JANUARY 2015
(01-08-15)

05  Tax Incentive Review Committee, 5:30 p.m., Admin Conference Room  ❖  CANCELED
08  Zoning Board of Appeals, 7:00 p.m., Council Chamber  ◆  CANCELED
12  City Council Workshop, 5:30 p.m., Council Conference Room  ◆
12  City Council, 7:00 p.m., Council Chamber  ◆
13  Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room  ❖
20  Planning Commission, 7:00 p.m., Council Chamber  ◆ Public Safety Building  ☔ Location Change
21  Beautification Advisory Commission, 6:00 p.m., Council Conference Room  ◆
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
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AUBURN HILLS MEETING SCHEDULE

248-370-9402

FEBRUARY 2015
(01-13-15)

02   Tax Incentive Review Committee, 5:30 p.m., Admin Conference Room ❖
09   City Council Workshop, 5:30 p.m., Council Conference Room ◆
09   City Council, 7:00 p.m., Council Chamber ◆
10   Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room ❖
11   Pension Board, 3:00 p.m., Admin Conference Room ❖
11   Retiree Health Care, immediately following Pension Board, Admin Conference Room ❖
12   Zoning Board of Appeals, 7:00 p.m., Council Chamber ◆
17   Planning Commission, 7:00 p.m., Council Chamber ◆
18   Beautification Advisory Commission, 6:00 p.m., Council Conference Room ◆
23   City Council, 7:00 p.m., Council Chamber ◆

◆ City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
❖ Administrative Conference Room – 1827 N. Squirrel Road
♀ Public Safety Building – 1899 N. Squirrel Road
♂ Community Center – 1827 N. Squirrel Road
● Department of Public Services (DPS) – 1500 Brown Road
♣ Fieldstone Golf Course - 1984 Taylor Road
郸 Library - 3400 Seyburn Drive
➡ Downtown City Offices – 3395 Auburn Road, Suite A
✉ University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. Regular City Council – January 12, 2015
5. APPOINTMENTS AND PRESENTATIONS
   5a. Motion – Extending Terms of members to the Development Area Citizens Council
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. Special Pension/Retiree Board – December 17, 2014
8. OLD BUSINESS
   8a. Public Hearing / Motion – Adoption of Resolution to Vacate a Portion of an Alley and Lackawana Right-of-Way in the Lake Angelus Subdivision
   8b. Public Hearing/Motion – Adoption of Fire Code Ordinance
   8c. Motion – Approve DDA Development Plan
9. NEW BUSINESS
   9a. Motion – Approve Historical marker for the Community Impact Church
   9b. Motion – Approve Two Dodge Charger Pursuit Vehicles
   9c. Motion – Approve the Purchase of New Chrysler Vehicles
   9d. Motion – Approve the Purchase of Crane Body and Service Crane
10. COMMENTS AND MOTIONS FROM COUNCIL
11. CITY ATTORNEY’S REPORT
12. CITY MANAGER’S REPORT
13. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk’s office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk’s Office at 370-9402 or the City Manager’s Office at 370-9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.
CALL TO ORDER: Mayor McDaniel at 7:18 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
   Present: Mayor McDaniel, Mayor Pro Tem Kittle, Council Members Burmeister, Hammond, Knight, Mitchell, Verbeke
   Absent: None
   Also Present: City Manager Tanghe, Assistant City Manager Grice, Police Chief Olko, Fire Chief Manning, Fire Inspector Solomon, Deputy City Clerk Novak, Finance Director Schulz, Accountant Wickenheiser, Deputy DPW Director Herczeg, Treasurer Buschmohle, Manager of Fleets & Roads Brisson, Deputy Treasurer Keiser, Fieldstone Manager/Golf Pro Marmion, City Attorney Beckerleg, City Engineer Juidici
   16 Guests

4. APPROVAL OF MINUTES
   Moved by Hammond; Seconded by Verbeke.
   RESOLVED: To approve the December 15, 2014 regular meeting minutes.
   VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
   No: None
   Motion Carried (7–0)

Resolution No. 15.01.001

5. APPOINTMENTS AND PRESENTATIONS
5a. Motion – Approve Reappointment of Toni Whitley to Board of Review, term to expire December 31, 2020
   Moved by Knight; Seconded by Mitchell.
   RESOLVED: To confirm the Reappointment of Toni Whitley to the Board of Review for a term ending December 31, 2020.
   VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
   No: None
   Motion Carried (7-0)

Resolution No. 15.01.002

5b. Motion – Approve Reappointment of Randy Wyatt to the Brownfield Redevelopment Authority, term to expire December 31, 2017
   Moved by Knight; Seconded by Burmeister.
   RESOLVED: To confirm the Reappointment of Randy Wyatt to the Brownfield Redevelopment Authority for a term ending December 31, 2017.
   VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
   No: None
   Motion Carried (7-0)

Resolution No. 15.01.003

5c. Motion – Approve Reappointment of Kaye Thornton to the Tax Increment Finance Authority, term to expire February 28, 2018.
Moved by Knight; Seconded by Verbeke.

RESOLVED: To confirm the Reappointment of Kaye Thornton to the Tax Increment Finance Authority for a term ending February 28, 2018.

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

Motion Carried (7-0)

Resolution No. 15.01.004

Mr. Knight thanked Ms. Thornton for serving, as well as the rest of the Board; one of the few boards that are not allowed compensation, as stipulated through State statute.

5d. Administer Oath of Office for Kimberly Wickenheiser as Deputy Finance Director

Mr. Tanghe explained staff has completed the recruiting process for the Deputy Finance Director position, which include searching internal and external candidates. The process resulted in an internal candidate as the best choice for the City based on overall education and experience.

Continuing, Mr. Tanghe agrees with Finance Director Michelle Schulz, that the appointment of Kimberly Wickenheiser as Deputy, is the best choice.

Mr. Tanghe noted Ms. Wickenheiser began her career with the City as a Clerk III in the Treasurer’s Office on June 23, 2003. She was later promoted to the position of Accounting Clerk in the Finance Department in 2010, and she was again promoted in 2012, to the position of Accountant. She possesses a Bachelor of Business Management Degree from the University of Phoenix.

Deputy City Clerk Novak administered the Oath of Office to Kimberly Wickenheiser.

6. PUBLIC COMMENT – none

7. CONSENT AGENDA – none

8. OLD BUSINESS

8a. Motion – Approve the Amendment to Fieldstone Food and Beverage Agreement

Mr. Grice explained the approved contract for Kosch Catering, operating as Fieldstone Hospitality, LLC, assumed all restaurant, banquet and catering operations, beginning March 1, 2014. As part of the agreement, Fieldstone Hospitality, became responsible for all operating costs associated with the restaurant food and beverage operations; totaling $60,000 per year.

The original agreement required twelve monthly payments of $5,000 per month for the length of the five year contract to cover these costs, with potential adjustments for inflation. Fieldstone Hospitality is now requesting a modification of the payment schedule to eight monthly payments of $7,500, to be paid during their cash flow season of April through November. The primary idea behind this payment schedule was to ensure that the City was able to cover all costs associated with restaurant building operations.

In addition, Fieldstone Hospitality is also asking for a one-time credit for the two months at the beginning of the contract; the winter of 2013 - 2014 was historic for heavy snowfall and cold temperatures. As a result, the spring of 2014 was one of the slowest starts Fieldstone Golf Club has experienced in years. Consequently, the actual golf season was delayed a couple months and did not truly begin in March as intended at the signing of the contract. It is for these reasons, that staff is recommending a one-time credit in the amount of $10,000 to mitigate losses in the initial two months of this five year agreement. It should be noted, Fieldstone Hospitality, LLC has already paid for March and April 2014, so the credit will be applied to November and December 2014, which have not yet been collected.

Ms. Hammond pointed out that Fieldstone Hospitality knew the commitments of the season prior to signing a contract. They also knew the shape of the kitchen and there was some needed work to be done.

Mr. Tanghe explained the $5,000 credit per month, is a lease payment that covers the operating costs. The contract was rushed, assuming a March 1st start date, which didn’t happen because of the weather. Fieldstone Hospitality didn’t really get into full swing until May 1st, and that is where the credit comes from. There was the expectation that there would be business, regardless if work was being done in the kitchen.

Continuing, Mr. Tanghe noted if the weather had been cooperative, the golf course would have been open and operating. He believes most of the work had to be done by March, with anticipation of being open for business. The contract date was based on the start of the season.

Ms. Mitchell requested this be looked at as two separate items, one as adjusting a payment schedule and the other as a credit. She appreciates recognizing this new relationship, but feels making an adjustment this early in a contract is like giving this vendor a bidding preference. She understands the late start of the season, but believes the contract should have been robust enough to push through the late start. There may be favorable years later in the contract with an extended season.
Mr. Tanghe doesn’t believe it is preferential treatment because the agreement comes before knowing when the season will start. He confirmed this request came from Fieldstone Hospitality, and believes it is a fair request.

Ms. Mitchell noted another vendor may have submitted a bid that would have covered such issues as a late starting season and not have asked for a credit.

Mr. Tanghe stated this request is only because this was the beginning of a new contract, starting later than anticipated; there won’t be an annual visit to the contract.

Mayor McDaniel asked if changes were being done to the kitchen at the start date of the contract, or were the changes done prior to the start date.

Mr. Marmion explained in the past the restaurant has always been ready for an April 1st start date; Fieldstone Hospitality was not ready for business until April 23rd.

Mayor McDaniel noted, if Fieldstone Hospitality was to begin March 1st, but the City was doing work in the building, and not making the building available to Fieldstone Hospitality until April 1st; then why was Fieldstone Hospitality not ready for business until April 23rd.

Mr. Marmion stated it was a holding pattern until customers came in. There was one month, March, that was not the fault of Fieldstone Hospitality.

Mr. Knight asked if he could make a motion for the first part of the issue, as requested by Ms. Mitchell and then continue the conversation.

Mr. Beckerleg confirmed the recommendation can be separated into two items.

**Moved by Knight; Seconded by Mitchell.**

RESOLVED: Move to amend the contract language in the Food and Beverage Services Agreement between The City of Auburn Hills and Fieldstone Hospitality, LLC., from “the Contractor shall pay the City the sum of Five Thousand Dollars ($5,000.00) monthly, due the first day of each month,” to “the Contractor shall pay the City the sum of Seven Thousand Five Hundred Dollars ($7,500.00) monthly, April through November, due the first day of the month.”

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

No: None

Motion Carried (7-0)

**Resolution No. 15.01.005**

Mayor McDaniel stated at this point, he understands the month of March was beyond the control of Fieldstone Hospitality, because of the work being done. He asked if there were bookings for the month of April that were postponed because of the weather.

Mr. Marmion explained Fieldstone Hospitality was aware the golf course typically opens for business anywhere from March 1st to April 1st; however, generally opening between March 15th and April 1st.

Mr. Kittle noted this would be a credit, not a cash payment. Fieldstone Hospitality has committed to make some significant changes and improvements, including bringing in a chef master. He is in favor of supporting the credit as recommended by staff.

Mr. Knight stated he would support a credit, because of the significant improvements he understood were being made; though he was not pleased with the service he had received. He stated if a credit is given, it should be with the understanding it was only because of the start-up issue, it won’t be an annual occurrence.

Ms. Hammond noted, considering the City was still working on the building in March, she would be willing to give credit for the month of March, but not April.

Mr. Burmeister agreed with giving credit only for the month of March.

Ms. Verbeke is in favor of the full credit, because of the contract beginning March 1st was at the City’s request.

Mayor McDaniel acknowledged Fieldstone Hospitality was told to be ready for business by March 1st, but that wasn’t possible because work was being done in the building. April 1st the building was ready to go. He is support of giving the credit for March.

Mr. Marmion confirmed the restaurant opened for business April 23rd, but the golf course was opened April 1st.

**Moved by Knight; Seconded by Hammond.**

RESOLVED: City Council shall grant a one-time credit in the total amount of $5,000 for November 2014 for losses incurred in March 2014 due to the building being under renovations. Furthermore, authorize the City Attorney to draft an amendment and for the City Manager to execute the amendment on behalf of the City.
Ms. Mitchell stated because the City, the landlord of the facility, didn’t have the facility available for the vendor to start business on March 1st, she will support the motion. She wants the vendor to be successful, but doesn’t want to set a precedence with crediting vendors.

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

Motion Carried (5-2)

The Committee recommends City Council retain Cutwater Asset Management as the sole investment manager for the following reasons:

1. Manager Presentation was clear and compelling
2. Manager results have exceeded expectations
3. Manager record of service and support to the City and staff
4. Competitive fee structure
5. Nearly all of their Michigan local government clients utilize only one investment manager for all of their cash investing

The Committee recommends City Council retain Cutwater Asset Management as the sole investment manager; rates are ten basis points for all assets up to $25 million and six basis points thereafter.

It was confirmed for Mr. Knight that there will be benchmarking periodically to evaluate how Cutwater is doing.

Ms. Buschmohle explained the previous two investment managers each started with $10 million and were increased to $25 million. Currently, Cutwater is managing over $50 million of the City’s investments.

Mr. Tanghe liked having two investment managers, better checks and balances.

Mr. Marmion stated golf in Michigan was down 10% last year. The golf course is in good shape and so far for 2015, 100% of the leagues are back, approximately 20 events scheduled, and outings are being booked daily. Michigan hasn’t had a spring in three years.

Mr. Kittle asked if the greens were covered this winter, or if any other precautions have been taken.

Mr. Marmion explained greens 10 and 15 were covered, and a lot more sand was put on the greens in the fall as a precautionary effort to curb ice damage.

8b. Motion – Approve Recommendation of Investment Manager

The Staff Committee elected to interview three managers, Clear Arc Capital Inc., Cutwater Asset Management, and PFM Asset Management, LLC.

The expanded Committee, including Mayor McDaniel and Mayor Pro Tem Kittle, interviewed the three candidates. After much discussion, the Committee unanimously agreed to retain Cutwater as the sole investment manager for the following reasons:

RESOLVED: To approve Cutwater Asset Management as the Sole Investment Manager for the City’s investments and authorize the City Manager to execute the Amendment to Investment Advisory Agreement.

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

9a. Motion – Approve the Amendments to Fire Code

Fire Chief Manning explained Fire Inspector Fred Solomon is an expert on this topic, so he will make the presentation to Council.

Inspector Solomon explained this is a request to update the Fire Code ordinance to coincide with the new building codes and combine the Fire Prevention and Hazardous Materials ordinances. The Hazardous Materials ordinance was written in 2003 and has not been updated since.

Mr. Kittle asked if the hazmat changes will require the Fire Department personnel to conduct all new inspections.

Inspector Solomon stated the Department has already been doing re-inspections. The hazmat changes don’t require anything new, it is mostly procedural updates; the hazardous materials reporting process has been simplified and streamlined.

Mr. Kittle noted this ordinance includes leaf burning and there has been talk of tightening up the current ordinance and making it more enforceable; asking if there will be any changes to that section.

Fire Chief Manning stated the Leaf Burning Committee hasn’t met to discuss the next steps, so there isn’t any planned changes for that section. That section can be amended at a later date, as well as some other language revisions, such as burning twigs and branches that goes against State law. The intent is to bring this ordinance up to date with the building codes and update the hazardous materials portion at this time.

Mr. Tanghe noted City Council’s workshop on March 9th, will be discussing leaf burning.

Ms. Verbeke asked should Council propose changes to the leaf burning at the March 9th Workshop, if it wouldn’t be advantageous to put the ordinance on hold, to include all the changes at one time.

