate, and to take any and all reasonable and legal collection steps. All collection steps taken by PCC in the settlement and collection of assigned accounts will be in accordance with federal and state consumer protection laws, including the terms of the Fair Debt Collection Practices Act and procedures of ACA International, of which PCC shall remain a member in good standing.

3. Right of Endorsement: The CLIENT grants and conveys to PCC the right of endorsement in clearing drafts, checks and notes for collection applicable to this Contract.

4. Releases and Return of Accounts: PCC agrees to release and return specified accounts assigned and in process of collection within thirty (30) days of the receipt of a written request from the CLIENT or by any other date specified herein. Those accounts on which payment has been made within ninety (90) days prior to the written notice or is anticipated to have additional payments within one hundred eighty (180) days will remain with PCC for collection. All accounts returned will be listed in alphabetical order along with the current balance of each account.

5. Payment to Client (Member Payments): The CLIENT agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor and/or third party corresponding to all accounts placed.

6. Accountings: PCC agrees to report and pay to the CLIENT gross proceeds of all collections on a monthly basis; and the CLIENT will remit to PCC any proceeds due based on its collection efforts within thirty (30) days of billing. The CLIENT will be charged full commissions on any payments received by either PCC or CLIENT on/after the date accounts are placed with PCC. Said payment and reports will be submitted by PCC to CLIENT no later than the 20th day following the end of the calendar month.

7. Confidential Information: Both Parties ("Discloser") will be supplying to the other (the "Recipient"), directly and/or indirectly, confidential information as relates to the method of its operations, which is proprietary to and solely owned by the respective party. Both parties agree during the term of the Contract and thereafter for the indefinite future, that the Recipient will not, without the express written consent of discloser, utilize or disclose any such information to any third party, except as necessary to fulfill the terms of this Contract.

9. PCC and CLIENT will maintain a Business Associate Agreement as required by HIPAA. PCC will comply with HIPAA guidelines and security requirements designed to protect electronic Protected Health Information (PHI). PCC follows the following requirements:
   a. Training employees to properly handle PHI;
   b. Reviewing and updating business associate agreements;
   c. Executing new business associate agreements;
   d. Reviewing internal policies and procedures;
   e. Performing a risk analysis;
   f. Setting up auditing and monitoring procedures;
   g. Establishing a breach response plan; and
   h. Reporting any security breach.

10. Indemnification.

A. CLIENT shall defend, hold harmless and indemnify PCC, its shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against PCC, its shareholders, officers and employees of PCC arising out of the collection activities of PCC if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any of the following:
   i. Any negligent actions by CLIENT, its officers, employees or contractors, including any other collection agency; or
   ii. Inaccuracy in any Account Information supplied by CLIENT to PCC, or failure by CLIENT to supply Account Information to PCC, including the failure to provide updated Account Information as it becomes available.

B. PCC shall defend, hold harmless and indemnify CLIENT, its affiliates, shareholders, officers and employees against any and all liabilities, claims, damages, costs, judgments and expenses, including attorney fees, sought or asserted against CLIENT, its affiliates, shareholders, officers and employees of CLIENT arising out of the collection activities of PCC if such liabilities, claims, damages, costs, judgments or expenses are based or alleged to be based, in whole or in part, upon any of the following:
   i. Any negligent actions by PCC, its officers, employees or contractors; or
   ii. Failure by PCC to relay Account Information supplied by CLIENT to PCC to a Credit Bureau.

C. The obligations of CLIENT and PCC under this Section 10 shall be continuing obligations of CLIENT and PCC, as the case may be, and shall specifically survive the termination of this Contract or any other Contract between CLIENT and PCC.

11. Term of Contract: This Contract is for a period of two years with an option for the City to renew for an additional one year period.
12. Compensation Structure:
   - 19% collection fee for dollars recovered through PCC's in-house efforts
   - 29% collection fee plus court costs/filing fees should PCC retain local counsel to pursue legal collection remedies with the CLIENT's approval
   - Penn Credit will offer the City a value option of 2/10 Net 30.

13. Assignment and Subleasing: PCC shall not have the right to assign this Contract or sell, transfer or sublet any portion thereof without the express written consent of CLIENT; said consent of the CLIENT however shall not release or discharge PCC from any obligations hereunder.

14. Effect of Partial Invalidity: The invalidity of any part of this Contract will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

15. Waiver: Waiver by CLIENT of any breach of any covenant or duty of PCC under this Contract is not a waiver of a breach of any other covenant or duty of PCC, or of any subsequent breach of the same covenant or duty. Any waiver by CLIENT must be in writing to constitute a waiver.

16. Jurisdiction: This Contract shall be governed by the laws of the State of Michigan, and the sole and exclusive venue for any disputes arising out of this Contract shall be any state court located within Oakland County, Michigan, or federal court located within the same venue.

17. Miscellaneous:
   a. This Contract and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
   b. This Contract contains the entire understanding between the parties hereto and supersedes any and all prior contracts, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
   c. The captions of the Contract are used for convenience of reference only and shall have no significance in construing the text of the Contract.

18. Notices: All notices provided for in this Contract shall be made in writing and shall be transmitted to the proper Authorized Representative and address shown below, unless advance written notice is provided to the other party notifying them that either the name of their designated Authorized Representative and/or his/her address has been changed. Proper notice shall be deemed given when it is either:
   a. Hand delivered to the Authorized Representative to whom the notice is addressed and a signed receipt is given, or
   b. Mailed by United States Post Office Registered Mail, Return Receipt Requested, with postage prepaid to the Authorized Representative at the address shown below:

   **PCC:**
   Donald C. Donagher, Jr., CEO
   Penn Credit Corporation
   916 South 14th Street
   Harrisburg, PA 17104

   **Client:**
   Antonio Macias, Assistant Fire Chief
   City of Auburn Hills, MI Fire Department
   1899 N. Squirrel Road
   Auburn Hills, MI 48326
19. Mutual Agreement: In witness whereof, the respective parties hereto and their Authorized Representatives have mutually agreed to the provisions of this Contract as indicated below:

For: Penn Credit Corporation

By: Donald C. Donagher, Jr.  
Authorized Representative Name (Print)  CEO

[Signature]  9/25/14  Date

For:

By:   
Authorized Representative Name (Print)  City Manager

[Signature]  9/18/14  Date
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager;
Submitted: September 8, 2016
Subject: Motion – Extend the backup EMS ambulance service to the fire department’s EMS system contract with Star EMS for one (1) additional year

INTRODUCTION AND HISTORY

On May 1, 2014, a no cost contract was awarded to Star EMS to provide backup EMS ambulance service to the fire department’s EMS system. The backup EMS contract was for two (2) years with the option to extend the contract for one (1) additional year. The working relationship between fire personnel and STAR personnel has been excellent. The fire department would like to maintain the services of Star EMS by exercising the option to extend the no cost contract one (1) additional year.

Star EMS was the only company to bid when the original request for proposals was due on December 19, 2013. In the event of multiple calls, when all fire units are tied up, it is necessary to maintain a backup system with an ambulance service that could cover additional calls beyond the capacity of Auburn Hills units.

STAR EMS also provides ambulance service to three municipalities that border Auburn Hills. These communities are Pontiac, Waterford Twp., and Orion Twp. Having a presence in these communities allows STAR EMS to be strategically positioned to respond to Auburn Hills when needed.

The contract extension addendum has been reviewed and approved by the city attorney.

STAFF RECOMMENDATION

Approve to exercise the option to extend the no cost contracted service of Star EMS for the purpose of backup ambulance service to the fire department’s EMS system for one (1) additional year from May 1, 2016 to April 30, 2017.

MOTION

Move to approve to exercise the option to extend the no cost contracted service of Star EMS for the purpose of backup ambulance service to the fire department’s EMS system for one (1) additional year from May 1, 2016 to April 30, 2017 and authorize the city manager to sign the agreement on behalf of the city.

I CONCUR:

[Signature]
Thomas A. Tanghe, CITY MANAGER
Addendum to Existing Auburn Hills AGREEMENT FOR BACK-UP ADVANCED LIFE SUPPORT AMBULANCE SERVICES and Star EMS.

ADDENDUM

The City of Auburn Hills and Star EMS agree to extend the term of the AGREEMENT FOR BACK-UP ADVANCED LIFE SUPPORT AMBULANCE SERVICES for an additional one year term as permitted under section 12 of the agreement, and under the same terms and conditions.

This agreement shall be effective for (1) year from MAY 1st, 2016, to April 30th, 2017 with an option to extend for one additional year upon mutual agreement. Provided further that this Agreement may be terminated, for cause as outline in Section 11 hereof, by the City, at City’s Sole discretion, upon 90 days written notice to provider. Further, this Agreement may be terminated any time upon the mutual written consent of both parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum, or have caused this Addendum to be fully executed on their behalf, as the day and year first set above.

WITNESSED:

Star EMS

Bill Grubb/William P. Grubb

By

President & CEO

I/t

CITY OF AUBURN HILLS, a Michigan Municipal Corporation

By

________________________

I/t

________________________

Date
AGREEMENT FOR BACK-UP ADVANCED LIFE SUPPORT AMBULANCE SERVICES

THIS AGREEMENT, made this ___1st___ day of __May__, 2014 between the City of Auburn Hills, a Michigan municipal corporation, with principal offices at 1827 North Squirrel Road, Auburn Hills, Michigan, hereinafter referred to as City, and __Star EMS____ with offices at 63 Oakland Avenue, Pontiac, Michigan, hereinafter referred to as Provider.

WHEREBY, Provider agrees and promises to make response and to arrive at scene with an ambulance which meets the requirements as set forth in this agreement, within - twelve (12 minutes 0 seconds) minutes (90% of the time) from receipt of dispatch by the City, from time to time during the term of this agreement, for any and all requests for ambulance transportation service, seven (7) days a week, twenty-four (24) hours per day, except in weather conditions which prevent the Ambulance vehicle from arriving at the scene, when vehicle is involved in an accident, or when vehicle is on a bonafide City transportation request.

FURTHER COVENANTS of this Agreement are as follows:

1. Provider and all emergency vehicles owned and/or in use under this agreement shall meet and be equipped to meet all Federal, State, County, and City licensing requirements.

2. Each backup ambulance shall be not more than five (5) years old in cab and chassis and be of model and make to insure safe and comfortable transportation of the patient(s) and be air conditioned in the patient’s compartment.

3. The backup ambulances shall be subject to periodic inspection by City Fire Department to insure that this Agreement’s requirements are maintained. Frequency and location of inspection shall be set by City Fire Department. Vehicles deemed by the City as not providing acceptable performance must be removed from service immediately and repaired or replaced.

4. Each contracted ambulance shall be staffed by two (2) attendants (herein “Attendants”) who shall meet all Federal, State, County and City licensing requirements. Attendants shall be required to maintain all licensing qualifications as required currently and as may be required in the future, while this contract is in effect. All personnel responding to emergencies within the City of Auburn Hills shall be trained and licensed as certified emergency medical technicians (EMT-PEMT-P’s).

5. City further requires that Attendants meet the following qualifications:

(a) Non-addiction to the use of intoxicating liquors and non-use of narcotics (other than as specifically prescribed for an Attendant by a licensed physician) and morally fit for the position;

(b) Able to speak, read, and write the English language;
(c) Be of sound physique, possessing eyesight corrected to at least 20/40 in the worse eye, and free of physical defects or diseases which might impair the ability to drive or attend an ambulance; and

(d) Drivers or attendant-drivers must hold currently valid chauffeur's or operator's permits from the State of Michigan.

(e) Able to physically perform expected functions independent of Auburn Hills assistance.

6. Provider agrees for the performance of its duties and obligations under this contract that:

(a) There shall be at all times in force and effect insurance coverage, issued by an insurance company licensed in the State of Michigan, for each contracted ambulance owned or operated by or for -Provider within the City, and all activities performed by -Provider pursuant to this Agreement, providing:

(1) Workers' Compensation Insurance as required by State statute and employer's liability with a minimum limit of $500,000.00;

(2) $1,000,000.00 minimum limit for any injury to and/or death of an individual in occurrences resulting from any cause for which -Provider would be liable on account of liability imposed on it by law, regardless of whether the ambulance was being driven by the owner or his agent, and $100,000.00 against damage to the property of another, including personal property under like circumstances;

(3) $1,000,000.00 combined single limit for bodily injury and property damage covering comprehensive general liability on the premises occupied in the City of Auburn Hills; personal and advertising injury hazards; fire damage; contractual liability insurance covering the hold harmless provision contained in this Agreement; and medical professional liability;

(4) The City of Auburn Hills, its agents, officers and employees shall be named as additional insured, on a primary basis, but only as respects operations performed hereunder;
(5) All such insurance shall be certified by
certificates of insurance filed with the City's-
Clerk prior to commencement of work under
this Agreement. Such certificates shall contain
a clause whereby the City is notified in writing
thirty (30) days in advance of any material
change or cancellation in the insurance so
certified, and indicate that the City has been
added as an additional insured as required by
item (4) above; and

(6) All such insurance shall be so-called
"occurrence" and not "claims made" insurance.

(b) The limits of insurance so certified may be afforded through the
use of excess policies including so-called umbrella type policies,
but this should be clearly indicated in the certificates; an
example of an Accord Certificate of Liability Insurance is
attached to this document for clarification of insurance
coverage's and limits meeting the City's requirements;

(c) The insurance policies shall be available for review by the City or
its authorized representative. Renewal certificates shall be
received prior to the expiration date of certified insurance
coverage's.

7. To the full extent permitted by law, Provider agrees to hold City
harmless, defend City, its employees and agents, against all claims and/or lawsuits, and to indemnify City, its
officers, employees and agents, from and against any and all claims, costs, losses,
actions, liabilities, judgments, and/or damages, for any bodily injury/loss of life, mental
injury, damage or loss of tangible or intangible property, which may be imposed upon
City, its officers, agents and/or employees, resulting from, or arising out of, or in any
way connected with:

(a) Any negligent or tortuous act, error or omission of Provider or
any of its personnel, agents, and/or employees; or

(b) The performance of this Agreement by Provider, its personnel,
agents and/or employees; or

(c) Any failure of Provider or any of its personnel, employees
and/or agents to perform its obligations, either expressed or
implied, under this Agreement.

8. Provider shall be responsible for the collection of any and all fees due and owing to it by
those persons furnished with emergency ambulance service hereunder. Provider will
submit their present schedule of fees and rates (Attachment 1) to be charged to the
persons being transported. Provider shall retain the right to adjust fees to guarantee
optimal emergency service on an equal and fair basis to all its users. Provider will notify City when rate adjustments are necessary and determined. In no case would the fees charged to Auburn Hills users be any different from the fees charged to other Ambulance users.

Provided, however, with respect to all Services performed or rendered by Provider hereunder to City of Auburn Hills residents for which payment is ultimately made by Medicare, Provider agrees to accept assignment on all Medicare claims for its citizens. In accordance with the Social Security Act, Provider will bill all Medicare claims for the patient. The patient or the patients’ co-insurance will be held responsible for any co-payments and/or deductibles. All billings will be in accordance with Medicare guidelines.

9. Provider shall have and maintain in effect during the term of this agreement at least two (2) mutual aid agreements with other ambulance companies acceptable to the City, in order to ensure that another ambulance company is obligated to respond to provide backup services to the City as set forth herein in the event that the Provider is unable to provide a vehicle of its own for any reason.

10. All users of the ambulance service will be charged according to a set rate and fee schedule as determined by provider. Provider will not charge discriminatory rates.

11. Continued or uncorrected violations of the provisions of this Agreement, as determined by the City, shall be cause to terminate agreement by giving 90 days written notice to Provider. Examples of “cause” include, but shall not be limited to the following:

(a) Failure to make proper response;

(b) Failure to respond within average twelve (12) minute response time (excepting inclement weather conditions which prevent vehicle from arriving at the scene, vehicle involved in an accident, or vehicles (s) on bonafide City transportation request);

(c) Failure to meet requirements of this Agreement for equipment and/or personnel;

(d) Any other failure to abide by the terms and covenants contained in this Agreement.

12. This agreement shall be effective for (2) years from May 1st, 2014, to May 1st, 2016 with an option to extend for one additional year upon mutual agreement. Provided further that this Agreement may be terminated, for cause as outline in Section 11 hereof, by the City, at City’s sole discretion, upon 90 days written notice to provider. Further, this Agreement may be terminated any time upon the mutual written consent of both parties.
13. Provider agrees to serve as a backup to City in situations when all City Life Support Units are out of service or not available, for whatever reason, or as otherwise determined necessary or advisable by City. Ambulance will respond an advanced unit, carrying a minimum of two (2) EMT-P's duly licensed by the State of Michigan and approved by the Oakland County Project Medical Program, directly to the scene of a medical emergency within twelve (12) minutes (90% of calls) of being notified, as dispatched by the City from time to time during the term of this agreement.

14. City agrees that when Provider's advanced unit takes a call within city boundaries as a requested backup and no City Life Support personnel are available at the scene, the medical treatment will be performed and controlled by Provider EMT-P's.

15. Provider agrees that when mechanical breakdown or other damage occurs to multiple City Life Support Units causing the shutdown of a regularly assigned unit, to lease an ambulance to City on a per diem basis, for the City's own use. The City will provide agreed upon insurance and will indemnify Provider for any liability or damage resulting from the use and operation of the vehicle by the City. The per diem fee to be charged to the City shall be as set forth in Exhibit A, Attachment 1.

16. In the performance of this Agreement, Provider shall comply with all applicable laws, regulations, ordinances, and codes (whether or not specifically mentioned herein) and Provider shall save City, its agents, officers and employees harmless with respect to any claim or liability arising from any violation of the same by Provider, its employees and/or agent.

17. In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, Provider, agrees that it will not discriminate against any person, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position.

18. For purposes of this Agreement, the relationship of Provider to City is and shall continue to be that of an independent contractor. No liability or benefits, such as workers' compensation or pension rights or liabilities, arising out of a contract for hire or employer/employee relationship shall arise or accrue to or against either party as a result of the performance of this Agreement.

19. No failure by the City to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise any right, term, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Agreement shall be governed by the laws of the State of Michigan.
20. If any provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be judicially determined to be invalid, or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. Provider shall be solely responsible for any and all billing and collection from any person or applicable medical or health care insurance plan, whether public or private, for services which it has, hereunder, contracted with the City to perform.

IN WITNESS WHEREOF, Provider and City has set their hands and seals the day and year first above written.