Mr. Tanghe suggested to move forward with this recommendation, because it is likely the March 9th Workshop won’t have any definitive answers regarding leaf burning.

Mr. Beckerleg noted this proposed ordinance is to adopt the 2012 International Fire Code, because currently, the City is operating under the 2009 Code.

Inspector Solomon explained with this update, it will allow fire code references to coincide with the building, plumbing and electrical codes. This will also reference newer standards, including new technology that has become available, as well as providing the Fire Department more up-to-date standards and guidelines to work under.

Fire Chief Manning noted that combining the two, it will ensure the hazmat portion of the ordinance gets updated on a regular basis.

Mr. Burmeister asked if there were any significant changes in the Fire Code from 2009 to 2012.

Inspector Solomon explained the Fire Code was extensively reorganized, with many of the chapter numbers being completely changed; however, the content hasn’t changed much.

Moved by Burmeister; Seconded by Mitchell.


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

9b. Motion – Approve the Purchase of 15 New Chrysler Vehicles

Mr. Brisson suggested postponing this item, because this is contingent upon the purchase of one of the Chrysler vehicles that has been removed from this evening’s agenda. The price will not change if postponed to the next City Council meeting.

This item is postponed until the purchase of the new vehicle is approved.

Mr. Brisson gave a brief overview of the current fleet. As of December 31, 2014 there were 120 license plated vehicles in the fleet: 67 Chryslers – sedans, mini-van, SUV’s, and light duty trucks; 14 Ford light duty trucks; 16 GM’s – light and medium duty trucks and vans; 1 Mercedes Springer Van; 22 various manufacturer’s heavy duty trucks and fire apparatus; 7 Caterpillars – heavy equipment loaders, graders, excavator and backhoe; 10 utility trailers; 168 various equipment – chainsaws, mowers, grounds maintenance equipment, asphalt paving equipment, small tractors. Today’s total fleet is 305.
Fleet reductions include the Fire Department losing two aging SUV’s for one Ram 1400 pickup truck. The DPW will be requesting one new crane truck and retiring two aging crane trucks. Retired vehicles and equipment were sold on MITN, for $185,274. The sale included 27 vehicles and two vehicles seized by police, 13 equipment items and five utility trailers. Six of the vehicles, 12 equipment items and five utility trailers retired, will not be replaced.

9c. Motion – Approve the Purchase of Replacement Chevrolet Tahoe 4X4 Special Service Vehicle

Mayor McDaniel thanked Mr. Brisson for the detailed report. He also noted staff submits the packet information the Thursday before the City Council meeting, and as witnessed with tonight’s agenda, staff continues to work on packet items such as the vehicle purchase. The purchase was pulled from the agenda with the discovery of saving more money than what was being proposed.

Mr. Kittle stated he is very pleased with the analysis done; it is exactly what he has been asking for. He appreciates the comparisons between the dealerships and MITN.

Mr. Brisson stated there will continue to be comparisons between purchasing and leasing options every year; Enterprises is the largest leasing company, but next time he will also look at others.

Mr. Tanghe confirmed for Mr. Knight another Tahoe is necessary; the equipment on the current Tahoe will be removed and put on the new Tahoe.

Mr. Brisson stated the new Tahoe is identical to the current Tahoe and is a four wheel drive vehicle. The current Tahoe has 90,000 miles and by the time the changeover occurs, six to eight months, it will likely be pushing 100,000 mile.

Mr. Knight hoped this vehicle will have decent looking wheels, he also stated from time to time, the trucks need to be painted. The fleet vehicle is a direct reflection on the City.

It was noted good looking wheels are quite expensive and for the beating they take, standard wheels are just fine.

Moved by Mitchell; Seconded by Hammond.
RESOLVED: To approve the purchase of one 2015 Chevrolet Tahoe 4X4 Special Service Vehicle from Berger Chevrolet, 2525 28th Street, SE, Grand Rapids, Michigan 49512 in the amount of $31,893.00. Funding is provided from Fleet Vehicles account 661-442-981.000.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Motion Carried (7-0)

Resolution No. 15.01.009

9d. Motion – Approve the Purchase of Tandem Axle Dump Truck with Wing Plow for Winter Operations

Mr. Brisson explained this is the identical truck he requested last February; a tandem axle truck, larger of the City’s two dump trucks, on a Freightliner chassis with a wing plow and Monroe Truck equipment. The wing plows have been fantastic and can clear one and a half lanes of snow with one push as opposed to the old plows of clearing only about three-quarters of a lane.

This purchase would be made through a cooperative purchasing group, with the lead agency being Rochester Hills.

The vision for the dump truck winter fleet operations is to purchase one more wing plow and remove and not replace one or two of the older single axle dump trucks; a smaller fleet, with better equipment.

Responding to Mr. Kittle, Mr. Brisson stated there are 10 dump trucks, and the optimal number of trucks with wing plows would be four; the City is divided into four sections for snow removal purposes. Future trucks beyond the wing plows, will have multiple attachments on a single chassis. It will then be possible to get rid of the smaller trucks; much of the purchasing costs is drivetrain, diesel, and emissions and other components.

Mr. Kittle stated it might be an interesting study to compare from an efficiency perspective of the new wing trucks to the older model trucks and the number of trucks needed to perform the same tasks.

Mr. Brisson stated the fleet will never be 100% wing plow, because wing plows on a truck are then designated as winter fleet trucks; trucks are still needed for year round use.

Responding to Mr. Knight, Mr. Brisson stated if the truck is ordered soon, it should be ready by October or November of this year.

Ms. Verbeke asked if the City has agreements with the County or State for plowing roads and receives reimbursement.

Mr. Brisson stated the City receives reimbursement from Oakland County for plowing South Boulevard and Adams Road within the City limits. The County plows M-24, a State controlled highway; and plowing I-75 requires a different class of truck.

Moved by Knight; Seconded by Burmeister.
RESOLVED: To approve the purchase of a Freightliner Tandem Axle Chassis from Wolverine Freightliner Eastside, 107 S. Groesbeck Highway, Mt. Clemens, MI 48043 in the amount of $102,320.00; and the body equipment and installation from Truck and Trailer Specialties, 6726 Hanna Lake, Dutton, MI 49316 in the amount of $104,947.22. Total Truck build cost is: $207,267.22. Funding is provided from Fleet Machinery and Equipment, account 661-442-977.000.
VOTE: Yes: Burmeister, Hammond, Kittle, Knight, McDaniel, Mitchell, Verbeke
No: None
Resolution No. 15.01.010
Motion Carried (7-0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond:
- The old lines are still visible on Auburn Road creating drivers to swerve quickly, thinking they are driving through parking spaces. She would like the lines covered or removed.

Mr. Burmeister:
- Kudos to the DPW crew for the snow plowing job, getting the streets cleared quickly.

Mr. Knight:
- The east bound lane lines disappear on Auburn Road; the lane markings need to be darker and wider. A better product needs to be found for better markings, especially the center lines.
- Appreciates how well the roads have been plowed and cleared.
- He would like to have residents register with the Fire Department if they will be burning, he feels by registering there would be better control; the Fire Department would know who was burning if an issue arose.
- The Avondale Youth Assistance is having their volunteer appreciation dinner on February 3rd.

Ms. Mitchell:
- Thanked the River Church for sponsoring the Senior’s holiday dinner.
- Thanked Mr. Melchert for his participation in the SEMCOG webinar.
- Appreciated today's Council Workshop; it was well orchestrated and she appreciated all the work staff invested.
- Noted next Monday, January 19th Oakland University will be hosting a Martin Luther King event that is open to the public.

Mr. Kittle:
- Asked if any Council Members will be attending the Capital Conference for the Michigan Municipal League.
  Mr. Knight stated he’ll go, unless another Council Member wishes to attend.

Mayor McDaniel:
- Noted this is the first City Council meeting in 2015, and is looking forward to a very productive year. He wished all a Happy New Year.

11. CITY ATTORNEY’S REPORT – none.

12. CITY MANAGER’S REPORT
- Sea Life Aquarium at Great Lakes Crossing Mall will be opening January 29, 2015.
- He and Ms. Carroll will be attending Keeper of the Dream event at Oakland University on Monday, January 19th.

13. ADJOURNMENT

Hearing no objection, the Meeting adjourned at 8:40 p.m.
**Meeting Date:** January 12, 2015

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**CALL TO ORDER:** Mayor McDaniel at 5:30 p.m.

**LOCATION:** City Council Conference Room, 1827 N. Squirrel Road, Auburn Hills, MI 48326

Present: Mayor McDaniel, Mayor Pro Tem Kittle, Council Members Burmeister, Hammond, Knight, Mitchell, Verbeke (6:30 p.m.)

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Grice, Manager of Business Development Carroll, Deputy City Clerk Novak, City Attorney Beckerleg

3 Guests

### Workshop – Media Consultant Interviews

Mr. Tanghe explained five firms responded and were interviewed, but the two this evening seemed to be the best fit for the City. Each of the two are very different type firms, and they will introduce themselves and explain how they would proceed, if hired.

The two companies are JRF Communications, founder Jack Ferry; and the second, CKC Agency, Carolyn Krieger-Cohen. They will introduce their companies and philosophies. A determination is not necessary this evening.

**Jack Ferry** introduced himself and noted the following:

- He has lived in the general area for 22 years, making him accessible within a few minutes from the City offices.
- Has 25 years’ experience in corporate communications.
- Was a newspaper reporter who covered local municipalities and school issues.
- Has worked for Kmart, Chrysler, Daimler Financial, Mercedes-Benz Financial, and Daimler Chrysler.
- He was Director of Media Relations for Kmart prior to and during their bankruptcy.
- Started his own business in 2013.
- Helped with the press release for Tom Tanghe becoming City Manager.
- Has a network of business contacts in the automotive industry, auto financial services, trucking and retail.
- Experienced in international business and media issues.
- He feels he can find good stories to report on within the community and can deal with crisis situations.
- He is impressed with the energy Auburn Hills has and has watched the community grow over the last 22 years. This would be a great opportunity to work with the City.
He has been attending Council meetings and has an understanding of how the City runs.

His plan would include highlighting all the headquarters of international and national companies, as well as the many automotive suppliers located within the City, as well as the retail areas, Great Lakes Crossing, the Palace of Auburn Hills and all of the colleges located in the City.

Mr. Knight questioned the proper response when a crisis arises and how to sell the City.

Mr. Ferry explained different crisis’s require different responses, that would be discussed with staff prior to commenting. Selling the City would include being interactive with new companies.

Mr. Kittle asked about current clientele.

Mr. Ferry stated he is a small PR firm and works a great deal with the news media.

Mr. Kittle asked who Mr. Ferry would be working with; external or internal media sources.

Mr. Tanghe stated most work is with the external media relations, there may be some social media involved. The police would continue to remain as is.

Mr. Ferry stated he would like to meet with all departments and devise a strategy to publicize the good things happening in the City. He would hope to have the strategy ready by early summer.

Ms. Mitchell asked what part of his job Mr. Ferry enjoys most.

Mr. Ferry stated he enjoyed being a newspaper reporter and writing the stories, but he enjoys the media relations he has made. He also enjoys prepping, in this case the City Manager in talking to the media.

Ms. Mitchell asked what Auburn Hills should be talking about.

Mr. Ferry stated the number of college students in the City as well as the number of manufacturing suppliers from around the world that have located in the City.

Ms. Hammond asked how many hours are included in the contract.

Mr. Tanghe stated the hours may fluctuate, but the RFP was based on 30 hours per month; this is a flat fee, not an hourly wage.

Mr. Ferry stated he wouldn’t charge mileage fees or organizational membership fees.

Mr. Knight asked in the event of an emergency, how quick of a response time would be possible. Also, if out of town, would he be available via phone or e-mail.

Mr. Ferry assured Mr. Knight he would be available. He also is a member of the Independent Communicators Network, which if needed, another member of the group would be available to step in and help out as needed.

Continuing, Mr. Ferry explained the Independent Communicators Network members support each other and seek help and advice from others in the group. There is always back-up if needed.

Mr. Tanghe confirmed Ms. Carroll is the day-to-day point person; however, the City Manager and Mayor will continue to be in the loop.

Mr. Ferry completed his presentation and Ms. Carroll introduced the CKC Agency representatives.

Carolyn Krieger-Cohen, founder of CKC Agency, and Vickie Winn, Vice President, Media & Community Relations introduced themselves and presented a short video stating:

CKC Agency has earned a stellar reputation as a sought-after, highly-respected, full-service communications firm with a client roster that has been 100% referral based for over three decades. We specialize in: *Public Relations *Marketing *Media Planning *Social Media *Website Strategy and Development *Events

Our experienced, well-respected, knock-it-outta-the-park team thrives on cleverly, consistently AND successfully promoting, publicizing and branding people, places, projects, businesses, services and special events.

Ms. Krieger-Cohen noted:

- Her business got going strictly with referrals; within five years she has nine employees.
- She was one of Detroit’s most prominent radio promotion directors; she was honored by the American Women in Radio and Television. She has numerous relationships with members of TV, radio, magazine and newspaper media.
- She has a knack for generating positive press.
Ms. Winn noted:

- She is a strategic media relations professional with experience in public relations, internal communications, marketing, event management and broadcast journalism.
- She began her career in television as a production assistant; she is a former WKBD-TV-50 news writer and producer; she was the manager of public relations and marketing and internal communication for Children's Hospital of Michigan; served as a communications manager for Aramark Schools Service, a division of Detroit Public Schools food service and she has experience in the non-profit sector.
- The nine member team all work well together and all are accomplished in their own right.

Ms. Krieger-Cohen stated:

- All nine member have the same goals and all have integrity
- This business has been built on smaller clients; the largest clients are Art Van Furniture, HAP, and Comic-Con.
- Many of her clients have been with CKC for 20 years; they include local, national and international clients. Auburn Hills will be the first city.

Ms. Winn:

- The same tools and resources are used for each client regardless of size.

Mayor McDaniel asked if the City will have access to the entire team.

Ms. Krieger-Cohen stated the whole team is aware of each client and their needs, but will not attend the meetings. The immediate contact will be Vickie Winn, but she too, will remain active on the account.

Mr. Knight asked how crisis management is handled.

Ms. Krieger-Cohen explained both sides would discuss the situation, and if others need to be consulted with because it is out of their realm of expertise that would take place and devise a plan. There must be a good relationship with the client, and she and her company have many good relationships.

Ms. Winn noted if there were to be an interview, whoever is to be interviewed would be coached and prepared in advance of the interview.

Ms. Krieger-Cohen explained strategic planning is necessary. The focus should be on what Auburn Hills has to offer. Perception issues need to be addressed, there is a lot happening in the City, but it needs to be identified.

Mr. Kittle noted there are a lot of road projects slated to begin in the spring and how would the traffic issues be addressed.

Ms. Krieger-Cohen explained being proactive and explaining all the road construction is for the betterment of the City. A campaign is needed ahead of the construction to educate the public.

Regarding fees, Ms. Krieger-Cohen explained the contract is a flat fee, but additional charges may be incurred for items such as required printing from Kinkos or other unexpected out-of-pocket expenses. Social media pointers are also available, at no extra costs.

Ms. Krieger-Cohen assured City Council and staff regardless of size or stature, the client will not get lost.

At this point the interviews concluded. Mr. Tanghe noted both agencies are very different. The budgeted amount is $24,000; if a start date of February 1st is considered, the cost will increase by $14,500 for CKD Agency or $9,000 if JRF Communications is considered. A consideration of beginning April 1st will lessen the impact on the 2015 budget.

Some points of discussion from Council included:

- What will be a good start date; should all the road construction be considered for a February start date.
- Is the price negotiable?
- Some concern about spending money that hasn’t been budgeted for.
- Is it possible to request $2,500 a month cap, as was the previous consultant’s fee. It was also noted, you get what you pay for.
- The two companies have very different ways of selling the City; the energy levels between the two are quite different.
- The consensus among the City Council Members was to begin negotiations with CKC Agency.

The workshop adjourned at 7:15 p.m.
INTRODUCTION AND HISTORY

As you will recall, City Council appointed Members to the Development Area Citizens Council in October of last year. At that time, their terms expired in April of 2015.

Staff has been meeting with Oakland County to talk about next steps and based on that dialogue and new timeline that was established, it was determined that the terms for the Citizens Council should be extended to July of 2015.

The role of the Development Area Citizens Council is to act as an advisory board to the Downtown Development Authority Board Members with regards to the development and financing plans that will be adopted in 2015. Their role is to provide citizen input and guide the creation of the plans and provide recommendations to City Council.

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<thead>
<tr>
<th>Name</th>
<th>Board</th>
<th>Term Ending Date</th>
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<tbody>
<tr>
<td>Elizabeth Tomlinson</td>
<td>Development Area Citizens Council</td>
<td>July, 2015</td>
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<tr>
<td>Andrew Govan</td>
<td>Development Area Citizens Council</td>
<td>July, 2015</td>
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<td>Troy Leix</td>
<td>Development Area Citizens Council</td>
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<td>Denise Audet</td>
<td>Development Area Citizens Council</td>
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<td>Randy Wyatt</td>
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<td>Mark Shaftner</td>
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<td>Eric Cionka</td>
<td>Development Area Citizens Council</td>
<td>July, 2015</td>
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MOTION

Move to extend the terms of the Development Area Citizens Council Members to July, 2015.
CALL TO ORDER: Chairman Hassett called the meeting to order at 4:01 p.m.

ROLL CALL: Present: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
Absent: Dolly and Gupta
Also Present: TIFA Executive Director Tom Tanghe, Assistant City Manager Don Grice, Finance Director Michelle Schulz, City Attorney Derk Beckerle, Executive Assistant Karrie Marsh

LOCATION: Auburn Hills City Hall, Administrative Conference Room, 1827 North Squirrel Road, Auburn Hills, Michigan 48326

PERSONS WISHING TO BE HEARD
Mr. Tanghe announced that the Mayor is searching for another member in the community to appoint to the TIFA Board. If the Board has any suggestions Mr. Tanghe would like to know of them. He also announced that Michelle Schulz is now the Director of Finance as a result of Gary Barnes’ retirement. Mr. Tanghe expects to transition out of the role of Executive Director as early as April 1st of this year. Assistant City Manager Don Grice will assume the role of Executive Director.

CORRESPONDENCE & PRESENTATIONS
None

APPROVAL OF MINUTES
Moved by Mr. Goodhall to approve the December 9, 2014 minutes as submitted.
Supported by Mr. Molnar.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none

Motion carried

FINANCIAL REPORT
Finance Director Michelle Schulz presented the financial report for December 31, 2014, reviewing the activities for this period, including the most recent revenues and expenses. That report included the following Total Liabilities and Fund Balances and Available Cash:

| TIFA 85-A | $28,420,158 | Available Cash (TIF-A) | $1,603,924 |
| TIFA 85-B | $13,775,595 | Available Cash (TIF-B) | $9,837,952 |
| TIFA 86-D | $26,614,335 | Available Cash (TIF-D) | $2,679,353 |
| $68,810,088 |

Ms. Thornton mentioned that the TIFA B balance was off approximately $18,000.00. Revenues over expenditures are in line but the discrepancy could be because activity occurs every day and the reports were printed last Thursday. Michelle runs the balance sheet the day of the meeting to confirm that the accounts balance as well.
Moved by Mr. Goodhall to approve the Financial Report of December 31, 2014 as submitted.
Supported by Mr. Molnar.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none
Motion carried

OLD BUSINESS
None

NEW BUSINESS
None

BOARD MEMBER COMMENTS
None

EXECUTIVE SESSION
Moved by Ms. Thornton to adjourn to Executive Session at 4:12p.m.
Supported by Ms. Price.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none
Motion carried

Moved by Ms. Thornton to adjourn the Executive Session and reconvene the regular meeting at 4:58p.m.
Supported by Ms. Price.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none
Motion carried

Moved by Mr. Molnar to approve a settlement in the amount of $120,000 in accordance with the letter dated January 8, 2015 provided by City Attorney Derk Beckerleg.
Supported by Mr. Goodhall.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none
Motion carried

ANNOUNCEMENT OF NEXT MEETING – The next regularly scheduled TIFA Board meeting is Tuesday, February 10, 2015 at 4:00 p.m. at City Hall in the Administrative Conference Room.

ADJOURNMENT
Moved by Mr. Goodhall to adjourn the meeting at 5:04 p.m.
Supported by Ms. Thornton.
Yes: Dilland, Goodhall, Hassett, Molnar, Price and Thornton
No: none
Motion carried

Respectfully submitted,

Steve Goodhall
Secretary of the Board

Karrie Marsh
Recording Secretary
NOT YET APPROVED
The City of Auburn Hills
Joint Pension and Retiree Health Care Board Meeting
Minutes

December 17, 2014
Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills MI 48326

1. CALL TO ORDER: Chairman Martin called the Joint Meeting of the Retiree Health Care and Pension Board to order at 9:05 a.m.

2. Oath of Office - James Manning to the Pension Board, issued by City Clerk Kowal.

3. ROLL CALL

Present: Mayor McDaniel, Mayor Pro Tem Kittle, City Manager Tanghe, Finance Director Barnes, Public Safety Representative Martin, Clerical Representative Klobnock, Pension Board Member-Elect Manning, City Clerk Kowal

Absent: Public Service Representatives Landry and Holbrook

Also Present: Thomas Michaud, Attorney; George Vitta and Katherine Ghannam, Asset Strategies; Deputy Finance Director Schulz

4. Election of Vice Chair

City Clerk Kowal explained that new signature cards for the banks will be required due to the departure of Finance Director Barnes, and that if a Vice Chair were elected now the signature cards could be completed. Chair Martin asked for volunteers to serve as Vice Chair of the Pension Board. Mr. Manning volunteered.

Moved by Chair Martin, Seconded by Mayor McDaniel.
RESOLVED: To elect James Manning as Vice Chair of the Pension Board.
VOTE: Yes: All
No: None
Motion carried (8-0)

5. Investment Manager Due Diligence Interviews

Ms. Ghannam reminded the Boards that the main reason for the meeting today was to review the Pension Plan, looking to add alternative strategy which is a hedge fund of funds. We had someone here to interview today but would also like to request a legal opinion on how adding the extra hedge fund falls into compliance with state statutes on allocations. Her understanding is that right now we have an allocation of just under 15% to Blue Crest and PIMCO All Asset All Authority. Some of the investments within those two alternative funds are equity and fixed income. Asset Strategies breaks them out when determining allocation on a spreadsheet; right now they fall under what is called a “basket clause”, so they are in compliance under the Public Act. Bloomfield Capital, whom we added last year, was determined to be real estate, which also falls under the basket clause. We want to be very careful and make certain we fall within the state statutes. Asset Strategies believes we do, but wants to have it confirmed by Attorney Tom Michaud. Based on what he opines, it will determine how much investment we do with the Hedge Fund Manager. If necessary, we can lower the allocation to Blue Crest and the Manager we choose at this meeting.

We will interview the managers today, but won’t decide the amounts until the opinion is back from Mr. Michaud. Mr. Michaud, in response to Mr. Martin, advised that he will look into it.

Chair Martin asked Ms. Ghannam if we will be allocating significant funds into the account at the start, or if can we invest smaller amounts at the start. Ms. Ghannam replied that this investment will be part of the basket clause and that we need to look at each percentage per type of fund. She feels we would need to move everything down due to the Bloomfield Capital falling under the basket clause. We are using up pretty much the whole 15% allowed. We just need to be very careful. We could reduce Blue Crest from 8% to 5%, dependent on Tom Michaud’s opinion. Then we
could allocate the new manager 5%, with Bloomfield at 5%, to equal 15%. We can decide if we are going to hire a manager today, then determine the amount to be allocated at a later date.

Rob Mills of Asset Strategies introduced himself and explained that he is in charge of research for any investments that include alternatives and real estate. Ms. Ghannam explained that he is their expert on alternatives, and that Mr. Mills is constantly researching good opportunities for their clients. Ms. Ghannam reminded the Board Members to use the Manager Interview and Evaluation Forms provided to them.

**Infinity Capital Partners – Infinity Premier Fund**

Mr. Mills introduced Jeffrey Vale and Phillip Jarrell, representatives from Infinity Capital Partners; Infinity Premier Fund, which is a Fund of Hedge Funds.

Mr. Vale and Mr. Jarrell gave some background information on Infinity Capital Partners. Both gentlemen are partners. They are based in Atlanta, GA and are a “boutique” investment manager. They focus entirely on alternative investments, managing five investment funds with a common approach and philosophy: Infinity Premier Fund, LP; Infinity Premier Fund (QP), LP; Infinity Premier Fund (QP) Cayman, LP; Ocean Fund, Ltd.; and Infinity Core Alternative Fund.

Discussion took place regarding the numerous advantages to the multi-strategy structure, cyclical hedge fund returns, and optimal diversification. The returns on their hedge funds from 2011-2014 were reviewed. The underlying managers were revealed. They then went on to explain their risk management protocols. Peer analysis: Sharpe Ratio was reviewed, along with their results in times of stress. Both offshore and onshore accounts were listed.

The Infinity Team bios were shared with the Board, with emphasis on the doubling of their staff in the last three years. The operational process, with multi layered independent verification was reviewed.

Ms. Ghannam inquired about the liquidity of the invested funds, confirming that the funds could be liquid in 90 days.

Fees were discussed. An incentive fee is charged if the rate of return exceeds 7.5%. Mr. Michaud asked if there is a “high water mark”. Mr. Vale explained that a high water mark is if they have a losing year, say down 5%, in the next year there will not be any incentive fees until the account is made whole and then exceed the 7.5%. It is designed to protect investors from managers who want to charge incentive fees even following a bad year. The fees are calculated on a calendar year. The accrual shows up in the performance each month. Some of the underlying managers have also have fees.

The Board asked several questions of the Infinity staff which were answered to their satisfaction.

The Representatives thanked the Board for their time.

The Board discussed the presentation with Ms. Ghannam and Mr. Mills. The number of employees was a point of concern for some members. Mayor McDaniel asked if we were going to select one firm or more than one; the response was one.

Chair Martin asked for a motion to move with Infinity or to stay with Blue Crest and Pimco. Do we want to go with Infinity? Is anyone not comfortable with Infinity?

Mr. Kittle asked if it is determined by Mr. Michaud that we can add Hedge Fund of Funds then we will add it to Blue Crest. Mr. Tanghe asked if whatever the amount is, will it be split between Blue Crest and Infinity.

**Motion by Kowal, Seconded by Tanghe.**

**RESOLVED:** To allocate equal funds to Infinity and Blue Crest; the amount to be determined based on the legal opinion to be provided by Attorney Tom Michaud.

**VOTE:** Yes: All

No: None

Motion carried (8-0)

Mr. Mills left the meeting.

Ms. Ghannam reminded the Board that the issue which triggered this meeting today was Bill Gross leaving PIMCO. We need to decide if we want to replace PIMCO or keep them. At the last meeting, it was decided to review a replacement manager, which was determined to be MacKay Shield, or to keep PIMCO. Each were to do a presentation today. Mr. Kittle asked if MacKay Shields knew why they were here, to which the reply was yes. It is for due diligence that we are interviewing both PIMCO and MacKay Shields so that when a decision is made we will have all the information in front of us.

Chair Martin requested that the agenda be amended. The Board concurred with the agenda modification.
6. Changes to Actuary Assumption for Valuations

Mr. Barnes introduced the document that was given to the members, and explained that the changes are going to be used in the valuations for calendar year ending December 31, 2014. The primary reason for the changes and the timing are due to the new financial reporting requirements of GASB 67. GASB 67 pertains to the Pension.

The pension financial reporting in prior years was included in the City's audited financial statements on a one year time lag (e.g., the actuary valuation as of 12/31/2012 was the most recent year included in the 2013 audited financial statements). GASB 67, which only pertains to Pension Plans, requires that the actuary data included in the financial statements be based on an evaluation done for the same year. In the past, the actuary generally completed the reports and presented them at the Board meetings in August. In order to be included in the City's financial statements for the year ending 12/31/2014, it will be necessary to have the Pension actuary valuation completed by March 1, 2014.

GASB 67 pertains to the Pension Plan and requires a significant amount of additional reporting. The actuary valuations will be used to construct a 10 year history of the plan, and the actuary will need to perform a 100 year cash flow/contribution projection to ensure the plan will remain viable and sufficient to satisfy the actuarial liabilities associated with the retiree pension benefits. Because the City’s pension plan is almost 100% funded and more importantly is a closed plan (no new participants since 2000), we are expecting the actuary’s projections for our pension to be favorable.

GASB 68, which pertains to the City’s financial reporting for pension plans, will become effective for the City’s fiscal year ending 12/31/2015. This GASB will impose significant changes in how the pension plan liabilities and expense are shown in the financial statements. Currently, much of the pension reporting is reflected in the Notes to the Financial Statements. GASB 68 will require that unfunded actuarial liabilities be recorded and shown in the financial statements.

Ms. Schulz and Mr. Barnes have discussed with our auditors and actuarial Sandy Rodwan, the required timing to receive the Pension valuation for 2014. The auditors have recommended that several assumption changes be included in the 2014 actuary valuations. Ms. Rodwan concurs with the assumption changes being proposed. The timing of approving the changes is critical since the finance staff will be providing all of the necessary 2014 payroll and pension data to the actuary in late December. Ms. Rodwan needs the data by January 1st to have sufficient time to complete the pension valuation by March 1, 2015.

The prior and proposed assumptions are summarized on the attachment. The proposed assumption changes include the projected salary increase and the use of a new mortality table. The proposed assumptions are quite modest in scope and while they will have a negligible impact on the actuary valuations; the changes are considered more up to date with industry standards and more reflective of City’s labor market uniqueness due to having a closed plan.

Mr. Tanghe inquired of Mr. Barnes that since we’ve used the 5% number, what the purpose of it is. Mr. Barnes replied that 2.5% is pretty realistic, and that we need to remember that some of the retirees have a 5% COLA, which also figures into this. He went on to say that it is much better to be conservative. Discussion ensued regarding the percentage of actuarial liability to use. He reminded the Board that the medical contract costs will continue to increase.

Moved by Kowal; Seconded by Tanghe.

RESOLVED: To accept the Actuarial Assumptions as submitted.

VOTE: Yes: All
No: None

Motion carried (8-0)

The second presentation was MacKay Shields, represented by Michael Starr.

Mr. Starr introduced himself as a Managing Director, Global Fixed Income Division. MacKay Shields is wholly owned by New York Life Insurance, a triple A parent company. Although they are autonomous, having a strong parent company provides security. They were founded in 1938; with 49 investment professionals and 159 employees. They use a team approach across products and business units. They have four main groups of funds; Global Fixed Income, High Yield, Municipals and Convertibles. A sample list of clients was provided.