WITNESSED:

[Signature]

Ster EMS

Bill Grubb, William P. Grubb

By

President & CEO

[Signature]

City of Auburn Hills, a Michigan Municipal Corporation

[Signature]

By

[Signature]

I/c
EXHIBIT A
FEE SCHEDULE

The Star EMS standard fee schedule for services provided is as follows:

<table>
<thead>
<tr>
<th>CHARGE CODE</th>
<th>LEVEL OF CARE</th>
<th>BILLED AMT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0433</td>
<td>ALS-EMERG II</td>
<td>750.00</td>
</tr>
<tr>
<td>A0427</td>
<td>ALS-EMERG</td>
<td>575.00</td>
</tr>
<tr>
<td>A0426</td>
<td>ALS-NON EMERG</td>
<td>575.00</td>
</tr>
<tr>
<td>A0429</td>
<td>BLS-EMERG</td>
<td>425.00</td>
</tr>
<tr>
<td>A0428</td>
<td>BLS-NON EMERG</td>
<td>425.00</td>
</tr>
<tr>
<td>A0425</td>
<td>MILEAGE</td>
<td>11.50</td>
</tr>
</tbody>
</table>

Lease of Star EMS Ambulance $2400.00 Per Diem
INTRODUCTION AND HISTORY
Budgeted for 2016 is $98,000.00 from Major Streets and $66,500.00 from Local Streets for catch basin repairs. As Council may recall, each year the DPW cleans and inspects one-third of the storm structures in the city. In May 2015, the southern third was inspected and 56 structures were found to have varying degree of deficiencies. OHM has logged the structures and prepared bid specifications for the project. On September 1, 2016, the City Clerk’s office received five bid submissions. Bid tabulations are listed:

- Koala-T Construction Pontiac, Michigan $ 96,850.00
- Giannetti Building Development Oxford, Michigan $ 360,300.00
- V.I.L. Construction Sterling Heights, Michigan $ 248,300.00
- Superior Excavating Auburn Hills, Michigan $ 172,810.00
- Zito Construction Grand Blanc, Michigan $ 272,300.00

OHM Scope of Construction Services for the project are estimated at $11,800 for Major Streets and $5,800.00 for Local Streets. Geotechnical Services are not required for the project. OHM services will be performed on an hourly basis for the not-to-exceed amount of $17,600.00.

STAFF RECOMMENDATION
OHM interviewed low bidder for the project, Koala-T Construction out of Pontiac, Michigan. They have over 34 years of experience in similar construction and completed numerous projects in the area. Local references were called and OHM received positive feedback on their past work. Other OHM staff has worked with Koala-T on recent projects and reported positive experience with this contractor as well. Based on our findings, the DPW and OHM recommend Koala-T Construction for this project.

MOTION
Move to approve the costs associated with the 2016 Storm Structure Rehabilitation Program and award the bid to Koala-T Construction, Inc., 424 Ferry Ave., Pontiac, Michigan 48341 in the amount of $96,850.00. Further, to approve the OHM Scope of Engineering Services for a not-to-exceed amount of $17,600.00. Funding is provided from Major Streets account 202-452-935.000 and Local Streets account 203-453-935.000.
September 2, 2016

Ronald Melchert
Director of Public Works
CITY OF AUBURN HILLS
1500 Brown Road
Auburn Hills, MI 48326

RE: 2016 Storm Structure Rehabilitation Program
Letter of Recommendation

Dear Mr. Melchert:

On September 1, 2016 at 2:30 pm, a total of five bids were received for the above referenced project. The five bidders are as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Koala-T Construction</td>
<td>$96,850.00</td>
</tr>
<tr>
<td>Superior Excavating, Inc.</td>
<td>$172,810.00</td>
</tr>
<tr>
<td>V.I.L. Construction, Inc.</td>
<td>$248,300.00</td>
</tr>
<tr>
<td>Zito Construction Co.</td>
<td>$272,300.00</td>
</tr>
<tr>
<td>Giannetti Building</td>
<td>$360,300.00</td>
</tr>
</tbody>
</table>

The project scope consists of rehabilitation to existing storm sewer structures along various roadways in the central and south portions of the City. The structures within this area have been identified by City crews as requiring maintenance work. The anticipated maintenance ranges from pointing up to reconstruction of structures and adjacent pavement/curb.

Koala-T Construction out of Pontiac, Michigan is the low bidder for this project. They have over 34 years of experience in similar construction and have completed numerous projects within the area. Based on our findings, we recommend award of this contract to them in the amount of $96,850.00, per the unit prices bid for the project.

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,

OHM Advisors

Mark A. Landis, P.E.

cc: Jeff Herczeg, Deputy Director of Public Works
    Dan Brisson, Manager of Fleet and Roads
    Tim Judici, OHM
    File
September 6, 2016

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

Attention: Mr. Ronald Melchert
Director of Public Works

Regarding: 2016 Storm Structure Rehabilitation
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 Storm Structure Rehabilitation Program for which bids were received on Thursday, September 1, 2016. The proposed project consists of rehabilitating existing storm sewer structures along various roadways in the south and central portions of the City. The anticipated maintenance ranges from pointing up to reconstruction of structures and adjacent pavement/curb. Similar work was performed as part of previous year’s storm sewer rehabilitation program.

SCOPE OF SERVICE

Construction Engineering / Observation

Under this task the project team will observe the construction efforts on the project and assist with any necessary field changes to successfully complete the work. Specific work efforts include:

- Provide daily observation of work. Full-time inspection will be provided for all storm structure rehabilitation, pavement removal & replacement, curb & gutter removal & replacement, and restoration.
- 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 and Business Owner 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 attend one (1) pre-construction meeting prior to the start of the project.
- Provide two (2) signed copies of the contract documents to the City, one (1) to the Clerk’s office and one (1) to the DPW.
- 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.

SCHEDULE

Based on the Council meeting schedule, we anticipate that the project award would be approved at the September 12th Council meeting and construction on the project would begin later this month. The project is expected to be completed in November of this year.

COMPENSATION

The services outlined above will be performed on a time-and-materials basis for the not-to-exceed amount of twenty-four thousand dollars ($17,600.00). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

| Major Streets                  | $ 11,800 |
| Local Streets                  | $ 5,800  |
| Construction Services Total    | $ 17,600 |

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.
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

Mark A. Landis, P.E.

cc: Jeff Herczeg, Deputy Director of Public Works
    Dan Brisson, Manager of Fleet and Roads
    Tim Juidici, OHM File

City of Auburn Hills
2016 Storm Structure Rehabilitation
Construction Services

Accepted By:

Printed Name:

Title:

Date:
## 2016 Storm Structure Rehab
City of Auburn Hills, Oakland County, State of Michigan

### OHM Job Number 0120-16-0290

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Unit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization, Max. $5,000</td>
<td>1 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Erosion Control</td>
<td>1 LS</td>
<td>$7,250.00</td>
<td>$7,250.00</td>
</tr>
<tr>
<td>3</td>
<td>Traffic Maintenance and Control</td>
<td>1 LS</td>
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<td>$5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Frame and Cover, Reset</td>
<td>1 Ea</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>5</td>
<td>Replace Frame and Cover</td>
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<td>$5,850.00</td>
</tr>
<tr>
<td>6</td>
<td>Structure, Reconstruct</td>
<td>10 Vt</td>
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<tr>
<td>7</td>
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<td>$4,800.00</td>
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<tr>
<td>10</td>
<td>Clean Concrete Debris</td>
<td>2 Ea</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>11</td>
<td>Seal Spot Leak in Structure (Prego Cement)</td>
<td>1 Ea</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>12</td>
<td>Remove and Replace Conc Curb and Gutter</td>
<td>25 Ft</td>
<td>$100.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>13</td>
<td>Remove and Replace Pavement</td>
<td>25 Syd</td>
<td>$135.00</td>
<td>$3,375.00</td>
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<tr>
<td>14</td>
<td>3&quot; Topsoil, Class A Seed and Mulch Blanket</td>
<td>50 Syd</td>
<td>$15.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

**TOTAL DIVISION A:**

- $42,475.00
- $61,055.00
- $82,050.00
- $99,575.00
- $119,917.00

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<tr>
<td>15</td>
<td>Mobilization, Max. $5,000</td>
<td>1 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
<td>16</td>
<td>Erosion Control</td>
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<tr>
<td>17</td>
<td>Traffic Maintenance and Control</td>
<td>1 LS</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Frame and Cover, Reset</td>
<td>7 Ea</td>
<td>$150.00</td>
<td>$1,050.00</td>
</tr>
<tr>
<td>19</td>
<td>Replace Frame and Cover</td>
<td>9 Ea</td>
<td>$650.00</td>
<td>$5,850.00</td>
</tr>
<tr>
<td>20</td>
<td>Structure, Reconstruct</td>
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<td>$225.00</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>21</td>
<td>Inside Structure, Pointing Up</td>
<td>14 Ea</td>
<td>$125.00</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>22</td>
<td>Clean Structure</td>
<td>2 Ea</td>
<td>$625.00</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>23</td>
<td>Clean Concrete Debris</td>
<td>2 Ea</td>
<td>$1,200.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>24</td>
<td>Seal Spot Leak in Structure (Prego Cement)</td>
<td>1 Ea</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>25</td>
<td>Structure Rehab, Special</td>
<td>1 Ea</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>26</td>
<td>Remove and Replace Conc Curb and Gutter</td>
<td>25 Ft</td>
<td>$100.00</td>
<td>$2,500.00</td>
</tr>
<tr>
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<td>50 Syd</td>
<td>$20.00</td>
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</tr>
</tbody>
</table>

**TOTAL DIVISION B:**

- $54,375.00
- $111,755.00
- $166,250.00
- $172,725.00
- $240,383.00

### TOTAL BID AMOUNT:

- $96,850.00
- $172,810.00
- $248,300.00
- $272,300.00
- $360,300.00

**CORRECTIONS**

1. Bidder's multiplication error was corrected.
2. Bidder's summation error was corrected.
3. Bidder's total was adjusted to reflect corrections.
ADVERTISEMENT FOR BID

2016 Storm Structure Rehabilitation
City of Auburn Hills
August 18, 2016

Sealed Bids for 2016 Storm Structure Rehabilitation will be received at the office of the City of Auburn Hills until 2:30 local time, on September 1, 2016, by the office of the City Clerk located at 1827 N. Squirrel Road, Auburn Hills, MI 48326. The approximate quantities of major items of work involved are as follows:

Maintenance and rehabilitation of approximately 58 structures.

The Contract Documents for this project are on file and may be examined on and after 10:00 am, August 18, 2016, at the following locations: the office of the ENGINEER, Orchard, Hiltz, & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150; Dodge Data & Analytics, dodgeproducts.construction.com; CMD Group, cmdgroup.com; the Construction Association of Michigan (CAM), cam-online.com; and City of Auburn Hills, 1827 N. Squirrel Road, Auburn Hills, MI 48326.

Copies thereof may be obtained on or after 10:00 am, local time, August 18, 2016, at the office of the ENGINEER, Orchard, Hiltz & McCliment, Inc., 34000 Plymouth Road, Livonia, MI 48150. A fee of forty dollars ($40.00) non-refundable will be charged for each set of Contract Documents. An additional fee of ten dollars ($10.00) non-refundable will be charged for each set of Contract Documents that are mailed.

Bid Security in the form of a Certified or Cashier's Check or Bid Bond for a sum no less than five percent (5%) of the amount of the Bid will be required with each Bid.

The OWNER reserves the right to accept any Bid, reject any Bid, or waive irregularities in Bids.

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of the Bids.

No pre-bid meetings are scheduled for this project.

Terri Kowal, City Clerk
City of Auburn Hills
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager
Submitted: September 7, 2016
Subject: Lease of Office Space to OHM Advisors

INTRODUCTION AND HISTORY
The City has very wisely leased unused space on its campus over the years to produce revenue and in turn, to maintain these spaces in good working order into the future. For about the last 5 ½ years, the City has leased the former Community Development Building to the Traffic Improvement Association, to which the City is a member. That lease, executed during a very different economic time (2011) has now expired. We re-visited that lease earlier this year and offered TIA an extension but at the going market rate. They declined that offer and are moving out of the facility in October. However, OHM, our City engineers, has outgrown another smaller space that they are currently leasing from the City and has elected to move into the space formerly occupied by TIA, paying what is current market rate for the space. A copy of the lease agreement is attached and begins with an initial three-year term with additional extension opportunities. It is a gross lease and includes all of the typical utilities and common area maintenance. The lease will begin on December 1, 2016.

STAFF RECOMMENDATION
Staff recommends approval of the lease with OHM under the terms and conditions contained in the proposed lease agreement.

MOTION
Move to approve the lease agreement with OHM Advisors under the terms and conditions included in the attached lease with the lease term beginning December 1, 2016; and authorize the City Manager to execute the lease on behalf of the City.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
COMMERCIAL GROSS LEASE AGREEMENT

This Commercial Gross Lease Agreement ("Lease") is made and effective December 1, 2016, by and between the City of Auburn Hills, a Michigan Municipal Corporation, ("Landlord") and OHM Advisors, a Michigan company ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 1827 North Squirrel Road.

Landlord makes available for lease a Building designated herein and attached hereto as Exhibit A (the "Leased Premises"). Such space is designated non-smoking and contains approximately 2,779 gross square feet consisting of office areas, conference room, lounge, lobby waiting room, and restrooms.

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

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

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning December 1, 2016 until 11:59 p.m. on November 30, 2019, unless otherwise terminated as defined in Section 21 herein.

B. Tenant may, at its option, renew the Lease for up to two (2) additional one year terms in accordance with the rate schedule provided in Section 2. Tenant shall exercise such renewal options, if at all; by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal terms shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease; again, subject to termination as defined in Section 21.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of Forty Four Thousand Four Hundred Sixty Dollars ($44,460.00) per year, payable in installments of Three Thousand Seven Hundred Five Dollars ($3,705.00) per month for the first twenty-four months; then, Forty Five Thousand Three Hundred Sixty Dollars ($45,360.00) per year, payable in installments of Three Thousand Seven Hundred Eighty Dollars ($3,780.00) per month for months twenty-five through thirty-six. Each installment payment shall be due in advance on the first day of
each calendar month during the lease term to Landlord at the City Treasurer's Office, 1827 North Squirrel Road, Auburn Hills, MI 48326 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be as follows. Months thirty-seven through sixty (37-60) shall be $3,855.00 per month. Provisions for these rates do not guarantee availability of lease space during these terms should the Landlord elect the option to terminate the lease under Section 21.

3. **Use.**

Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The established use is for the general office operation of the activities associated with civil engineering and inspection, defined as a typical professional office operation with no greater intensity.

4. **Sublease and Assignment.**

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent. Such consent is at the sole discretion of the Landlord.

5. **Repairs.**

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

6. **Alterations and Improvements.**

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

7. **Property Taxes.**

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

8. **Insurance.**

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

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

9. **Utilities.**

As this is a gross lease, Tenant’s lease payments shall include utility (gas, electric, water and sanitary sewer) charges. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants/occupants in this building or on Landlord's campus.
10. **Signs.**

Tenant shall be permitted to affix a sign to the exterior door indicating its location. A sign located in the general location of the parking lot and sidewalk shall be permitted and consistent with the Landlord’s campus signage and at the sole discretion of the Landlord as to size, color and location. An OHM logo shall be secondary to the primary company title. The sidewalk sign shall be manufactured and installed by the Landlord and Tenant shall reimburse Landlord for actual cost of materials.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant’s business on the Leased Premises. Tenant’s regular access shall be through the designated exterior entry door specific to its lease space, and tenant shall have access and use of common areas of the building specifically identified as restrooms, lobby, conference room and general clerical area. Tenant shall be given keys that are specific to the exterior door and applicable interior doors and do not permit entry into any other part of the building. The Landlord will also retain the same key for its access under the terms of this agreement. Should the Tenant elect to re-key interior doors for its purposes, Tenant shall provide such keys to the Landlord immediately.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building area or in reasonable proximity thereto, for Tenant and Tenant’s agents and employees. Tenant employees shall park in the lot south of the building, identified as Lot 7. Tenant guests may park in the lot immediately northeast of the building, identified as Lot 3.

13. **Building Rules.**

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

14. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant’s purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of
the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.**

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

16. **Quiet Possession.**

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

Landlord specifically excludes from use and occupancy, the storage room located next to the employee lounge and which contains technical equipment for the operation of the City's traffic signal system. Said room will need to continue to be accessible at all times by City staff and others who may be responsible for servicing and maintaining said equipment.
17. **Condemnation.**

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

18. **Leasehold Improvements.**

The Landlord, prior to initial occupancy by the Tenant, shall improve the premises to include the repair of all walls and ceilings to an acceptable standard, including new paint on all paintable surfaces where determined necessary by the Landlord. New carpeting and/or floor covering throughout the suite is specifically excluded. Additional minor improvements to the premises at the Landlord’s sole discretion may be undertaken prior to occupancy, and shall insure that all components of the lease space are in proper working order.

19. **Security Deposit.**

There shall be no required Security Deposit.

20. **Notice.**

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

**If to Landlord to:**
City Manager’s Office
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, Michigan  48326

**If to Tenant to:**
OHM Advisors
Attn: Mr. John Hiltz
34000 Plymouth Road
Livonia, Michigan  48150

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

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

Additionally, the Tenant shall also have the right to terminate the lease at any time after the completion of the first year of the initial term for any reason whatsoever, provided the Landlord is given ninety (90) days notice. Under such termination, rent shall be paid up to and including the last date the premises is occupied by the Tenant’s employees and/or its personal property, and no further obligation for rent shall be due and owing beyond that date and for the remainder of the lease term.

22. **Maintenance.**

General maintenance services shall be provided by the Landlord not to exceed one time per week. Such light cleaning services shall include general vacuuming, dusting, cleaning of restroom, emptying of trash, and other select cleaning as deemed necessary by Landlord’s staff. By the nature of the work performed by the employees of the Tenant as known to the Landlord, Landlord shall expect that carpets will be professionally steam cleaned on an as needed basis at the expense of the Tenant if such services are deemed required by the Landlord and such services shall take place within fifteen (15) days of written notification by the Landlord to the Tenant. All common area maintenance shall be performed by the Landlord and includes parking lot and sidewalk snow removal and de-icing, lawn maintenance and lighting.

23. **Waiver.**

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

24. **Headings.**

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

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

26. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance.**

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

28. **Compliance with Law.**

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

29. **Final/Entire Agreement.**

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

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

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

**ON BEHALF OF THE LANDLORD**  
City of Auburn Hills, Michigan

<table>
<thead>
<tr>
<th>Name</th>
<th>Today’s Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas A. Tanghe</td>
<td></td>
</tr>
<tr>
<td>Its: City Manager</td>
<td></td>
</tr>
<tr>
<td>Witness</td>
<td></td>
</tr>
</tbody>
</table>

**ON BEHALF OF THE TENANT**  
OHM Advisors

<table>
<thead>
<tr>
<th>Name</th>
<th>Today’s Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Hiltz</td>
<td></td>
</tr>
<tr>
<td>Its: President</td>
<td></td>
</tr>
<tr>
<td>Witness</td>
<td></td>
</tr>
</tbody>
</table>

Today’s Date
AGENDA ITEM NO. 8A.
COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Steven J. Cohen, Director of Community Development
Submitted: August 30, 2016
Subject: Public Hearing/Motion - Adopt Ordinance to Amend Article V, Nuisances in Chapter 34, Environment of the Auburn Hills City Code on Second Reading

INTRODUCTION
The enclosed ordinance amendment was drafted to prohibit vehicles from being driven or operated on the lawn of a side yard, rear yard or front yard, if said driving or operating the vehicle causes damage to the lawn. First Reading of the amendment was reviewed and accepted by the City Council on August 8, 2016.