The Senior Team is very experienced and provide consistent outperformance over numerous market cycles. At the top of the team is Dan Roberts, PhD. The qualifications of staff was discussed at length. They have a very extensive risk analysis team.

MacKay Shields’ philosophy is to seek to achieve attractive risk-adjusted returns by eliminating uncompensated risk. Their investment approach is to screen rigorously for risk and quantify the upside and apply bond analysis, not equity-style analysis.
The four step Investment Process was described in detail. It starts with an analysis, top down; followed by a security assessment then sector assessment (bottom up) then a risk assessment.

Responding to Ms. Ghannam, Mr. Starr reviewed the current status of the bond market and investments. The stages of macro-economic cycles as well as their portfolio construction was discussed in great detail. The model portfolio is constructed by top staff. Their strength is in credit risk; when to get into it, and when to get out of it.

The characteristics of Core Plus Opportunities was reviewed by Mr. Starr. The liquidity is terrific, although there are now some changes in oil and politics. They will expect some rationalization to come out of the changes. They will hold their position at this time.

The bulk of their holdings are in the triple B or single C categories now, because that is where they see the best return. Detailed discussion regarding the historical quarterly sector allocations for the period from 2008 and ending September 30, 2014.

Mr. Starr answered questions from the Board to their satisfaction. Ms. Ghannam asked about the size of the vehicle that they are considering for us at this time. Mr. Starr responded that it is about $400M.

Mr. Starr thanked the Board for the opportunity to present to them today.

Chairman Martin needed to leave the meeting at 11:15 a.m. Vice Chair Manning took over the meeting.

PIMCO

Ms. Ghannam introduced David Blair, Senior Vice President & Account Manager, and Yinyin Wu, Account Manager, of PIMCO.

A table showing the leadership of PIMCO before and after the departure of Bill Gross was shared with the Board. The Group CIO is now Dan Ivascyn, who was Deputy CIO under Mr. Gross. The leadership team has remained exactly the same, minus Mr. Gross and with the addition of Marc Seidner, creating stability at the helm. Mr. Ivascyn has 23 years of investment experience and was the 2013 Morningstar Fixed-Income Fund Manager of the Year.

Mr. Blair discussed the breadth to the Total Return Fund, which is probably their best known fund. It is their flagship fund, and was managed by Bill Gross, but also the team who supported him, who are still in place. Their process is very team oriented, with six deputy CIO’s working on the same accounts. Those deputies are still in place.

Various staff members and their roles were explained in detail by Mr. Blair. The Leadership Team members all have many years of experience. That is reflective of PIMCO’s standard of service to its clients. Senior Member Marc Seidner had left PIMCO but recently returned.

Responding to a question from Mr. Manning, Mr. Blair explained that from a team standpoint they lost Bill Gross but there was a game plan in place that is being followed. The Total Return Fund is under Scott Mather, who oversees all of the US Core Strategies.

PIMCO’s investment philosophy and process remain unchanged. CIO’s reflect evolution of leadership structure based on a team of highly skilled investors. Their philosophy includes active management, risk management emphasis, focus on long term, solutions orientation, diversified sources of return and bottom-up and top-down insights. There is an investment committee that meets daily to discuss issues and risk. Many other committees report to the investment committee, such as mortgages committees, etc. It is important to have a long term philosophy. The long term strategies are formed quarterly at meetings with all investment managers. They don’t take large strategic risks on investments; they prefer to limit volatility. It is unusual in the market to have an investment committee that meets for two to three hours a day.

PIMCO has several winners of the Morningstar Manager awards, which is a very prestigious award.

The historical performance review was discussed at length. Mr. Mather’s numbers have been almost 2% above the benchmark after alpha fees. The team have all demonstrated excellent performance. There is a great optimism at PIMCO that they will continue to deliver great products.

Fund flows have stabilized since Mr. Gross’ departure. There were some immediate withdrawals, which have since slowed down; 97% of their clients remained with them. Some of the clients who withdrew some funds did it because they had over invested after PIMCO rode out the crash in 2008. Mr. Kittle asked how much money that represented. Mr. Blair stated that in August, prior to Mr. Gross leaving, the fund lost about $3B. Steady outflows were occurring. The industry trend was to have people reallocate to credit, etc. They were seeing a negative, but manageable flow. In September, they saw a negative $23B. The majority of that was during the two days when Mr. Gross left. In October,
they lost $26B, most of which was in the first week of the month. They are now close to normalizing. There has been no issue meeting those redemptions. There was no effect on their performance.

Mr. Tanghe inquired about the risk of having a CIO in charge of the account. Will they end up in the same situation? Mr. Blair explained that with the deputy CIO’s and current team that issue will not occur. There are now three portfolio leaders.

Ms. Wu added that the current CIO’s have been managing the funds for the past several years anyway. Although one person may be in the media, the workers will still running about 75% of the firm’s assets. The investment committee was designing the strategies. They are stressing the team format.

The stability of the firm is solid. There is an experienced leadership team, with a younger team coming forward for the future. They are hiring new staff now.

Several questions were asked of Mr. Blair, and answered to the Board’s satisfaction. Ms. Wu reviewed performance in 2014, showing the third quarter showed a return. PIMCO has been strategically positioned for lower risk. Through the end of November, the fund put them in the top 2% of performers. Positioning for the portfolio was reviewed.

Total Return Portfolio strategy includes interest rate strategies, spread strategies, and tactical strategies. Divergence is the main goal of their plans. They are looking for more diversified global areas for investment as they will favor maturities under ten years.

The global economic outlook was reviewed. Responding to a question from Mr. Kittle, Mr. Blair stated that the communication at PIMCO, even though it is a very large company, is very precise and timely. The investment committee sets their agenda at 7 am, with the meetings at mid-morning, so any calls or reports that are newsworthy can be added. For example, if there is news regarding Russia, they can call one of their Russian staff and get an update.

Mr. Blair and Ms. Wu thanked the Board for the opportunity to give their presentation.

Ms. Ghannam pointed out that we did our due diligence by looking at a new manager. Mr. McDaniel commented that it appears that PIMCO had a replacement plan ready, and that they are still a strong manager.

Discussion ensued about the leadership staff remaining with PIMCO and not following Mr. Gross to a new position. MacKay Shields also has some great returns.

Moved by Tanghe; Seconded by Kowal.

RESOLVED: After performing due diligence in interviewing an alternative manager and our current manager, the Pension Board and Retiree Health Care Boards are satisfied with PIMCO and will remain with them at this time. Close evaluation of their performance will continue.

VOTE: Yes: All  No: None  Motion carried (8-0)

7. ADJOURNMENT

Without objection, the joint meeting of the Pension Board and Retiree Health Care Board adjourned at 12:39 p.m.
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Steven J. Cohen, Director of Community Development
Submitted: January 20, 2015
Subject: Public Hearing / Motion – Adoption of Resolution to Vacate a Portion of an Alley and Lackawana Right-of-Way in the Lake Angelus Subdivision

INTRODUCTION
Arnold Finkelstein representing Great Lakes Landing LLC has petitioned the City Council to vacate a portion of an alley and Lackawana (red lined area), which is generally located east of Baldwin Road and north of Collier Road. No improved road or alley exists in the R.O.W. in this location.

Great Lakes Landing LLC owns three parcels that abut and are divided by the R.O.W. (black and white dashed line). The R.O.W. vacation would allow the three parcels to be consolidated into one useable site. The property is zoned R-1, One-Family Residential District.

On December 15, 2014, the City Council resolved to schedule this public hearing to review this request. If desired, the City Council may vacate the R.O.W after the public hearing.

STAFF RECOMMENDATION
Staff has no objection to the request. City Attorney Beckerleg has reviewed the vacation documents. Notice was published in the Oakland Press and mailed to property owners within 1,000 feet of the site.

The vacation would be a positive move for the area. The R.O.W. serves no functional purpose. The City would never build these roads today because they would extend much too close to the intersection of Collier and Baldwin Roads for current traffic safety standards. A lot has changed since the property was originally platted 88 years ago.

By abandoning this land, the City Council would create a win-win scenario. Great Lakes Landing LLC wins in that the decision would remove these platted areas that severely encumber the land so that the property could be potentially developed in the future. The City wins in that it would gain new residents and additional tax revenue, if developed with homes. It is noted that the zoning also allows churches, private schools, funeral homes, private recreational areas, and cemeteries as Special Land Uses Permitted. The City’s Master Land Use Plan would allow up to 12 homes to be constructed on the land.

MOTION
“Move to adopt the attached resolution vacating a portion of an alley and Lackawana R.O.W. in the Lake Angelus Subdivision, as described in the resolution, and to authorize the City Clerk to record the resolution with the Oakland County Register of Deeds.”

I CONCUR: THOMAS A. TANGHE, CITY MANAGER
6. NEW BUSINESS

9a. Motion – Schedule a Public Hearing for the Possible Vacation of a Portion of an Alley and Lackawana Right-of-Way in the Lake Angelus Subdivision

Mr. Cohen explained Great Lakes Landing LLC, requested to vacate a portion of an alley and Lackawana R.O.W., which is located east of Baldwin Road and north of Collier Road. Great Lakes Landing LLC owns three parcels, approximately one-half acre. The site was originally platted in 1927 as part of the Lake Angelus subdivision. The vacation would allow the three parcels to be consolidated into one useable site, six acre site. The existing utilities will remain as City owned easements.

The Master Plan for this area indicates two units per acre, which includes wetlands. The six acre site could potentially have 12 units built, a good portion of the site is unbuildable wetlands.

The previous Angela’s Forest, now Baldwin Forest, was purchased and will have 84, single family homes, next year. A 90 unit apartment complex is being proposed at the site on the south side of Collier Road and east of Baldwin Road.

Mr. Cohen noted this is a two-step process, if Council wishes to proceed, a public hearing will be held January 26, 2015, in anticipation of the vacations.

Mr. Kittle asked if the sewer line will be stubbed off; it appears to be located at the edge of the wetlands.

Mr. Cohen explained any building will be around the utilities, both the sewer and water; the easements will remain as they are.

Ms. Hammond asked if signs are posted noting the possible vacations and/or have area residents been notified of the possible vacations.

Mr. Cohen explained, typically, a road vacation process requires a public hearing and staff will notify the property owners who directly abuts the right of way. In this instance, there is only one party that will be notified. If building proceeds, as discussed, residents within 1,000 feet will be notified.

Arnold Finkelstein representing Great Lakes Landing LLC, introduced himself and asked for Council’s approval for the public hearing.

Moved by Knight; Seconded by Burmeister.

RESOLVED: To adopt the attached resolution (Attachment B) and schedule a public hearing at the January 26, 2015 Regular City Council Meeting for the possible vacation of a portion of an alley and Lackawana R.O.W. in the Lake Angelus Subdivision.

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

No: None

Motion Carried (7-0)

Resolution No. 14.12.253
Notice of Public Hearing
PORTION OF A ROAD VACATION

<table>
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<th>Meeting Date &amp; Time:</th>
<th>Monday, January 26, 2015 at 7:00 p.m.</th>
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<tr>
<td>Location:</td>
<td>City of Auburn Hills, City Council Chamber</td>
</tr>
<tr>
<td></td>
<td>1827 N. Squirrel Rd., Auburn Hills, MI 48326</td>
</tr>
<tr>
<td>Petitioner:</td>
<td>Great Lakes Landing, LLC</td>
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</tbody>
</table>

**Property Description:**
A part of Lackawana Street (variable width) and a 20 foot wide alley to be VACATED, being lands in the East 1/2 of the Southwest 1/4 of Section 5, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, said AREA TO BE VACATED being more particularly described as: Commencing at the South 1/4 Corner of said Section 5; thence along the South line of said Section 5, N86°55'05"W, 1182.80 feet to the East line of Baldwin Road (variable width); thence along said East line, N07°11'12"W, 91.99 feet to the intersection of said East line and the Southeasterly line of Lackawana Street (variable width) and the POINT OF BEGINNING; thence along the AREA TO BE VACATED the following ten (10) courses: L1) continuing along said East line of Baldwin Road, N07°11'12"W, 111.17 feet to the Northwesterly line of Lackawana Street (variable width) and; L2) along said Northwesterly line N43°20'05"E, 103.37 feet to the West line of the 20 foot alley West of and adjacent to part of lot 260 and lot 261, as recorded in "Lake Angelus Subdivision" Liber 42, Page 10, Oakland County Records and; L3) along said West line N02°07'02" 121.90 feet and; L4) N89°43'54"E, 20.03 feet to the East line of said 20 foot alley and the West line of said Lot 260 and; L5) along said East line, also being the West line of Lots 260 and 261 of said "Lake Angelus Subdivision" S02°07'02"W, 117.70 feet to the aforementioned Northwesterly line of Lackawana Street and; L6) along said Northwesterly line, also being the Southeasterly line of the aforementioned Lots 260 and 261, N43°23'25" 156.60 feet and; L7) S87°53'08"E, 79.82 feet to the Southeasterly line of said Lackawana Street and; L8) along said Southeasterly line, S43°23'25"W, 269.55 feet and; L9) continuing along said line, S23°46'58"W, 42.09 feet and; L10) continuing along said line, S43°17'55"W, 91.01 feet to the aforementioned East line of Baldwin Road, and the POINT OF BEGINNING. Subject to any and all easements and right of ways of record or otherwise. Containing ±0.585 acres of land, more or less.

**Nature of Request:**
Proposed vacation of road and alley.

**City Staff Contact:**
Steve Cohen, Community Development Director (248-364-6941)

The proposed application is available for inspection in the City Clerk's Office, Monday - Friday, during regular business hours.

Persons wishing to express their views may do so in person at the meeting or in writing addressed to the City Clerk, at the address noted above.

In accordance with ADA, anyone needing special assistance in order to attend the meeting is asked to contact the City Clerk's Office at 248-370-9402 or the City Manager's Office at 248-370-9440, 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.
December 8, 2014

Steven J. Cohen
Director of Community Development
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, MI 48326

Re: Request to Vacate Lackawana and Alley

Dear Mr. Cohen:

I represent Great Lakes Landing, L.L.C., the owner of certain real estate near the corner of Baldwin and Collier Roads. This letter will confirm that I have requested the vacating of part of Lackawana and the alley as shown in our drawings prepared by Professional Engineering Associates. A portion of Lackawana and the alley currently bisect my client’s land. If the vacating is completed, this division will be eliminated, and the property will become more buildable.

I respectfully request that the vacating process move forward, and that it be placed on the agenda of the City Council.

Thank you, and if you have any questions, please feel free to contact me.

Very truly yours,

Arnold Finkelstein

AF:ji
cc: Client
At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chamber at 1827 N. Squirrel Road, Auburn Hills MI 48326 at 7:00 p.m., on the 26th day of January, 2015.

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

WHEREAS, Section 62-14 of the Auburn Hills City Code, as amended, provides that whenever the Auburn Hills City Council shall deem it advisable, it may vacate any road or street, or any part thereof, and that it shall hold a public hearing for the purpose of hearing objections thereto; and

WHEREAS, the Auburn Hills City Council has on the 26th day of January, 2015 considered and held a public hearing on the proposed vacation of a certain portion of a portion of Lackawana and an alley in the Plat of Lake Angelus Subdivision, in the City of Auburn Hills, Oakland County, Michigan; and

WHEREAS, the City Council has jurisdiction in the instant case to vacate the street in question, as such street has been dedicated for public use, and no part of said street is within twenty-five (25) meters of a lake or the general course of a stream; and

WHEREAS, no objections to the vacation were presented to the City Council, either in writing or otherwise, at the public hearing; and

WHEREAS, no facts were disclosed to the City Council which would present a material question as to whether the aforementioned portion of Lackawana and alley that is sought to be vacated is necessary for the promotion of the protection of public health, safety and general welfare.

NOW, THEREFORE, it is hereby resolved by the Auburn Hills City Council that:

1. The portion of Lackawana and alley located in the Plat of Lake Angelus Subdivision, City of Auburn Hills, Oakland County, Michigan, which is legally described in Attachment A, which is attached hereto and incorporated herein by reference, shall be and is vacated.

2. The above-described vacation is granted subject to the reservation by the City of an easement for public utility purposes.

3. Within thirty (30) days after the City Council's approval of this Resolution, the City Clerk shall record a certified copy of this Resolution with the Oakland County Register of Deeds, and shall file a copy of this Resolution with the Office of the Michigan State Treasurer.

4. The vacation of the above-described portion of Lackawana and alley shall be effective on the date this Resolution is recorded with the Oakland County Register of Deeds, and upon the vacation of said portion of Lackawana and alley becoming effective, said portion of Lackawana and alley shall be removed from the street plan map.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION

STATE OF MICHIGAN) SS

COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 26th day of January, 2015.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ______ day of January, 2015.

Terri Kowal, City Clerk
LEGAL DESCRIPTION — PARCEL NO. 14-05-451-006:
(PER OAKLAND COUNTY TAX RECORDS)

Town 3 North, Range 10 East, Section 5, Part of the East 1/2 of the Southwest 1/4, Beginning at a point distant N86°55'05"W, 344.18 feet from the South 1/4 Corner; thence N86°55'05"W, 838.62 feet; thence N07°01'12"W, 91.99 feet; thence N43°17'55"E, 91.01 feet; thence N23°46'58"E, 42.09 feet; thence N43°23'25"E, 269.55 feet; thence East 169.06 feet; thence S50°48'11"E, 532.79 feet; thence S86°55'05"E, 8.72 feet; thence S03°36'55"W, 100 feet to the Point of Beginning;

Except Beginning at a point distant N86°55'05"W, 729.73 feet from the South 1/4 Corner; thence N86°55'05"W, 452.92 feet; thence N07°01'12"W, 33.04 feet; thence S86°56'30"E, 206.71 feet; thence along a curve to the right, radius of 988 feet, chord bears S79°33'01"E, 254.20 feet, distance of 254.91 feet to the Point of Beginning.

Containing ±5.29 acres of land.

LEGAL DESCRIPTION — PARCEL NO. 14-05-378-025:
(PER OAKLAND COUNTY TAX RECORDS)

Town 3 North, Range 10 East, Section 5, part of the East 1/2 of the Southwest 1/4, described as Beginning at a point distant N86°55'05"W, 1182.80 feet and N07°01'12"W, 202.36 feet from the South 1/4 Corner; thence N07°01'12"W, 202.32 feet; thence S87°52'58"E, 100.82 feet; thence S02°07'02"W, 121.90 feet; thence S43°20'05"W, 103.37 feet to the Point of Beginning.

Containing ±0.33 acres of land.

LEGAL DESCRIPTION — PARCEL NO. 14-05-378-027:
(PER OAKLAND COUNTY TAX RECORDS)

Town 3 North, Range 10 East, Section 5, Lake Angelus Subdivision, Part of Lot 260, also all of Lot 261, all described as Beginning at a point distant N86°55'05"W, 1182.80 feet and N07°01'12"W, 466.28 feet and S87°52'58"E, 110.65 feet and N02°07'02"E, 0.83 feet and S87°52'58"E, 20 feet and S02°07'02"W, 60 feet from the South 1/4 Corner; thence S87°52'58"E, 103.31 feet; thence S43°23'25"W, 156.60 feet, thence N02°07'02"E, 117.70 feet to the Point of Beginning.
SKETCH OF DESCRIPTION
PROPOSED ROAD AND ALLEY TO BE VACATED

LINE TABLE

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SCALE: 1"=100'
DATE: 10-23-14
JOB No: 2003243
DWG. No: 3 of 6

GREAT LAKES LANDING LLC
3604 CLARKSTON ROAD, SUITE 100
CLARKSTON, MICHIGAN 48348

S:\PROJECTS\2003\2003243\SURVEY\DEPT\03243\ND\03243 SK OF DESC (10-17-14).dwg; D&C
SKETCH OF DESCRIPTION
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION – PROPOSED ROAD AND ALLEY TO BE VACATED:
(Per Professional Engineering Associates)

A part of Lackawanna Street (variable width) and a 20 foot wide alley to be
VACATED, being lands in the East 1/2 of the Southwest 1/4 of Section 5, Town 3
North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, said AREA TO
BE VACATED being more particularly described as:

Commencing at the South 1/4 Corner of said Section 5; thence along the South line
of said Section 5, N86°55'05"W, 1182.80 feet to the East line of Baldwin Road
(variable width); thence along said East line, N07°11'12"W, 91.99 feet to the
intersection of said East line and the Southeasterly line of Lackawanna Street
(variable width) and the POINT OF BEGINNING;

thence along the AREA TO BE VACATED the following ten (10) courses:
L1) continuing along said East line of Baldwin Road, N07°11'12"W, 111.17 feet to
the Northwesterly line of Lackawanna Street (variable width) and;
L2) along said Northwesterly line N43°20'05"E, 103.37 feet to the West line of the
20 foot alley West of and adjacent to lots 260 and 261, as recorded in "Lake
Angelus Subdivision" Liber 42, Page 10, Oakland County Records and;
L3) along said West line N02°07'02"E, 121.90 feet and;
L4) N89°43'54"E, 20.03 feet to the East line of said 20 foot alley and the West
line of said Lot 260 and;
L5) along said East line, also being the West line of Lots 260 and 261 of said
"Lake Angelus Subdivision" S02°07'02"W, 117.70 feet to the aforementioned
Northwesterly line of Lackawanna Street and;
L6) along said Northwesterly line, also being the Southeasterly line of the
aforementioned Lots 260 and 261, N43°23'25"E, 156.60 feet and;
L7) S87°53'08"E, 79.82 feet to the Southeasterly line of said Lackawanna Street
and;
L8) along said Southeasterly line, S43°23'25"W, 269.55 feet and;
L9) continuing along said line, S23°46'58"W, 42.09 feet and;
L10) continuing along said line, S43°17'55"W, 91.01 feet to the aforementioned East
line of Baldwin Road, and the POINT OF BEGINNING.

Subject to any and all easements and right of ways of record or otherwise.

Containing ±0.585 acres of land, more or less.
LEGAL DESCRIPTION – PROPOSED PARCEL:
(PER PROFESSIONAL ENGINEERING ASSOCIATES)

Lands in part of the East 1/2 of the Southwest 1/4 of Section 5, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as:

Commencing at the South 1/4 Corner of said Section 5; thence along the South line of said Section 5, N86°55'05"W, 344.18 feet to the POINT OF BEGINNING;
thence continuing along said South line N86°55'05"W, 385.55 feet to the North line of Collier Road (66 feet wide);
thence along said North line the following two (2) courses:
(1) 254.91 feet along the arc of a non-tangent curve to the left, having a radius of 988.00 feet, and a chord bearing N79°33'01"W, 254.20 feet and;
(2) N86°56'30"W, 206.86 feet to the East line of Baldwin Road (variable width);
thence along said East line, N07°11'12"W, 372.44 feet;
thence S87°52'58"E, 100.82 feet;
thence N89°44'25"E, 20.02 feet;
thence S87°52'58"E, 103.31 feet;
thence S87°53'08"E, 79.82 feet;
thence N90°00'00"E, 169.06 feet;
thence S50°48'11"E, 532.79 feet;
thence S86°55'05"E, 8.72 feet;
thence S03°36'55"W, 100.00 feet to the aforementioned South line of Section 5 and the POINT OF BEGINNING.

Subject to any and all easements and right of ways of record or otherwise.

Containing 6.340 acres of land, more or less.
Lackawana and Alley ROW Vacation

Location of R.O.W

ROW To be Vacated
Lackawana and Alley ROW Vacation

Lake Angelus
Lackawana and Alley ROW Vacation

Overall Site 6.34 acres
R.O.W. is 0.59 acres
Lackawana and Alley ROW Vacation

East                      South (toward Collier - from alley)                        West (toward Baldwin)
Recap of 2007 Master Plan Amendment

Planned density in the Master Plan is based on gross land area, which includes wetlands (i.e., density spread over all the land, not just uplands)
Potential Residential Unit Build-Out
Based on the Master Plan

A - 6.34 ac – 12 units
B - 47.59 ac – 84 units
C - 19.96 ac – 90 units
D - 28.71 ac – 104 units
E - 48.70 ac – 136 units

151.30 ac – 426 units
(2.82 upa)
Lackawana and Alley ROW Vacation

Master Plan - 2.0 upa
Total Land - 6.34 acres
Maximum Buildout - 12 units via PUD
INTRODUCTION AND HISTORY

On January 12, 2015 the Council approved a motion to update and combine ordinances 835-Fire Prevention and 728-Hazardous Materials into one ordinance. A second reading of the ordinance and public hearing was scheduled for the next regular Council meeting. The new ordinance will be known as 15-865.

Currently, ordinances 835 Fire Prevention and 728 Hazardous Materials are two separate ordinances. Updating and combining the two ordinances will eliminate current conflicts between the fire code and the building code. In addition, all standards will match the National Fire Protection Agency’s, NFPA, standards.

The proposal to combine ordinances 835 Fire Prevention and 728 Hazardous Materials will have the following effect:

1. Repeals old ordinances 835 Fire Prevention and 728 Hazardous Materials
2. Adopts 2012 International Fire Code so that code references correspond to currently adopted Building, Plumbing, Mechanical, and Electrical codes.
3. Updates code section numbers in the ordinance to coincide with applicable sections in the 2012 Fire Code.
4. Eliminates Self Inspections. This program was not used due to the many challenges of proper oversight.
5. F103.3.1: Removes language designating the Fire Marshal as the Deputy Code Official since currently there is currently no Fire Marshal. This leaves designation of a Deputy Code Official up to the discretion of the Fire Chief, as the situation dictates.
6. Article II was formerly reserved, however there was no reason to reserve it. Therefore, the Hazardous Materials Ordinance (ordinance 728), which was formerly Article III has been changed to Article II and incorporated into a single ordinance with the Fire Prevention Ordinance.
7. The original hazardous materials ordinance #728 has not been reviewed or amended since it was originally adopted over 10 years ago and it is outdated. Combining the Hazardous Materials Ordinance with the Fire Prevention Ordinance ensures that the Hazardous Materials portion of the ordinance will be reviewed at least once per code cycle (every 3 years) along with the rest of the ordinance.
8. Removes unnecessary language from the Hazardous Materials Ordinance, such as reference to the Environmental Review Board (which no longer exists), and sections of the ordinance that duplicate code sections or requirements that are already in the Fire Code.
9. Updates “Hazardous Materials Disclosure Permit” to “Hazardous Materials Operating Permit” throughout the revised ordinance. This is a matter of semantics as no permit is required to disclose information on hazardous materials, but a permit for operations involving hazardous materials is required.
10. Updates hazardous materials reporting procedures spelled out in the ordinance to match current procedures/practices.

STAFF RECOMMENDATION

o:\CITY COUNCIL PACKET\JANUARY 26\8b. Cover Memo- Second Reading -New Fire Prevention And Hazmat Ord.Docx
The proposed ordinance was reviewed by City Attorney Derk Beckerleg. Staff recommends approval.

**MOTION**


I CONCUR: 

Thomas A. Tanghe, City Manager
AN ORDINANCE TO AMEND CHAPTER 38, FIRE PREVENTION AND PROTECTION OF THE AUBURN HILLS CITY CODE, AS AMENDED AND TO PROVIDE BASIC FIRE CONTROL MEASURES AND REGULATIONS COVERING CONDITIONS WHICH COULD IMPEDE OR INTERFERE WITH FIRE SUPPRESSION FORCES AND TO ADOPT BY REFERENCE THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL INC., FOR THE PURPOSE OF SAFEGUARDING LIVES AND PROPERTY FROM THE HAZARDS OF FIRE AND EXPLOSIONS AND TO PROVIDE PENALTIES FOR THE VIOLATION THEREOF AND TO REPEAL ORDINANCE NUMBER 728 AND ORDINANCE NUMBER 835, AS AMENDED.

THE CITY OF AUBURN HILLS ORDAINS:

Section 1
Chapter 38, Fire Prevention and Protection, of the Auburn Hills City Code, as amended, is hereby amended to now read as follows:

CHAPTER 38
FIRE PREVENTION AND PROTECTION

ARTICLE I: INTERNATIONAL FIRE CODE

Sec. 38-1. Adoption of the 2012 International Fire Code By Reference
Pursuant to the provisions of Section 3(K) of act 279 of the Public Acts of 1909, State of Michigan, the 2012 edition of the International Fire Code, as promulgated, by the International Code Council Inc., is hereby adopted by reference by the City of Auburn Hills for the purpose and intent of prescribing minimum requirements and controls to safeguard life, property or public welfare from the hazards of fire and explosion arising from the storage, handling or use of substances, materials or devices and from conditions hazardous to life, property or public welfare in the use or occupancy of building, structures, sheds, tents, air supported structures, lots or premises. All materials within the intent of this Code and not covered by this Code shall comply with referenced standards listed in Chapter 80.

Sec. 38-2. Code On File
One complete printed copy of the 2012 edition of the International Fire Code, herein adopted is available for public use and inspection at the office of the City Clerk.

Sec. 38-3. References In Code
Where the words “name of jurisdiction” are used in the International Fire Code, it shall be held to mean the City of Auburn Hills.

Sec. 38-4. References In Code
Where references are made in the Code to the “International Building Code” it shall be held to mean the 2012 edition of the Michigan Building Code.

Where reference is made in the Code to the “International Mechanical Code” it shall be held to mean the 2012 edition of the Michigan Mechanical Code.

Sec. 38-5. State Regulations Prevail
Whenever state law or regulations apply a higher standard or requirements than is provided in this Code, the higher requirement or standard of state law shall prevail.
Sec. 38-6. Authority For Enforcement
Enforcement of this Ordinance may be by the Fire Chief, Asst. Fire Chief, Fire Marshal, Fire Inspectors, Building Code Official, Building Inspectors, Sworn Police Officers, and those other persons authorized by City Ordinances and/or the City Code, and said enforcement officers shall have the authority to issue appearance citations pursuant to Act 175 of the Public Acts of 1927 of the State of Michigan, as amended, for violations of this Ordinance.

Sec. 38-7. Maintenance Of Fire Suppression Equipment
A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under provisions of the Code, except for the purpose of extinguishing fire, training or testing purposes, recharging or making necessary repairs or when permitted by the Code Official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or reinstalled as long as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the Code Official.

Sec. 38-8. False Alarms
It shall be unlawful for any person and/or entity to summon in any way the Fire Department unless a valid reason for their response is present or for any person or entity to fail to maintain a properly operating alarm system.