After consultation with City staff, the amendment below was drafted by City Attorney Derk Beckerleg for City Council review and approval. If adopted, this ordinance would apply to all properties within the City.

“Section 34-158. – Driving or Operating Vehicles on Lawns.
A vehicle shall not be driven or operated on the lawn of a side yard, rear yard or front yard, if said driving or operating of the vehicle causes damage to the lawn of the side yard, rear yard or front yard. The intent of this Section is to eliminate the blighting, nuisance and damage factors associated with the driving or operating of vehicles on lawns. The City has determined that driving or operating of vehicles on lawns is unsightly, often damages lawns, causes the loss of groundcover and erosion, and provides potential environmental hazards. It shall not be necessary for the City to issue notices to abate to the occupants and/or property owners violating this Section and the City may proceed to issue citations for violations of this Section. A person who violates the provisions of this Section shall be responsible for a municipal civil infraction and in the event of a determination of responsibility for the municipal civil infraction shall be subject to the penalties set forth in section 34-156 of this Article.”

Example of the blight and nuisance this ordinance is intended to address
WHY IS THIS BEING CONSIDERED?
The City does not have an ordinance to prohibit someone from driving on and damaging a lawn. Earlier this year, the City issued a ticket for such a violation. The matter was reviewed in Oakland County's 52-3 District Court and the presiding judge dismissed the ticket after taking a strict view that the ordinance cited – Section 1813(3) of the Zoning Ordinance – addressed only parking on the lawn and not “driving on the lawn.”

HOW IS THIS PROPOSAL DIFFERENT FROM THE EXISTING ZONING ORDINANCE STANDARD?
1. **Addresses Damage from Driving on the Lawn**
   The proposed amendment is similar to Section 1813(3) of the Auburn Hills Zoning Ordinance which prohibits the parking of vehicles on the lawns of a side yard, rear yard or front yard, with the major difference in the proposed amendment being that the driving or operating of the vehicle on the lawns of the aforementioned yards must cause damage to the lawns.

   The enforcement intent of this law is not to prohibit the occasional and infrequent driving on a lawn, but to provide a mechanism for the City to address the unusual occurrence of damage (i.e., creation of tire ruts and removal of vegetation) that is done to property due to repetitive driving on a lawn.

2. **No Grandfathering of the Blighting Activity**
   In order to avoid any pre-existing legal nonconforming "grandfathered" arguments, this ordinance amendment is proposed in the City Code and not the Zoning Ordinance.

STAFF RECOMMENDATION
Recommend Approval

MOTION
"Move to adopt an ordinance to amend Article V, Nuisances in Chapter 34. Environment of the Auburn Hills City Code on second reading, to be known as Ordinance No. 16-880."

I CONCUR: __________________________
THOMAS A. TANGHE, CITY MANAGER
CALL TO ORDER: Mayor McDaniel at 7:06 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor McDaniel, Mayor Pro Tem Mitchell, Council Members Burmeister, Hammond, Kittle, Knight, Verbeke
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, City Clerk Kowal, Fire Chief Manning, Senior Director Adcock, Community Development Director Cohen, Assistant City Planner Keenan, Management Assistant Harris, City Engineers Hiltz & Stevens, City Attorney Beckerleg
18 Guests

9d. Motion – First Reading of Ordinance to Amend Article V, Nuisances, of Chapter 34, Environment
Mr. Cohen explained this ordinance amendment was drafted to address a blind spot in the code of ordinances. Earlier this year court action was brought against a tenant of a single family home to address vehicle damage done to the front lawn. The Oakland County judge dismissed the case because the ordinance cited on the ticket referenced the zoning ordinance of parking a vehicle on the lawn, but didn’t address driving and causing damage to the lawn.
The amendment was drafted by City Attorney Beckerleg with the intent of not prohibiting the occasional and infrequent driving on a lawn, but to provide a mechanism for the City to address the unusual occurrence of damage that is done to property due to repetitive driving on a lawn.
Mayor McDaniel asked for clarification, that the initial intent of this ordinance is being able to enforce this exact scenario which the City was unsuccessful in prosecuting this case in court.
Mr. Beckerleg stated that is correct and noted it doesn’t prevent the occasional driving on the lawn, but prevents continued driving that damages the lawn.
Ms. Mitchell asked for an expanded explanation of the statement and following comment for ‘No Grandfathering of the Blighting Activity’ In order to avoid any pre-existing legal nonconforming “grandfathered” arguments, this ordinance amendment is proposed in the City Code and not the Zoning Ordinance.
Mr. Beckerleg explained the ordinance referring to parking vehicles on lawns is located in the Zoning Ordinance. If someone has been parking their car on their lawn for a very long time, they could argue that zoning ordinance provision could not be enforced because they are ‘grandfathered in’ for parking. The fix for the scenario is to make it a regulatory ordinance where grandfathering doesn’t exist.
Mr. Burmeister stated in concept he likes this ordinance, however, with viewing the photos of the particular yard he asked if crushed concrete in those ruts make the yard any better.
Mr. Cohen noted if an appropriate driveway were made where the tire tracks are, he would be in compliance with the ordinance. It was suggested to construct a driveway, but he has no interest in making a driveway.
Mr. Burmeister asked if the City has enough patrol officers to enforce this ordinance, citing all the residents that drive on their lawns.
Mr. Cohen explained the intent of this law is when a complaint is made for continuous driving on lawn that a Code Enforcement Officer will investigate and use their best judgement on how to proceed. This is a tool that will be available if need be.
Mayor McDaniel noted there is specific criteria required for a driveway. This ordinance was not written only because of this one incident, it is filling a loop hole as noted by the judge.
Mr. Kittle asked if a blind eye would be turned if a person were doing work in the backyard and machinery has torn up the lawn.
Mr. Cohen explained this ordinance is for compliance, making sure torn-up lawn is repaired or replaced within a reasonable amount of time. Work being done is understandable, the Code Enforcement Officer may go the resident and ask when the repairs will be completed and then recheck when that date approaches.
Mr. Tanghe explained this ordinance proposal deals with those people who choose to tear up their lawns.
Mayor McDaniel noted the Ordinance Enforcement Officers are very good and use their discretion well, so he doesn’t believe there will be any problems with this ordinance.
Responding to Mr. Knight, Mr. Beckerleg explained selective enforcement is not going to allow somebody to avoid
prosecution based on this ordinance.
Mr. Beckerleg explained each individual case must be investigated and determine the willingness of the homeowner to
repair the yard or cite the individual because there is no intention of making any repairs.
Mr. Cohen noted prior to any tickets issued by Code Enforcement Officers, Mr. Beckerleg is first conferred with.

Moved by Mitchell; Seconded by Verbeke.
RESOLVED: To accept the First Reading of an Ordinance to Amend Article V, Nuisances, of Chapter 34,
Environment, of the Auburn Hills City Code and Set for Public Hearing and Second Reading/Adoption at the
Meeting of September 12, 2016.

VOTE: Yes: Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: Burmeister

Resolution No. 16.08.145 Motion Carried (6-1)
CITY OF AUBURN HILLS

ORDINANCE NO. 16-880

AN ORDINANCE TO AMEND ARTICLE V, NUISANCES, OF CHAPTER 34, ENVIRONMENT, OF THE AUBURN HILLS CITY CODE, AS AMENDED, TO ADD A NEW SECTION 34-158, DRIVING OR OPERATING VEHICLES ON LAWNS, TO PROHIBIT, IN CERTAIN CIRCUMSTANCES, THE OPERATING OR DRIVING OF VEHICLES ON THE LAWNS OF SIDE YARDS, REAR YARDS OR FRONT YARDS OF PROPERTIES IN THE CITY.

THE CITY OF AUBURN HILLS ORDAINS:

Section 1.

Article V, Nuisances, of Chapter 34, Environment, of the Auburn Hills City Code, as amended, is hereby amended to add a new Section 34-158, Driving or Operating Vehicles on Lawns to read as follows:

Section 34-158. – Driving or Operating Vehicles on Lawns.

A vehicle shall not be driven or operated on the lawn of a side yard, rear yard or front yard, if said driving or operating of the vehicle causes damage to the lawn of the side yard, rear yard or front yard. The intent of this Section is to eliminate the blighting, nuisance and damage factors associated with the driving or operating of vehicles on lawns. The City has determined that driving or operating of vehicles on lawns is unsightly, often damages lawns, causes the loss of groundcover and erosion, and provides potential environmental hazards. It shall not be necessary for the City to issue notices to abate to the occupants and/or property owners violating this Section and the City may proceed to issue citations for violations of this Section. A person who violates the provisions of this Section shall be responsible for a municipal civil infraction and in the event of a determination of responsibility for the municipal civil infraction shall be subject to the penalties set forth in section 34-156 of this Article.

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.

Page 1 of 2
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
INTRODUCTION
The enclosed ordinance amendment was drafted per Council’s direction on June 20, 2016 in response to a formal request from a resident.

Ms. Deborah Calhoun-Parker, who resides on Hillfield Road, asked the Council to prohibit the feeding of turkeys due to a problem she is having with a large number of turkeys causing a nuisance in her backyard due to adjacent neighbors feeding them.

In addition to wild turkeys, we have included the prohibition of feeding Canadian geese based on past code enforcement complaints.

Proposed Amendment
1. Provides a new definition for feeding
2. Adds turkey and geese to the definition of wild and exotic animals
3. Adds a new section that prohibits the feeding of turkey and geese within the City

STAFF RECOMMENDATION
Staff does not object to the proposed ordinance.

MOTION
“Move to accept the First Reading of an Ordinance to Amend Chapter 14, Animals of the Auburn Hills City Code and Set for Public Hearing and Second Reading/Adoption at the Meeting of October 10, 2016.”

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
CALL TO ORDER: Mayor McDaniel at 7:00 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor McDaniel, Mayor Pro Tem Mitchell, Council Members Burmeister, Hammond, Kittle, Knight
Absent: Council Member Verbeke
Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Lt. McDonnell, City Clerk Kowal, Community Development Director Cohen, Assistant City Planner Keenan, Manager of Public Utilities Michling, Finance Director / Treasurer Schulz, Assistant Finance Director / Treasurer Wickenheiser, Director of Authorities Mariuz, Management Assistant Harris, City Engineer Juidici, City Attorney Beckerleg
20 Guests

6. PUBLIC COMMENT
Deborah Calhoun-Parker, 35 Hillfield Road, asked Council to consider an ordinance prohibiting the feeding of birds, i.e. turkeys. There are eight to ten turkeys in her backyard and have been there for the last few months, with approximately 17 more turkeys nesting. They are creating a mess in her yard and are continuously noisy. She has contacted numerous agencies with her problem and has used several deterrents as suggested by the Department of Natural Resources. She has also been in contact with Assistant City Manager Grice, who visited her home shortly after receiving her phone call. The DNR advocates that every community have an ordinance prohibiting the feeding of turkeys, because the turkeys lose their natural ability of foraging for their own food, becoming dependent on humans for their food. She has neighbors on either side of her feeding the turkeys, intending to hunt the turkeys with bow and arrows.

Mayor McDaniel thanked Ms. Calhoun-Parker for bringing her concerns to Council, and assured her Council and staff will see what can be done.

Mr. Knight stated feeding of any wild life, including deer, should be investigated and possibly prohibited.

Mr. Burmeister stated the DNR has sanctions against feeding deer.

Ms. Hammond noted all hunting is illegal in the City, and the neighbors should be notified.
CITY OF AUBURN HILLS

ORDINANCE NO. 16-881

AN ORDINANCE TO AMEND CHAPTER 14, ANIMALS, OF THE AUBURN HILLS CITY CODE, AS AMENDED, TO ADDRESS THE PROHIBITION OF FEEDING OF TURKIES AND GEESE WITHIN THE CITY

THE CITY OF AUBURN HILLS ORDAINS:

Section 1.

Amend Chapter 14, Animals of the Auburn Hills City Code, as amended, to add a new definition for “Feed or feeding” in Section 14-1. – Definitions, which shall read as follows:

*Feed or feeding* means the intentional act of furnishing or otherwise making available food or other substances which are likely to be consumed by a wild or exotic animal.

Section 2.

Amend Chapter 14, Animals of the Auburn Hills City Code, as amended, to amend the existing definition for “Wild or exotic animal” to add turkey and geese in Section 14-1. – Definitions, which shall read as follows:

*Wild or exotic animal* means any mammal, amphibian, reptile or bird which is of a species not usually domesticated and of a species which, due to size, wild nature or other characteristics, is dangerous to humans and would ordinarily be confined in a zoo or found in the wild. The term includes animals and birds, the keeping of which is licensed by the state or federal government, such as wolves, raptors and pheasants. Wild or exotic animals includes, but is not limited, to the following: snakes, eagles, ocelots, jaguars, cougars, weasels, badgers, turkeys, geese, monkeys, chimpanzees, deer and bison. The term also includes crossbreeds such as the cross between dogs and coyotes and dogs and wolves. Examples include, but are not limited to:

1. Any large cat of the family Felidae, such as lions, tigers, jaguars, leopards, cougars, bobcats, lynxes and ocelots, except commonly accepted domesticated house cats.
2. Any member of the family Canidae, such as wolves, coyotes, dingoes, and jackals, except domesticated dogs.
(3) Any crossbreed such as crossbreeds between dogs and coyotes, or dogs and wolves, but does not include crossbreed domesticated animals.

(4) Any snake that is a member of the pit viper or biodae family, including but not limited to, copperheads, water moccasins, rattlesnakes, fer-de-lances, bushmasters, asps, cobras, mambas, kraits, coral snakes, sea snakes, South American anacondas, Asian reticulated pythons, boa constrictors, tree boas and sand boas.

(5) Any snake or reptile which by its size, vicious nature or other characteristic is dangerous to human beings.

(6) Any skunk, raccoon or fox whether captured in the wild, domestically raised, descended or not descended, vaccinated against rabies or not vaccinated against rabies.

(7) Any bear, ape, gorilla, monkey, weasels, mink, or badger.

(8) Any Vietnamese pot-bellied pig.

(9) Any pheasants.

(10) Any poisonous spiders.

Section 3.

Amend Chapter 14, Animals of the Auburn Hills City Code, as amended, to add a new Section 14-6. - Prohibition of feeding, which shall read as follows:

Sec. 14-6. - Prohibition of feeding.

No one shall intentionally feed, cause to be fed, or provide or make available food or other substances for the consumption by turkeys or geese within the City, either on private property or on public property.

Section 4. 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 5. 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 6. 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 7. 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 8. 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
ARTICLE I. - IN GENERAL

Sec. 14-1. - Definitions.

The following words, terms and phrases, when used in this chapter, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

At large means off the owner's, possessor's or harborer's property and premises and not under reasonable control.

Dangerous dog means a dog which is afflicted with rabies, or a dog which is capable of inflicting death or serious injury on a person or domesticated animal and which:

(1) Has, without provocation, attacked or bitten a person engaged in lawful activities;
(2) Has left the property of its owner and, without provocation, killed or seriously injured another animal;
(3) Has, without provocation, chased, confronted or approached a person on the street, sidewalk or other public property in a menacing fashion such as would put a reasonable and prudent person in fear of attack;
(4) Has exhibited a propensity, tendency or disposition to attack, cause injury or threaten the safety of persons or other domesticated animals without provocation; or
(5) Has acted in a manner that causes or should cause its owner to know that it is potentially vicious or dangerous.

Dog means any canine, whether male, female or unsexed.

Enforcement officer means a person designated by the city manager to enforce the terms and provisions of this article.

Feed or feeding means the intentional act of furnishing or otherwise making available food or other substances which are likely to be consumed by a wild or exotic animal.

Outdoor housing means a doghouse, a shelter, or enclosure, or fenced dog run area.

Owner means a person having a right of property interest in a dog, a person who keeps or harbors a dog or has it in his care, or a person who permits a dog to remain in or about any premises occupied or owned by such person.

Reasonable control means a dog is:

(1) Held securely by a leash of adequate strength and length by the owner, possessor or harborer, or any other responsible person of suitable age and strength in relationship to the size and strength of the dog; or
(2) In an enclosed vehicle or container; or
(3) Confined in a rear yard enclosed with a fence; or
(4) Confined in a rear yard by a fixed chain, rope, or other restraint sufficient to prevent the dog from approaching closer than 15 feet of a side or rear lot line.

Wild or exotic animal means any mammal, amphibian, reptile or bird which is of a species not usually domesticated and of a species which, due to size, wild nature or other characteristics, is dangerous to humans and would ordinarily be confined in a zoo or found in the wild. The term includes animals and birds, the keeping of which is licensed by the state or federal government, such as wolves, raptors and pheasants.
Wild or exotic animals includes, but is not limited, to the following: snakes, eagles, ocelots, jaguars, cougars, weasels, badgers, turkeys, geese, monkeys, chimpanzees, deer and bison. The term also includes crossbreeds such as the cross between dogs and coyotes and dogs and wolves. Examples include, but are not limited to:

(1) Any large cat of the family Felidae, such as lions, tigers, jaguars, leopards, cougars, bobcats, lynxes and ocelots, except commonly accepted domesticated house cats.

(2) Any member of the family Canidae, such as wolves, coyotes, dingoes, and jackals, except domesticated dogs.

(3) Any crossbreed such as crossbreeds between dogs and coyotes, or dogs and wolves, but does not include crossbreed domesticated animals.

(4) Any snake that is a member of the pit viper or biodae family, including but not limited to, copperheads, water moccasins, rattlesnakes, fer-de-lances, bushmasters, asps, cobras, mambas, kraits, coral snakes, sea snakes, South American anacondas, Asian reticulated pythons, boa constrictors, tree boas and sand boas.

(5) Any snake or reptile which by its size, vicious nature or other characteristic is dangerous to human beings.

(6) Any skunk, raccoon or fox whether captured in the wild, domestically raised, descended or not descended, vaccinated against rabies or not vaccinated against rabies.

(7) Any bear, ape, gorilla, monkey, weasels, mink, or badger.

(8) Any Vietnamese pot-bellied pig.

(9) Any pheasants.

(10) Any poisonous spiders.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-2. - Keeping animals.

(a) A person shall not keep or allow to be kept within the city any cow, horse, pig, goat, pigeon, goose, duck, or any other animal, fowl or insect, except birds, dogs, cats, or other harmless and domesticated household pets, unless in a properly zoned area according to section 400.2 of the City of Auburn Hills Zoning Ordinance.

(b) An animal shall not be allowed in any commercial establishment where foodstuffs are prepared, sold or packaged for public consumption.

(c) A person shall not keep or allow to be kept within any residential area in the city any wild or exotic animal.

(d) Wild or exotic animals may be kept in a nonresidential area, provided the use is part of a properly zoned retail business, according to section 900 of the City of Auburn Hills Zoning Ordinance.