Sec. 38-9. Nuisance False Alarms
A. The intent of this section is to facilitate the reduction of nuisance false fire alarm activations.
B. A nuisance false fire alarm is defined as any alarm condition which is reported to the Fire Department, not resulting from a condition for which the alarm was intended.
C. Any fire alarm user whose fire alarm system initiates more than two (2) nuisance false fire alarms in a calendar year shall be required to pay penalties to the City of Auburn Hills.
   1. Upon notification of the first and any subsequent False Fire Alarm, the Fire Alarm User shall be required to have the Fire Alarm System inspected and serviced by a Fire Alarm Provider when it is determined that the False Fire Alarm was caused due to a malfunction of the system, lack of maintenance or when a determination as to the reason for activation can not be made. Documentation of service shall be provided to the Auburn Hills Fire Department within fourteen (14) days of said inspection.
   2. Within fourteen (14) days of the False Fire Alarm Notification date, the Fire Alarm User shall return the completed False Fire Alarm Notification form to the Auburn Hills Fire Department.
   3. Failure by the Fire Alarm User to return the form shall be justification for automatic billing of the False Fire Alarm Fee.
D. All fees must be paid to the City within thirty (30) days from the date of invoice requesting payment of fee(s).
E. Any person including an alarm service person, fire protection contractor, or other contractor who, because of work affecting the Fire Alarm System either directly or indirectly, initiates a False Fire Alarm without prior notification having been made to the Auburn Hills Fire Department, and central station monitoring
company, shall be subject to a false alarm fee and/or citation. A central station monitoring company who initiates a False Fire Alarm after having been notified of work affecting the Fire Alarm System shall be subject to a false fire alarm fee and/or citation.

F. Any willful misrepresentation by a Fire Alarm Provider as to inspection, maintenance, or repair services rendered to a Fire Alarm System shall be considered a misdemeanor for each incident.

G. Documentation provided to the Auburn Hills Fire Department of maintenance or repair to the Fire Alarm System after occurrence of a False Fire Alarm may be considered in determining whether or not to assess the False Fire Alarm Fee.

H. Severe weather, power outages, transmission line malfunctions, malicious acts of person(s) not under control of the Fire Alarm User, or any other causes clearly beyond the control of the Fire Alarm User will be considered in determining whether or not punitive action will be taken against the Fire Alarm User as provided in this Ordinance.

Sec. 38-10. Activation Of Fire Alarm Systems
A person or entity shall not activate a fire alarm system in any building or place within the City of Auburn Hills unless a valid fire emergency exists within that building or place. A fire alarm system is any system which, upon activation, warns the occupants of the building or place that a fire emergency exists.

Sec. 38-11. Changes In The Code
The following sections and subsections of the International Fire Code are hereby amended or deleted as set forth, and additional sections and subsections are added as indicated. Subsequent section numbers used in this chapter shall refer to like numbered sections of the International Fire Code.

F-101.1 Title
These regulations as set forth herein, shall be known as the Fire Prevention Code of the City of Auburn Hills and are herein referred to as such or as “this Code”.

F-103.1 General
The department of fire prevention is established within the jurisdiction under the direction of the Code Official. The function of the department shall be the implementation, administration and enforcement of the provisions of this code. It shall be the duty and responsibility of the Fire Chief as the designated Code Official to enforce the provisions of this Code.

F-103.3 Deputy
The Code Official is authorized to designate an employee as deputy who shall exercise all powers of the Code Official during the temporary absence or disability of the Code Official.

F-104.11.2 Open Buildings Due To Fire
The Code Official or his duly authorized representative is empowered to order the securing of fire damaged buildings. If the owners of the affected building are present, this order shall be given to them. If no owners or representatives of the building are present, the Code Official or his duly authorized representative may have the building secured. The expense of securing shall be a debt to the City from the responsible owner and shall be collected as any other debt to the City.

F-104.11.2.1 Compliance With Orders
A person shall not willfully fail or refuse to comply with any lawful order or direction of the Police or Fire Official or to interfere with the compliance attempts of another individual.
F-104.11.2.2 Authorized Emergency Vehicles/Equipment
A person shall not, without proper authorization from the Fire Official in charge of said Fire Department emergency equipment, cling to, attach himself to, climb upon or into, board or swing upon any Fire Department emergency vehicle, whether same is in motion or at rest, or sound the siren, horn, bell or other sound producing device thereon, or to manipulate or tamper with any levers, valves, switches, starting devices, brakes, pumps or any equipment or protective clothing on, or a part of, any Fire Department emergency vehicle.

F-104.11.2.3 Damage Or Injury To Fire Department Equipment Or Personnel
It shall be unlawful for any person to damage or deface, or conspire or attempt to damage or deface any Fire Department emergency vehicle at anytime, or to injure or conspire or attempt to injure Fire Department personnel while performing departmental duties.

F-104.11.4 Vehicles Crossing Fire Hose
A vehicle shall not be driven or propelled over any unprotected fire hose of the Fire Department when laid down on any street, alley way, private drive or any other vehicular roadway without consent of the Fire Official in command of said operations.

F-108 Appeals

F-108.2.1 Application
Any person shall have the right to appeal a decision of the Code Official to the Building Construction/Fire Prevention Board of Appeals. An application for appeal shall be based on a claim that the true intent of this Code, or the rules legally adopted there under, have been incorrectly interpreted, the provisions of the Code do not fully apply or an equally good or better method of fire prevention is proposed. The application shall be filed with the Building Official within twenty (20) days after the notice was served.

F-108.2.2 Appeals Process
Appeals to the Board may be taken by any person aggrieved by any decision or interpretation of the Code Official made under the provisions of this Code. The Board of Appeals for the Code shall be the City of Auburn Hills Building Code Construction Board of Appeals.

F-114 Restitution
When the Fire Department or any persons authorized to enforce this Ordinance are called to respond to any emergency or incident which was the result of a violation of federal, state or local regulation governing fire safety, or from gross negligence, the responsible person or entity shall reimburse the City of Auburn Hills for all costs incurred as a result of the emergency or incident.

F-114.1 Arson
In any case in which arson takes place, the person(s) convicted of that crime, or of any lesser charge, or by way of a plea bargain, shall be financially responsible for all costs of investigating, suppressing and overhaulng the fire and/or for any EMS service, for any board-up services and/or for any other security procedures performed by the City of Auburn Hills or their agents.

F-114.2 Hazardous Materials
In any case in which a hazardous material response is performed by the Auburn Hills Fire Department, or the Oakland County Hazardous Materials Response Team, the person(s) responsible for allowing the condition to occur and/or exist shall be responsible for the costs of any work and for clean-up work performed by the City of Auburn Hills or their agents. The term “hazardous material” as used in this section is defined in Chapter 50.
F-114.3 Special Response Unit
In any case where a Special Response Unit (SRU) is required, the person(s) responsible for the need for such unit to arrive at a call shall be financially responsible for the usage of such unit. A SRU carries special equipment for hazardous materials incidents, building collapse and/or elevated, confined and subterranean spaces and needs.

F-114.4 Alcohol and Drugs
In any case where abuse of alcohol or drugs can be proven to have contributed to the cause of the emergency response by the City of Auburn Hills or its agents, the person(s) proven to be on alcohol or drugs shall be financially responsible for the cost of any work performed by the City of Auburn Hills or its agents.

F-304.3.3 Dumpsters
Dumpsters shall be located a minimum of fifteen (15) feet from any building or structure. (Exception: dumpsters connected to a non-combustible compactor within a building or structure).

F-307 Burning

F-307.3.1 Bonfires
Bonfires shall be for ceremonial or special functions approved by the Code Official. A bonfire shall not be conducted within fifty (50) feet of a structure or combustible material unless the bonfire is contained in a barbecue pit or outdoor fireplace. Conditions which could cause a fire to spread within (50) feet of a structure shall be eliminated prior to ignition.

F-307.2 Permit Required
A permit shall be required from the Code Official for bonfires. Before burning occurs, a bonfire permit shall be obtained.

F-307.2.1 Revoking Permits
Permits may be revoked at the discretion of the Code Official.

F-307.2.2 Open Burning
Subject to the provisions of F-307.3.1, F-307.2 and F-307.2.2.1 open burning shall be allowed by the property owner on the owner’s property without prior notification to the Code Official for small quantities of leaf and brush burning, provided that such leaf and brush burning is not conducted within a public right of way. Open burning shall be permitted between the hours of dawn and dusk only.

F-307.2.2.1 Seasonal Dates for Open Burning
Days of burning are limited to Monday, Wednesday, Friday and Saturday only during the dates listed below.

a. Spring: May 1 through May 31
b. Fall: October 15 through November 30

F-307.2.2.2 Prohibited Burning
The Code Official shall prohibit open burning that will be offensive or objectionable due to smoke or odor emissions, and when atmospheric conditions or local circumstances make such fires hazardous.

The burning of trash, garbage, or construction materials shall not be permitted. Open burning shall be prohibited on commercial, industrial, multiple-family residential and mobile home properties. The Code Official shall order the extinguishment of any open burning which creates or adds to a hazardous or objectionable condition.
F-503 Fire Apparatus Access Roads

F-503.1 Fire Apparatus Access Roads Where Required
The Code Official shall require and designate public or private fire apparatus access roads as deemed necessary for the efficient and effective use of fire apparatus. Fire apparatus access roads shall be provided and maintained in accordance with the International Fire Code.

F-503.3 Marking
All fire apparatus access roads shall be conspicuously posted with uniform 'NO PARKING FIRE LANE’ signs in keeping with the standard established in the Michigan Manual of Traffic Control Devices, as revised, and as prescribed by the Code Official and erected on both sides of the fire apparatus access roads. Signs shall be erected no farther than one hundred (100) feet apart in all areas designated as fire apparatus access roads. Signs shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

F-503.7 Authority To Remove Obstructions
If any vehicle, trailer or other object is so located within a fire apparatus access road or at any other location prohibited by this Ordinance at a time the Fire Department is responding to an alarm which necessitates use of such fire apparatus access road and/or other said location, then any member of the City Police or Fire Department may move or cause same to be moved by any means necessary without liability for any damage being incurred by the City of Auburn Hills or any officer, agent or employee thereon.

F-506 Keyboxes

F-506.1 General
The Code Official may require a key box to be installed in an accessible location where access is necessary for life saving or to verify the existence of a fire or other emergency in those buildings equipped with or required to be equipped with automatic fire detection or automatic fire suppression systems or equipment. The Code Official may require a key box to be installed in an accessible location in strip malls or multi-tenant buildings that are not required to be equipped with an automatic fire detection or automatic fire suppression system.

F-506.3.3 Type, Contents, Installation
The key box shall be of a type approved by the Code Official, shall contain keys to gain necessary access as required by the Code Official and shall be installed in a manner approved by the Code Official. The City of Auburn Hills Police and Fire Department shall have possession of the only keys to the box. In the event the locks are changed for which keys are provided, the Fire Department shall be notified immediately. Emergency contact names and telephone numbers shall be provided for the key box.

F-506.3 Alarms
At the request of the owner or tenant, the Code Official shall permit a key box tamper switch connection to the building or fire alarm system.

F-507 Fire Hydrants

F-507.5.1 Installation
Fire hydrants shall be located at each intersection with intermediate hydrants so that they are not over three hundred (300) feet from the farthest point of any building and so that spacing between hydrants does not exceed three hundred (300) feet. The three hundred
(300) feet spacing between hydrants shall be scaled along paved streets or driveways of approved width and construction such as a piece of fire apparatus would travel in an emergency situation.

F-507.5.1.2 White Stripe
A high visibility white stripe shall be painted on the upper flange of all fire hydrants, public or private.

F-507.5.1.3 Steamer Caps
The four (4) inch steamer caps on all fire hydrants shall be painted according to the following:

- White on 4.00 inch mains
- Red on 6.00 inch mains
- Orange on 8.00 inch mains
- Green on 12.00 inch mains or larger

F-507.5.4 Blocking Fire Hydrants And Fire Department Connections
It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or Fire Department Connection. No parking shall be permitted and/or no obstruction shall be placed or constructed within fifteen (15) feet of any fire hydrant or Fire Department connection, public or private.

If, upon the expiration of time mentioned in a notice of violation, obstructions or encroachments are not removed, the Code Official shall proceed to remove the same. The expense incurred shall be a debt to the City from the responsible person, and, if necessary, the legal authority of the municipality shall institute appropriate action for recovering of such costs.

F-507.5.7 Hydrant Use Approval
A person shall not use or operate any fire hydrant intended for use of the Fire Department for fire suppression purposes unless such person first obtains permission and secures a permit for such use from the City of Auburn Hills Department of Public Works. This section shall not apply to the use of such hydrants by a person employed by and authorized to make such use by the water authority having jurisdiction.

F-604.7 Emergency Lighting Circuits
The electrical circuits controlling the emergency lighting, exit signs and alarm systems shall be properly labeled and secured in the “on” position.

F-901.2 Plan Reviews and Installations

F-901.1.1 Definition
Certified: a firm certified by the Michigan Department of Consumer and Industry Services to install and maintain fire alarm and/or suppression equipment/systems pursuant to Act 144 of the Public Acts of 1982, and with respect to the installation and maintenance of fire alarms and/or suppression equipment/systems in locations other than those set forth in Act 144 of the Public Acts of 1982, the firm and/or individual shall be licensed pursuant to the requirements of Act 192 of the Public Acts of 1984, as amended, and/or Act 217 of the Public Acts of 1956, as amended.

F-901.3.1 Review Fees
When at the discretion of the Code Official plans and specifications are reviewed by an outside consultant, the person or firm submitting the plans and specifications shall be responsible for the total consulting fees and administration charges as established by Resolution of the City Council. The Code Official shall select the consultant.
F-901.3.2 Certification Required
Any installation, testing, repair or maintenance of fire alarm or suppression systems required by this Code or the Building Code shall be performed only by a certified fire alarm or suppression firm and/or individual or by a firm and/or individual licensed pursuant to Act 192 of the Public Acts of 1984, as amended, and/or Act 217 of the Public Acts of 1956, as amended.

F-903.3.5 Water Supplies
Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. A minimum of ten (10) p.s.i. safety factor between the available water pressure and the sprinkler system demand shall be provided on all hydraulically calculated sprinkler systems. The potable water supply shall be protected against backflow in accordance with this section, the International Plumbing Code and the City of Auburn Hills Water Department standards.

F-903.3.7 Fire Department Connections
In any building or structure required to be equipped with a Fire Department connection, the connection shall be located within one hundred (100) feet of a fire hydrant and within fifty (50) feet of a minimum twenty (20) feet paved driveway or street. The location of the Fire Department Connection shall be approved by the Code Official.

F-903.3.7.1 Utilities
Gas meters, propane tanks, overhead electrical services and transformers shall not be located on the same side of the building or structure as the Fire Department connection unless a clear distance of one hundred fifty (150) feet can be maintained between the utilities and the Fire Department connection.

F-903.3.7.2 Fire Department Connection Type
All required Fire Department connections shall be equipped with a single 4” Storz connection with 30 degree downturn (exception: existing Siamese fire department connections).

F-903.3.7.3 Audio/Visual
A horn and white strobe light shall be installed directly above the Fire Department connection and shall be connected to the water flow alarm valve or water flow switch. A water flow alarm valve or water flow switch activation shall activate the horn and strobe.

F-906 Portable Fire Extinguishers

F-906.11 Sale of Defective Fire Extinguishers
A person shall not sell, trade, loan or give away any form, type or kind of fire extinguisher which is not approved by the Code Official, or which is not in proper working order, or the contents of which do not meet the requirements of the Code Official. The requirements of this section shall not apply to the sale, trade or exchange of obsolete or damaged equipment for junk, when said units are permanently disfigured or marked with permanent signs identifying the units as junk.
F-5601.2.4.3 Fireworks
The rules and regulations for outdoor fireworks displays shall be in accordance with NFPA 160, 58, 1123, 1126 and the Liquefied Petroleum Gas Rules, 1984 Edition, as promulgated by the State Fire Safety Board.

F-5601.2.4.4 Permit Required
A permit to conduct indoor or outdoor fireworks displays shall be required. The permit shall be obtained from the Code Official prior to the display. All applicable fees shall be submitted to the Auburn Hills Fire Department prior to the display. The permit fee shall be established by Resolution of the City Council.

F-5601.2.4.5 Indoor Pyrotechnics
The rules and regulations for indoor pyrotechnic displays shall be in accordance with NFPA 1126 and 160.

F-5701.1.1 Referenced Documents
The provisions of this chapter, The Michigan Mechanical Code and NFPA 30 and 30A listed in Chapter 45 shall apply to the storage, handling and processing of flammable and combustible liquids in addition to the requirements of Chapter 50. The Rules for Storage of Flammable and Combustible Liquids, as promulgated by the State Fire Safety Board, are hereby adopted by reference.

F-6101.1.1 Referenced Documents
The provisions of this chapter and NFPA 58 listed in Chapter 47 shall apply to equipment, process and operation for storage, use, handling, installation, and maintenance of liquefied petroleum gas in addition to the requirements of Chapter 50. The Liquefied Petroleum Gas Rules, 1984 Edition, as promulgated by the State Fire Safety Board are hereby adopted by reference.

ARTICLE II: HAZARDOUS MATERIALS DISCLOSURE AND PERMITTING

No business shall use, handle, store, possess and/or locate a hazardous material within the City of Auburn Hills without a Hazardous Materials Operating Permit issued pursuant to this Ordinance, the adopted Fire Code, Section 141 of Act 154, as amended, and Section 5p of the Michigan Fire Prevention Code (Act 207, as amended). All businesses shall complete and file a Business Information Form and Hazardous Materials Survey with the Fire Department, regardless of whether they have hazardous materials or not upon request of the Code Enforcement Official.

No business shall use, handle, store, possess and/or locate a hazardous material in quantities which meet or exceed the threshold amounts listed in the Department of Consumer and Industry Services, Michigan Office of Fire Safety - Bulletin No. 9 (Fire Department Hazardous Material Emergency Planning Responsibilities - Attachment B) and sections and tables referenced by section 105.6.20 of the Fire Code within the City of Auburn Hills without having first filed a Hazardous Materials Management Plan (HMMP) with the Code Enforcement Official. Where Bulletin No 9 and section 105.6.20 list different amounts, the more stringent requirement shall apply. The approved HMMP shall be followed at all times, including the event of any spill, discharge, seepage, runoff, or leakage of any hazardous materials.

A. In general, major elements of the HMMP include:
   1. General Facility Information
2. Emergency Notifications
3. Facility Evacuation Information
5. Hazardous Material Operating Procedures and Secondary Containment
6. Chemical Inventory
7. Standard Operating Procedure for Spill Cleanup
8. Floor plan and site plan of the facility

B. A Pollution Incident Prevention Plan (PIPP) expressly approved by the Waste Management Division (WMD) within the Michigan Department of Environmental Quality (MDEQ), under the authority of Part 31 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Act 451) shall be deemed to comply with the requirements of this section.

C. The HMMP shall be valid for five (5) years and renewed prior to expiration. However, an updated HMMP shall be filed for review and approval by the City whenever there is a change in the use, handling, storage, or amounts of any hazardous materials.

Section 38-53. Permit Database
The Code Enforcement Official shall maintain a database which includes the permit status of all businesses subject to this Article.

Section 38-54. Inspections.
The Code Enforcement Official or his staff shall inspect all structures and premises utilized by employers as often as may be necessary for the purpose of verifying the accuracy of the information provided under this Article and ascertaining whether there exist any violations of this Article or any other federal or state statutes, rules or regulations, or local ordinances relating to the use, storage, handling or disposal of hazardous materials, or other Fire Code violations. In those cases where the Code Enforcement Official observes or otherwise discovers violations of federal or state statutes, rules or regulations relating to the use, storage, handling or disposal of hazardous materials, such violations shall be reported to the appropriate federal or state agency authorized to enforce such statute, rule or regulations. In addition, the Code Enforcement Official may request the City Attorney, upon proper authorization, to commence the appropriate legal proceedings to ensure compliance with this Article.

Section 38-55. Penalties.
It shall be unlawful for a party, or any officer, director, or employee of a business to fail to comply with the provisions of this Article, or to misrepresent, falsify, conceal, destroy or fail to retain information necessary to comply with this Article. The dissolution of a corporation shall not discharge its directors, officers or employees from liability for such conduct.

Section 38-56. Fees.
Businesses subject to this Article shall pay a permit fee to the City of Auburn Hills, sufficient to cover the implementation of this Article, including expenses incurred by the Code Enforcement Official and his staff. The amount of the permit fee shall be established by resolution of the Auburn Hills City Council and shall be amended as necessary by the Auburn Hills City Council. Businesses that are delinquent in filing a permit application, paying the permit fee or both, shall be subject to late fees as established by resolution of the Auburn Hills City Council.

Section 2. Repealer.
Ordinance Number 728 and Ordinance Number 835 are hereby repealed. All other Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.
Except as otherwise provided in this Ordinance, any person, persons or entity violating any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction therefore, shall be punished by a fine of not more than $500 and costs of prosecution, or by imprisonment for not more than 90 days, or by both fine, costs and imprisonment at the discretion of the Court.

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  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  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 7  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 ____________, ______, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

ORDINANCE ADOPTED

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of Ordinance No. _____ adopted at a regular meeting of the City Council held on the ____ day of ____________, ______, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this _____ day of ____________, ______.

______________________________
Terri Kowal, City Clerk

______________________________
Kevin McDaniel, Mayor
CITY OF AUBURN HILLS
To: Mayor and City Council
From: Thomas A. Tanghe, Acting City Manager, Stephanie L. Carroll, Community Relations/Legislative Affairs
Submitted: January 21, 2015
Subject: Motion- Establish a Public Hearing Date for the Tax Increment Finance & Development Plan

INTRODUCTION AND HISTORY

We continue to make progress on the plans for the Downtown Development Authority. Meetings between Auburn Hills and Oakland County continuous and based on those discussions, our timeline is being moved out a bit.

The next step in the process is to set the date for the public hearing on the Tax Increment Financing and Development Plan.

The next steps in the process are outlined below:

- **8/11/14** DDA Public Hearing
- **10/10/14** Last day for external taxing jurisdictions to opt out
- **10/20/14** City Council amends the boundaries of the DDA, Board Members appointed (Board of Directors and Citizens Advisory), and public hearing set on TIF and Development Area Plan
- **4/27/2015** Public hearing on TIF and Development Area Plan
- **5/17/2015** Upon review, Citizens Advisory Council must notify City Council of findings and recommendations
- **5/18/2015** City Council makes a motion on Ordinance for the TIF and Development Area Plan

STAFF RECOMMENDATION

It is recommended that Council set a public hearing date of April 27, 2015, at 7:00 pm for the purpose of considering the adoption of the Development and Tax Increment Financing Plan for the Downtown Development Authority.

MOTION

Move to set a public hearing for April 27, 2015, at 7:00 p.m. for the purpose of considering the adoption of the Development and Tax Increment Financing Plan for the Downtown Development Authority.

I CONCUR:

Thomas A. Tanghe, City Manager
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Tyson Brown, President of the Historical Society
Submitted: November 17, 2014
Subject: Historical Marker for the Community Impact Church

INTRODUCTION AND HISTORY
The Auburn Hills Historical Society would like to present the request for a historical marker to be placed on the front of the Community Impact Church located at 3454 Auburn Rd., Auburn Hills, MI 48326. This building is historically significant as the oldest church in Auburn Hills. This building has continually operated as a church under various denominations since 1880. Please see the attached verbiage recommended for the signage.

In the past, DPW has constructed signs for the Historical Society. Please see the attached minute’s excerpt from the last sign that was constructed by DPW for the Historical Society in 2013.

STAFF RECOMMENDATION
Recommend that council approve signage to be made and displayed on the front of Community Impact Church located at 3454 Auburn Rd.

MOTION
Move to construct and install a historical marker as submitted by the Auburn Hills Historical committee.

I CONCUR:

Thomas A. Tanghe, City Manager
Historical Site

Mary James Smith otherwise known as “Mother Smith, was a tavern keeper until her Christian conversion. On July 8, 1879 she deeded this parcel of land to the Free Methodists Congregation. They had been holding their services in the old Academy School since 1874. Mother Smith also donated a building that was moved to the site for use as a parsonage.

In 1880 a church was built next to the parsonage. Reverend Edward Matthews conducted services in the new structure.

From 1914-1958 several remodeling projects took place. The church built a new parsonage in 1927. As of 2013 the original church building and the second parsonage remain on the site.

The Free Methodists relocated to a new building on Squirrel Road in 1967.

In 1968 the Friendly General Baptist Church of Pontiac purchased the building and began holding services at this location. Reverend Robert Garner, Jr. was the pastor. In 1972 the congregation changed their name to First General Baptist Church.

In 2013 Pastor Corey James and the Non-Denominational Community Impact Church purchased the building and began holding services.
The City of Auburn Hills  
City Council Meeting  
Minutes  

February 4, 2013

CALL TO ORDER: by Mayor McDonald at 7:00 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326

Present: Mayor McDonald, Mayor Pro Tem Hammond, Council Members Doyle, Kittle, Knight, McDaniel, Verbeke

Also Present: City Manager Auger, Assistant City Manager Tanghe, Director Olko, City Clerk Kowal, City Assessor Lohmeier, Community Development Director Cohen, Water Resource Coordinator Keenan, Deputy DPS Director Grice, Fieldstone Manager Marmion Economic Development Coordinator Renaud, City Attorney Beckerleg, City Engineer Juidici, Library Director McCoy, Manager of Public Utilities Jeff Herczeg.

19 Guests

5. APPOINTMENTS and PRESENTATIONS
5a. Designation of Historical Marker

Tyson Brown, President of the Auburn Hills Historical Society, explained there was a train station in downtown Auburn Hills as noted on the 1896 map. Its location was south of Primary and west of Grey Road along the Grand Trunk Railroad Air Line Division; which is now the Clinton River Trail. He presented two photos, one circa 1910, when the City was known as Amy and the other circa 1930 when the City was Auburn Heights. The depot remained until 1957. Continuing, Mr. Brown stated as with other historical markers in the City, they would like to continue with the same style, and offered an artist’s rendering of the proposed sign. He included a photo of where he proposed the sign to be erected, which would be seen from Primary and Grey Roads, as well as the new parking structure and the rail trail.

Mr. Brown explained Oakland County is in the process of creating a map depicting the County’s train history. The Auburn Hills information has been submitted to the County to be included on that historical map. This map will be fashioned similar to the Civil War map, which Auburn Hills is included. The Edward Johnson Underground Railroad House located on Shimmons Road, between Squirrel and Dexter Roads and the Civil War Veterans buried in the Aaron Webster Cemetery, are both included on the Civil War map.

Mr. Brown explained the historical society is requesting the City to produce and erect the historical marker, with the use of the digital artwork files. He believes it is beneficial for residents and visitors to know the history of the City; not every city had a depot, it brought trade in and out of the City. This shows Auburn Hills has always been a progressive society.

Mr. Beckerleg explained for Mayor McDonald, if the marker is owned by the Historical Society and placed on public property, then the City will have to grant the Historical Society an easement or a license; however, if the sign is owned by the City, nothing else needs to be done.

Mr. Brown noted the other signs are owned by the City.

Mayor McDonald stated the DPS sign shop has done the previous signs.

Mr. Knight believed the depot stood later than 1957; he moved into his house January 2, 1957 and believed that depot remained at the site for three or four years after he moved in. He asked how sure Mr. Brown was about the date and if the information was authenticated.
Mr. Brown stated he spoke with a family member that helped to remove the depot; his brother-in-law purchased the depot for $301.00 at an auction in 1956, the last year it was lived in. The following summer the depot was dismantled and used to build a house on Doris Road.

Mr. Brown noted the house was then removed from Doris Road and moved to Slocum.

Responding to Mr. Kittle, Mr. Brown stated it’s not sure which house on Slocum is the house that was removed from Doris to Slocum. There didn’t seem to be the need to do the extra research to determine which house was built from the depot building materials.

Ms. Doyle expressed her appreciation for the work the Historical Society is doing, asking how many members the Society currently has and how does one become involved.

Mr. Brown stated currently there are 18 members of the Society and they are always looking for more people. If anyone is interested in learning more, there is a link to the website that can be found by following the City’s website, then going to Government, then Committees, to Commissions, and Boards, then to Historical Society. There is also a face book page at Auburn Hills Historical Society, and the e-mail address is auburnhillshistory@yahoo.com. Meetings are held at Auburn Hills Public Library, the second Monday of each month at 7:00 p.m.

Moved by McDaniel; Seconded by Verbeke.

RESOLVED: To appoint appropriate staff to construct and install a historical marker as submitted by the Auburn Hills Historical committee.

VOTE: Yes: Doyle, Hammond, Kittle, Knight, McDaniel, McDonald, Verbeke

No: None

Motion Carried (7-0)

Resolution No. 13.02.014
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Doreen E. Olko, Chief of Police; Lt Ryan Gagnon, Operations Division Commander
Submitted: January 22, 2015
Subject: Motion – Purchase of Chrysler Durability Cars

INTRODUCTION AND HISTORY
For more than 10 years, the Police Department has participated in Chrysler’s Evaluation Fleet of police vehicles to conduct durability testing. Chrysler’s Evaluation Fleet places police vehicles in various cities around the country to test them under varying conditions. Chrysler takes data from the performance of the vehicles for their use in design and engineering. To participate in the durability testing, the City must purchase each individual test vehicle from Chrysler for $1 each; agree to use the vehicles as marked police fleet only and to agree that the vehicles are returned to Chrysler typically after approximately 2 years of use.

The Police Department currently has two 2013 Dodge Chargers which are durability vehicles that are scheduled to be returned this year. Chrysler contacted us with an opportunity to take possession of two new 2014 ½ model police pursuit durability vehicles in 2015. Chrysler also agreed that equipment inside of the current vehicles could be reused in the new vehicles, saving the city significant money by not having to purchase a rear seat and partition. The new vehicles are equipped with all emergency lights and controllers for the lights.

Much of the maintenance including oil changes, tire rotations, etc. is provided by Chrysler at their Quality Engineering Center on Executive Hills Blvd.

The new Chrysler Durability vehicles are:
2014 ½ Dodge Charger 5.7L/W5A580/2.65 Axle, VIN# 2C3CDXAT2EH143641
2014 ½ Dodge Charger 3.6L/W5A580/2.65 Axle, VIN# 2C3CDXAG0EH143642

An additional cost of $1,900.00 for each vehicle will be necessary to tear-down and up fit the vehicles with necessary equipment such as new computer mounts and gun locks.

City Attorney Derk Beckerleg has reviewed the agreement and finds it satisfactory from a legal standpoint.

STAFF RECOMMENDATION
Staff recommends the acceptance of this agreement for the purchase of two 2014 ½ Dodge Chargers from Chrysler to be used in the Police Department fleet.

MOTION
Move to approve the purchase of 2 Police Pursuit Dodge Charger Durability Vehicles for $1.00 each from FCA US LLC “Chrysler” and authorize the City Manager and City Clerk to sign the purchase agreement on behalf of the City.

I CONCUR: Thomas A. Tanghe, City Manager
VEHICLE AGREEMENT

This Agreement is entered into between FCA US LLC (“Chrysler”) whose address is 1000 Chrysler Drive, Auburn Hills, Michigan 48326 and the City of Auburn Hills (the “City”) whose address is 1827 North Squirrel Road, Auburn Hills, Michigan 48326.