(e) A person shall not keep or allow to be kept within the city more than five dogs and five cats (six months or older) at a single residence.

(f) Any animal lawfully kept as of the effective date of the amendment of this section may remain, provided all other requirements in this section are met and provided further that all required state and/or federal licenses for the keeping of wild or exotic animals remain in effect.

(Ord. No. 765, § 1, 3-20-06; Ord. No. 12-842, § 1, 8-20-12)

Sec. 14-2.1. - Keeping chickens.
The keeping of chickens shall be permitted within the R-1A thru R-4, one-family residential district in the city provided:

(1) An annual permit from the city is obtained (June 1 to May 31 period). The permit shall be non-transferable and site specific. Written authorization and consent to the permit is required from the property owner, if different from the applicant.

(2) The residence where the chickens will be kept is a single-family detached structure.

(3) No more than six hen chickens may be kept at any time.

(4) Roosters shall be prohibited.

(5) Slaughtering of chickens at the property shall be prohibited.

(6) Chickens shall be provided and kept within an enclosure that includes both a coop and connected fenced run at all times. The total size of the enclosure shall not exceed 36 square feet in size. The coop shall be elevated a minimum of 18 inches off the ground. The enclosure shall not exceed five feet in height.

(7) Chickens shall be kept in the rear yard and setback a minimum of ten feet from any side or rear lot line and 40 feet from any residential structure on adjacent property. The enclosure is encouraged to be rotated so the ground does not become sparse or bare.

(8) The enclosure shall be constructed and maintained so as to prevent rats, mice, or other rodents or vermin from being harbored.

(9) Appropriate feeder containers shall be used for all feeding and water and all unused or unconsumed food shall be adequately secured and stored after every feeding as to prevent access by rats, mice or other rodents or vermin. All feed and other items associated with the keeping of chickens shall be secured and protected in sealed containers.

(10) Sanitary conditions shall be maintained. Any person keeping hens shall keep or cause to be kept all manure, or offal therefrom, deposited or accumulated from such animal securely and closely confined to or buried upon their premises and in such a manner as will prevent it from being scattered from such place or deposited into or upon any street, sidewalk, alley, gutter, storm drain, ditch, lake, wetland, or waterway, and such person, shall so cover and care for it as to prevent any malodorous or offensive condition to exist and prevent any nuisance to arise there from, except that persons shall be permitted to use chicken manure as compost on their property provided that such composting is done in a manner that does not create an offensive or malodorous condition.

(11) Any person keeping hens shall remain subject to public nuisance and other associated codes and ordinances, including, but not limited to, noise, odor, and blight.

(12) Chickens shall be kept in compliance with the Michigan Department of Agriculture Generally Accepted Agricultural and Management Practices for the Care of Farm Animals, as it relates to laying chickens, as amended, except as otherwise provided in this chapter.

(Ord. No. 12-842, § 2, 8-20-12)

Sec. 14-3. - Sanitary conditions to be maintained when keeping domesticated household pets.

(a) A person shall not maintain or permit to be maintained or permit an unclean building, yard or premises. All manure and excreta shall be removed and disposed of in such manner so as to prevent the breeding or harboring of insects and vermin.

(b) An animal shall be properly fed, and a yard where an animal is kept shall be well drained, maintained in a sanitary condition, and treated so as to effectively prevent the breeding or harboring of flies, mosquitoes, or rodents.

(Ord. No. 765, § 1, 3-20-06)
Sec. 14-4. - Owner and occupants responsible for premises being kept clean.

A person who owns, manages, leases, rents or occupies any premises is equally responsible for keeping the premises in a clean and habitable condition and shall take all necessary precautions to prevent a nuisance, or other condition detrimental to public health from arising thereon, and shall take all reasonable precautions to prevent rodents and vermin including rats, bedbugs and cockroaches from being attracted to the premises.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-5. - Variances.

Variances from sections 14-2 and 14-2.1 of this chapter may be sought by making application to the community development department and may be granted by the city manager after considering the number and size of animals being kept, the location and size of the property where the animals are kept, the overall condition of the property where the animals are being kept, and the impact on adjacent properties. The approval or denial of a variance request by the city manager may be appealed, in writing, to the city council within 21 days of the decision by the city manager.

(Ord. No. 765, § 1, 3-20-06; Ord. No. 12-842, § 3, 8-20-12)

Sec. 14-6. - Prohibition of feeding.

No one shall intentionally feed, cause to be fed, or provide or make available food or other substances for the consumption by turkeys or geese within the City, either on private property or on public property.

Secs. 14-6 14-7—14-25. - Reserved.

ARTICLE II. - DOGS

Sec. 14-26. - Enforcement of article.

The city manager shall designate the persons to enforce the terms and provisions of this article, and those persons shall have the power and authority to enforce the terms and provisions of this article.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-27. - Penalty for violation.

A person violating any of the provisions of this article shall, upon conviction, be subject to a fine not exceeding $500.00, plus costs, or imprisonment not exceeding 90 days in the county jail, and/or both such fine, costs and imprisonment in the discretion of the court.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-28. - License required.

A person shall not own, possess or harbor any dog, unless a valid county dog license has been obtained for the dog, all licensing requirements and procedures of the county have been complied with, and the dog wears the required county dog license. The city council may establish licensing procedures and requirements for a city dog license.

(Ord. No. 765, § 1, 3-20-06)
Sec. 14-29. - Duty to keep dog under reasonable control.

An owner of a dog shall not permit the dog to leave the person's property and premises except when such dog is under reasonable control. A person shall not permit a dog to run at large.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-30. - Sanitation.

An owner of a dog shall not permit any dog to deposit fecal matter any place other than the property and premises where the dog is harbored or kept, unless such fecal matter is immediately collected and removed to the property and premises where the dog is harbored or kept.

Sec. 14-31. - Barking dog.

A person shall not own, possess, or harbor any dog which by loud, frequent or habitual barking, yelping or howling becomes a nuisance to occupiers of other property.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-32. - Dangerous dogs.

(a) A person shall not own, possess, or harbor a dangerous dog.

(b) A dog found to be dangerous shall be destroyed unless otherwise disposed of by the owner.

(c) If an enforcement officer believes a person owns, possesses or harbors a dangerous dog, the enforcement officer shall mail or deliver to the dog owner's premises a written notice informing the owner that the enforcement officer has determined the dog to be dangerous and further advising the owner that the dog must be removed from the city or destroyed within 72 hours from the delivery to the owner's premises of the written determination, excluding Saturdays, Sundays and holidays.

(d) If the owner of a dangerous dog fails to remove the dog from the city or destroy the dog within 72 hours from the delivery to the owner's premises of the enforcement officer's written determination that the dog is dangerous, the enforcement officer may issue an ordinance violation appearance citation to the owner of the dog, if known, a written notice of intent to destroy or dispose of the dog. The owner shall have seven days from the date of mailing of the notice of intent to seek a review by the 52-3rd District Court of the enforcement officer's decision to destroy or dispose of the dog. The owner shall file a written request with the 52-3rd District Court and immediately provide a copy to the enforcement officer by delivery of a copy to the police department. If the owner of the dangerous dog fails to timely and properly request a review by the 52-3rd District Court or fails to timely provide the enforcement officer notice of such proceeding, or if the 52-3rd District Court, after its review, determines that the dog should be destroyed or otherwise disposed of, the enforcement officer may immediately have the dangerous dog destroyed or otherwise disposed of at the owner's expense.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-33. - Impoundment.

An enforcement officer may take up, seize and place in a facility deemed appropriate by the enforcement officer any dog that is not under reasonable control. The owner shall pay the cost of the impoundment. The owner of an impounded dog to have the impounded dog kept at or moved to a registered kennel at the owner's cost.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-34. - Confining dog for observation.
A person who owns a dog which has contracted rabies or has been subjected to rabies or is suspected of having rabies or has bitten person shall, upon demand of an enforcement officer, produce and surrender the dog to the enforcement officer to be held at a location determined to be appropriate by the enforcement officer for treatment and observation for whatever period is necessary to ascertain the health of the dog. The owner of the dog shall pay the costs associated with the confinement. In lieu of delivering the dog to the enforcement officer, the owner may deliver the dog to an approved veterinarian for treatment and observation for rabies and shall furnish to the enforcement officer written evidence that the dog has been so delivered. The owner of the dog shall pay the costs associated with the confinement.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-35. - Dog bitten by another dog.

A person owning a dog which has been attacked or bitten by another animal showing symptoms of rabies shall immediately notify an enforcement officer that the owner of the attacked dog has the dog in his possession. The owner of the attacked dog shall comply with all lawful orders and requirements of the enforcement officer regarding treatment of the dog for rabies.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-36. - Quarantine.

An enforcement officer may require that a dangerous dog be quarantined or that a quarantine be established for a defined period, whenever in his opinion quarantine is to protect the health, safety and welfare of the people of the city.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-37. - Unlicensed dogs.

An enforcement officer may seize and impound an unlicensed dog. If the owner, possessor or harborer of the dog is known, the enforcement officer may issue to the owner, possessor or harborer a notice of violation to appear at the city treasurer's office during those periods when the city treasurer's office sells dog licenses, the county treasurer's office and/or the county animal control office, within 72 hours not including Saturdays, Sundays or holidays to procure a county dog license for such dog. Failure of the owner, possessor or harborer of a dog to procure a county dog license may result in the issuance of an ordinance violation appearance citation by the enforcement officer for violation of section 14-28.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-38. - Housing; location.

(a) Except as otherwise provided in this section, outdoor housing is an accessory structure and is subject to the provisions of the city zoning ordinance.

(b) A person owning, possessing or harboring a dog shall not permit the dog to be confined or restrained unattended in any manner or anywhere except within the rear yard as defined in the city zoning ordinance, in an area set back for a distance of at least 15 feet from any lot line, except in a rear yard enclosed with a fence. Outdoor housing shall be located within the rear yard as defined in the city zoning ordinance, in an area set back at least 15 feet from any lot line. For the purpose of this section, the terms "lot" and "parcel" shall be deemed to include contiguous lots or parcels owned or possessed by the same person.

(c) A dog owner who believes that there exists an unreasonable difficulty in complying with subsection (b) of this section may seek a variance to subsection (b) by filing a written application for variance with the city clerk, who shall cause the application to be placed on the agenda of the city council for hearing. The city clerk shall mail to the applicant by first class mail, and all property owners within 1,000 feet, written notice of the date, time and location of the hearing before the city council. In those cases where the city council finds an unreasonable difficulty exists in complying with subsection (b) of this section,
it may grant a variance to the provisions of subsection (b) of this section, and the city council may impose reasonable conditions upon the granting of the variance. In determining the existence of an unreasonable difficulty, the city council shall consider:

1. The intent and purposes of subsection (b) of this section;
2. The character of the surrounding area of the location for which the variance is being requested and the impact the variance would have on the area; and
3. The presence of unique circumstances which makes compliance with subsection (b) of this section physically impractical and/or unreasonable.

(d) All dog housing shall provide adequate protection from the elements and from weather conditions and shall be maintained in a clean and sanitary condition, devoid of rodents, vermin, debris, excrement and free from objectionable odors.

(Ord. No. 765, § 1, 3-20-06)


A person owning, possessing or harboring a dog shall not treat a dog in a cruel or inhumane manner or willfully or negligently cause or permit a dog to suffer unnecessary torture or pain.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-40. - Yard cleanliness.

A person owning, possessing, or harboring any dog shall keep yards and exercise dog runs free of dog droppings, uneaten food, and maintained in a sanitary manner as not to be a nuisance because of odor or attraction for flies and vermin.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-41. - Confinement.

A dog shall be confined upon the premises of its owner or custodian at all times, except when such dog is otherwise under reasonable control.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-42. - Kennels.

A person who keeps or operates a kennel, as the term "kennel" is defined in the city zoning ordinance, shall comply with the terms and provisions of this article, and the city zoning ordinance.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-43. - Responsibility for damages.

An owner, possessor or harboring of a dog is liable for damages for any and all injuries to persons or property caused by such dog, to be determined and collected in appropriate civil proceedings. This article shall not be construed to impose any liability upon the city, its officers, agents or employees for any damages to persons or property caused by a dog or its owner, possessor or harboring.

(Ord. No. 765, § 1, 3-20-06)

Sec. 14-44. - Ordinance violations.

An enforcement officer may upon a violation of this article, in addition to seizing and impounding a dog or exercising any other remedies provided in this article, issue to the owner, possessor or harboring of such dog an ordinance violation appearance citation which shall include the date, time and location of the offense and shall include the applicable section numbers of the ordinance of which the owner, possessor or
harborer of such dog is in violation. Each day a violation occurs or continues is deemed a separate offense. All further proceedings on citations issued shall be had in accordance with the rules and procedures of the 52-3rd District Court.

(Ord. No. 765, § 1, 3-20-06)
13a. Sale of Land: No electronic information has been provided for this item.

Motion: Move to recess to Executive Session to discuss the sale of land.
Auto supplier marks relocation of headquarters to Auburn Hills

BY MELISSA BURDEN
The Detroit News

Auburn Hills — Nexteer Automotive celebrated the opening of its new headquarters here Thursday, after the supplier of steering and driveline technology moved its base operations from Buena Vista Township in Saginaw County to be closer to customers.

The Chinese-owned supplier said about 150 employees are housed in the headquarters to support corporate functions for the global company with 13,000 employees, including more than 5,000 in Michigan.

Nexteer spent about $4 million on its new headquarters, a 52,000-square-foot leased space. The site, formerly used by TI Automotive and built in 2002, hosted a crowd of industry and government leaders, Nexteer customers and employees who gathered for a champagne toast.

Mark Decker, vice president and chief human resources officer, said at least one-third of its headquarters employees are new. Many employees accepted transfers from Saginaw County and more than a dozen are using a company shuttle to and from Saginaw County.

“We view this, the establishment of our global headquarters, as an invaluable opportunity to establish a centralized hub for growth and innovation,” Decker said.

Nexteer announced the headquarters move in early 2015. The supplier operates six manufacturing plants in Buena Vista Township, where its global engineering and technology center and North American division offices remain.

“So why did we come to Auburn Hills?” Mike Richardson, senior vice president, executive board director and chief strategy officer asked. “Just look around you. We’re in the heart of our core industry, our customers are neighbors. Collaboration is natural and timely. Suppliers visit more easily. And key industry groups will more readily hear our voice.”

Most of the work space is open, designed for collaboration. The office is technologically advanced with many ways for employees to connect with others at other global locations.

“This space was intentionally designed for the future of Nexteer,” Decker said.

Nexteer is listed on the Hong Kong Stock Exchange. It serves more than 50 customers globally from 21 manufacturing plants, five regional engineering centers and 11 customer service centers in North and South America, Europe and Asia. Nexteer also is creating a technology incubator group at its offices in Troy, where it will focus its work on advanced driver assistance systems.

Nexteer makes electronic power steering systems, hydraulic steering systems, steering columns, driveline parts and advanced driver-assist systems and autonomous technologies. Customers include BMW, Fiat Chrysler Automobiles, Ford Motor Co., General Motors Co., PSA Peugeot Citroen, Toyota Motor Corp., Volkswagen AG and automakers in India and China.

Last year, the company posted revenue of $3.4 billion and it has $24 billion of business booked and ready to launch over the next four to six years, Richardson said.

The supplier previously was part of General Motors’ Saginaw Steering Gear division. In 1999, it became part of Delphi Corp. when Delphi was spun off from GM. When Delphi emerged from bankruptcy, GM agreed in October 2009 to buy back its steering plants. It sold Nexteer in 2010 to Pacific Century Motors for $450 million.

Since 2010, Nexteer has invested nearly $500 million and has added 2,000 new jobs in Michigan since China’s AVIC Automotive became a controlling shareholder.

Guilin Zhao, chairman and executive board director and CEO of Nexteer, said he sees Nexteer as not a “Chinese company” but a “global company.” He said Nexteer remains committed to Michigan.

In December, Nexteer’s UAW-represented workforce of more than 3,200 workers rejected a deal with the automaker and staged a 20-hour strike that caused GM and Fiat Chrysler to cancel shifts due to parts shortages. The union membership later voted to ratify a second contract that included raises.

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Nexteer Automotive moves base to county

Nexteer Automotive, auto supplier of intuitive motion control, moved its world headquarters from Saginaw to Auburn Hills. The 52,000-square-foot headquarters houses 150 Nexteer employees and features a full-service cafe, ergonomic workspaces, recycled and renewable building materials, high-efficiency HVAC and lighting systems.

Nexteer officials held a grand opening ceremony attended by domestic and foreign government dignitaries, customers, suppliers and industry partners. The event highlighted the company's growth and dedication to innovation not only in its steering and driveline systems, but also in how employees work on a daily basis. It also previewed the headquarters' application of numerous collaborative technologies to increase operational efficiency and create a seamless global workflow.

"Because we are a global company, we have made a deliberate choice to setup our new smart home among our customers, peers and thought-leaders in the heart of the global automotive industry right here in the State of Michigan in Oakland County and in the City of Auburn Hills," Guibin Zhao, chairman, executive board director and chief executive officer, Nexteer, said during the event.

The facility houses all corporate functions that are global and strategic in nature. In addition to its proximity to customers, suppliers and industry partners, the new facility features collaborative tools to enable real-time collaboration among team members located around the world.

"In Auburn Hills, we are afforded an enhanced strategic opportunity with our customers and partners. We've engaged ourselves in industry discussions and look forward to taking on an even greater role in shaping the future of mobility," said Mike Richardson, senior vice president, executive board director and chief strategy officer, Nexteer Automotive.

Richardson was named interim president and global chief operating officer, after Laurent R. Besson resigned from the post, Sept. 1.

Nexteer operates a Global Technology Center in Saginaw as well as the company's North America Division administration and U.S. manufacturing. Since 2010, Nexteer has invested nearly $500 million in its Michigan production facilities and currently employs Michigan workforce of more than 5,000.

For more information, visit www.nexteer.com.

Submitted by Richard Kuhn
Shinola is opening its first outlet store in Michigan right here in Oakland County.

Great Lakes Crossing will say hello in November to the 1,900-square-foot outlet store, which will be Shinola’s second ever outlet and offer a wide-variety of watches, leather goods and journals.

The other outlet store is at the Orlando Vineland Premium Outlets in Orlando, Fla.

“Shinola is a beloved, home-grown brand and will certainly be a notable addition to our
shopping and dining portfolio,” said Melissa Morang, Great Lakes Crossing’s marketing and sponsorship director.

“From exclusive retail brands and restaurants to family-friendly entertainment and activities, we’re creating a true destination experience at Great Lakes Crossing Outlets.”

The store will be located in shopping district 1.

Great Lakes Crossing is home to 185 manufacturer’s outlets, retail stores and restaurants, with more than 50 that are unique to Michigan.

Shinola has locations around the world including its flagship store in Midtown Detroit. Other locations include Ann Arbor, New York, Washington D.C., Chicago, San Francisco, Los Angeles, Toronto and London.


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