RECITALS

WHEREAS, Chrysler needs vehicle data and performance information provided for each vehicle identified on Attachment A (“Vehicle”);

WHEREAS, the City agrees to provide the vehicle data and performance information that Chrysler needs relating to the Vehicle;

NOW, THEREFORE, in consideration of the covenants in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Chrysler and the City (together, the “Parties”) agree as follows:

1. **Purchase and Delivery of the Vehicle.** The City agrees to purchase the vehicle identified in Attachment A for one dollar ($1.00). The City agrees to take delivery of the Vehicle in an “as is” condition, with no warranties, on a mutually convenient day at a mutually convenient location. Title to the vehicle will be transferred to the City.

2. **Vehicle Test Evaluation.** The City shall provide Chrysler with access to the Vehicle to obtain data and performance information in the form, manner and timeframe requested by Chrysler. The City understands and agrees that vehicle data and performance information will regularly and continuously be wirelessly transmitted to Chrysler.

3. **Inspection.** Chrysler shall have the right to inspect the Vehicle at any time after providing the City with reasonable notice. Except as otherwise provided by law, data and performance information related to the Vehicle shall not be disclosed publicly or to any third parties without Chrysler's written approval.

4. **Condition and Maintenance of the Vehicle.** The City is responsible for bringing the Vehicle to the facility identified in Attachment A for routine maintenance as outlined in the service and maintenance instructions in the Owner’s Manual. These routine maintenance costs shall be Chrysler’s sole responsibility provided the Vehicle are (i) taken to the facility in Attachment A (or another mutually acceptable dealership) and (ii) the service and maintenance being conducted is routine. The City shall notify Chrysler within 24 hours of any non-routine maintenance activities or part failures that occur as a result of normal vehicle use. All original equipment parts that fail shall be disposed in the manner requested by Chrysler. For all non-original equipment parts, the
City will be responsible for determining the manner in which repairs are performed. The City agrees it will not modify any parts or software related to the engine, transmission or chassis including brakes, wheels, tires and suspension components; any parts or joining mechanisms (welds, joints, standard parts, etc.) of the body structure other than those which are unavoidable related to the installation of standard upfit equipment; and any elements of any safety related items (i.e. front seats and seat tracks, front seat belts, airbags, steering column, instrument panel structure, etc.) without written approval of Chrysler.

If the Vehicle is involved in an automobile accident, the City shall immediately contact Chrysler and make available to Chrysler all documents relating to the accident. No repair work shall be performed on the Vehicle without Chrysler’s written authorization and subject to Chrysler’s approval of a repair facility to perform the repair work. Payment for repairs subsequent to any automobile accident will be the sole responsibility of the City.

5. **Documents.** The City shall retain all documents related to the Vehicle for at least one year following the termination of this Agreement.

6. **Return of Vehicle.** Upon Chrysler’s written request and payment of the purchase price listed on the attached Invoice, the City agrees to return the Vehicles to a Chrysler designated destination within fifteen (15) days of such written request. The anticipated duration of this arrangement will be between 12 and 24 months.

7. **Taxes and Fees.** The City will pay all fees, taxes, expense costs, and charges applicable to its purchase of the Vehicle, including but not limited to expenses and fees for the Vehicle. The City is also responsible for obtaining any licenses, permits, certificates, and other authorizations as may be required by law or this Agreement. The City shall not have any liens or encumbrances placed on the Vehicle.

8. **Insurance.** The City will provide comprehensive automobile liability insurance, including property damage with per-occurrence minimum of $5,000,000 per person for bodily injury (including death) for the City’s use of the Vehicle. Chrysler may require the City to furnish evidence of the foregoing insurance, but failure to comply with these insurance requirements will not relieve the City of its liability and obligations under this clause. Chrysler’s action or inaction will not act as a waiver of any of Chrysler’s rights described in this clause.

9. **Indemnification.** Chrysler shall have no contractual liability under this Agreement for any additions or modifications to Vehicle performed by the City or its designee or any defect in the Vehicle arising out of, or caused by, the City or its designee’s negligence. the City shall indemnify and hold Chrysler, and Chrysler’s affiliates, customers and dealers, and their respective officers, directors, employees, agents, representatives, successors and assigns, harmless from liability and regulatory compliance issues (including non-compliance) in connection with the City or its
designee’s negligence. Chrysler shall have no responsibility or liability for any warranty or recalls due to vehicle safety, emissions or otherwise, resulting from any modification of the Vehicle. The City agrees to defend, indemnify, and hold harmless Chrysler and any and all of its affiliated companies, officers, directors, employees, sellers of Chrysler products, and their underwriters at interest, from any and all liability, including all costs and attorney’s fees, resulting from the City’s operation, modification or possession of the Vehicle, including but not limited to property damage or loss or personal injury or death related to the Vehicle. It is understood that the City shall provide Chrysler with any insurance proceeds the City receives in connection with the loss of a Vehicle. In the case of the loss of a vehicle, the City may request a replacement Vehicle and Chrysler will accept or deny such request at its sole discretion.

10. **Governmental and Contracts Requirements.** The City has reviewed this Agreement and determined that the City is permitted to accept use of the Vehicle under applicable laws, rules or other legal authorities that regulate gifts to governments or government entities, and the City’s use of the Vehicle avoids any conflicts of interests that would impair future procurements by the City from Chrysler.

11. **Invalidity.** If any portion of this Agreement is held invalid, it is agreed that the balance will continue in full legal force and effect.

12. **Successors and Assigns.** By signing below, the City understands and agrees that this Agreement will be binding upon the City and its agents, employees, heirs, beneficiaries, insurers, representatives, successors and permitted assigns. The City may not assign this Agreement in whole or in part without Chrysler's prior written consent.

13. **Waivers.** Failure by Chrysler at any time to enforce any of the provisions of this Agreement or any right that may arise as a result of a breach of this Agreement by the City, must not be construed as a waiver of any of Chrysler's rights, does not affect the validity of this Agreement or any part thereof, and does not prejudice Chrysler in regard to any subsequent action. Either party may expressly waive any of its rights under this Agreement only by an appropriate writing that specifically refers to the contractual right that is being expressly waived.

14. **Termination.** The term of this Agreement commences upon the date it is signed by the City and continues until all Vehicle have been returned to Chrysler in accordance with this Agreement. The City’s obligations under Sections 4, 5, 7, 8 and 9 of this Agreement survive termination, expiration, cancellation or non-renewal of this Agreement.

15. **Breach.** In the event of a breach of this Agreement by the City, Chrysler shall provide notice to the City of such breach. The City must cure such breach within seven (7) days of said notice. In the event the City does not cure the breach within thirty (30) days of notice of the breach, Chrysler may terminate this Agreement by
demanding the return of the Vehicle within 15 (fifteen) business days. In the event of any incurred breach of this Agreement by Chrysler, the City’s sole and exclusive remedy shall be to return the Vehicle to Chrysler.

16. **Entire Agreement/Conflict.** This Agreement constitutes the complete agreement between the City and Chrysler with respect to the use of the Vehicle(s) by the City and supersedes all prior agreements, purchase orders, proposals and other communications regarding the Vehicle. In the event of a conflict between this Agreement and any other subsequent agreement between the parties related to vehicle data and performance testing, the terms of this Agreement shall apply. This Agreement does not supersede any other agreement(s) unrelated to the Vehicle which remain fully in force.

17. **Amendments.** This Agreement can only be amended or modified in a writing signed by an authorized representative of each party.

18. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions and as if this Agreement had been fully performed therein.

19. **Authority.** The individual signing this Agreement on behalf of the City warrants to Chrysler Group that he or she has full authority to so sign.

20. **Failure to Comply with Agreement.** The City understands that failing to comply with the terms and conditions of this Agreement, including but not limited to providing vehicle data and performance information, will be considered a violation, or breach, of this Agreement.

21. **Notice.** Any notice, request, claim, demand or other communication to be given or delivered under or by reason of the provisions of this Agreement will be in writing and deemed to have been given when delivered personally or mailed by certified or registered mail, return receipt requested, and postage prepaid, to the recipient. Such noticed, demands and other communications will be sent as follows:

   (a) If to the City:

   Chief of Police Doreen Olko  
   Auburn Hills Police Dept.  
   1827 North Squirrel Road  
   Auburn Hills, Michigan 48326

   (b) If to Chrysler:

   Chrysler Group LLC  
   Attn: Katherine H. Trust, Office of the General Counsel  
   1000 Chrysler Drive
CIMS 485-13-65  
Auburn Hills, Michigan 48326  

or in any of the foregoing cases to such other address as such party may hereafter specify for such purpose by notice to the other parties referred to above.

20. **Execution.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

21. **Effective Date.** This Agreement shall become effective upon being executed by duly authorized representatives of the Parties as set forth below.

[Signatures begin on next page]

IN WITNESS WHEREOF, the City and Chrysler, by and through their authorized officers and representatives, have executed this Agreement as of the _____ day of ________________, 2015.

City of Auburn Hills  
By: __________________________ Date: ______
Its: City Manager

By: __________________________ Date: ______
Its: City Clerk

CHRYSLER GROUP LLC  
By: __________________________ Date: ______
Its: Law Enforcement VIR  
FCA US LLC.
Attachment A

The Vehicle:

City of Auburn Hills Police Department

2014.5 Dodge Charger 3.6L/W5A580/2.65 Axle 2C3CDXAG0EH143642

Preferred Service Location:

Facility Name: Chrysler Quality Engineering Center (QEC)
Attn: Lonnie Chestnut
248-451-5662

Address: 2021 Executive Hills Dr.
Auburn Hills, MI
DATE:

Re: Invoice for VIN 2C3CDXAG0EH143642

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<th>Description</th>
<th>Amount</th>
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</tr>
<tr>
<td>2014.5 Dodge Charger 3.6L/W5A580/2.65 Axle</td>
<td>$1.00</td>
</tr>
<tr>
<td>Shipping and Handling</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**TOTAL INVOICE**  
$1.00

Payable to (Terms: NET 30 DAYS):  
Chrysler Group LLC  
Attn: Neil Young, Jr.  
CIMS: 484-12-02  
800 Chrysler Dr  
Auburn Hills, MI 48326
VEHICLE AGREEMENT

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City will be responsible for determining the manner in which repairs are performed. The City agrees it will not modify any parts or software related to the engine, transmission or chassis including brakes, wheels, tires and suspension components; any parts or joining mechanisms (welds, joints, standard parts, etc.) of the body structure other than those which are unavoidable related to the installation of standard upfit equipment; and any elements of any safety related items (i.e. front seats and seat tracks, front seat belts, airbags, steering column, instrument panel structure, etc.) without written approval of Chrysler.

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11. Invalidity. If any portion of this Agreement is held invalid, it is agreed that the balance will continue in full legal force and effect.

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13. Waivers. Failure by Chrysler at any time to enforce any of the provisions of this Agreement or any right that may arise as a result of a breach of this Agreement by the City, must not be construed as a waiver of any of Chrysler’s rights, does not affect the validity of this Agreement or any part thereof, and does not prejudice Chrysler in regard to any subsequent action. Either party may expressly waive any of its rights under this Agreement only by an appropriate writing that specifically refers to the contractual right that is being expressly waived.

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20. **Failure to Comply with Agreement.** the City understands that failing to comply with the terms and conditions of this Agreement, including but not limited to providing vehicle data and performance information, will be considered a violation, or breach, of this Agreement

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(a) If to the City:

Chief of Police Doreen Olko
Auburn Hills Police Dept.
1827 North Squirrel Road
Auburn Hills, Michigan 48326

(b) If to Chrysler:

Chrysler Group LLC
Attn: Katherine H. Trust, Office of the General Counsel
1000 Chrysler Drive
or in any of the foregoing cases to such other address as such party may hereafter specify for such purpose by notice to the other parties referred to above.

20. **Execution.** This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

21. **Effective Date.** This Agreement shall become effective upon being executed by duly authorized representatives of the Parties as set forth below.

[Signatures begin on next page]

IN WITNESS WHEREOF, the City and Chrysler, by and through their authorized officers and representatives, have executed this Agreement as of the _____ day of ____________, 2015.

City of Auburn Hills

By: __________________________ Date: ______

Its: City Manager

By: __________________________ Date: ______

Its: City Clerk

CHRYSLER GROUP LLC

By: __________________________ Date: ______

Its: Law Enforcement VIR
FCA US LLC.
Attachment A

The Vehicle:
City of Auburn Hills Police Department

2014.5 Dodge Charger 5.7L/W5A580/2.65 Axle 2C3CDXAT2EH143641

Preferred Service Location:
Facility Name: Chrysler Quality Engineering Center (QEC)
Attn: Lonnie Chestnut
248-451-5662

Address: 2021 Executive Hills Dr.
Auburn Hills, MI
DATE:

Re: Invoice for VIN 2C3CDXAT2EH143641

VIN 2C3CDXAT2EH143641
2014.5 Dodge Charger 5.7L/W5A580/2.65 Axle $ 1.00

Subtotal $ 1.00
Shipping and Handling 0.00

TOTAL INVOICE $ 1.00

Payable to (Terms: NET 30 DAYS): Chrysler Group LLC
Attn: Neil Young, Jr.
CIMS: 484-12-02
800 Chrysler Dr
Auburn Hills, MI 48326
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and Dan Brisson, Manager of Fleet and Roads.
Submitted: January 19, 2015
Subject: ITB-CAH-112014-001 Chrysler Vehicle Purchase. REVISED (01/19/15)

INTRODUCTION AND HISTORY
The 2015 Fleet Budget includes the replacement of 16 light duty trucks, SUV and passenger vehicles; three for police patrol, five detective vehicles, three fire department, one parks & recreation, three for DPW and one for the motor pool. A replacement schedule with detail is attached for Council’s review. Of the 16 vehicles being replaced, 15 models were selected that are manufactured by Chrysler. The one remaining vehicle is a Chevrolet police patrol full size SUV that is being presented as a separate agenda item this evening.

The DPW explored local dealership purchasing and commercial leasing options as a comparison to the currently used purchase program offered by the State of Michigan (MI-Deal). DPW staff met with Enterprise Fleet Management to discuss leasing options where Enterprise presented and recommended a pre-pay 60 month commercial open-lease program. The Enterprise program would use their large purchasing volume to provide the vehicle and dispose of it on the users behalf at the end of the lease term. For an additional cost, maintenance can be included in the lease price. The DPW provided Enterprise with vehicle specific information for the budgeted 2015 vehicle purchases and Enterprise responded with lease pricing for 12 of the 16 vehicles. The remaining four vehicles were not offered for lease due to the use of the vehicle (3 for police duty, one for DPW up fitted with a lift crane). Enterprise pricing came in on average 90.25% of the MI-Deal purchase cost. Other than police patrol vehicles, the Fleet Division retains fleet vehicles longer than 5 years which indicates that leasing at this time would not be as cost effective as purchasing from MI-Deal and selling using the MITN program.

Finance reviewed the leasing option and concurs with the DPW recommendation to purchase this year’s vehicles.

In an effort to build a service and sales relationship with a local dealership, an invitation to bid was offered to four dealerships of varying size in close proximity to the City. On December 11th the City Clerk’s Office received one bid from Milosch’s Palace Chrysler Dodge Jeep in Lake Orion for a total bid price of $ 434,469.00. Pricing from the State of Michigan MI-Deal Program for the originally planned 15 Chrysler Vehicles is $ 429,670.00. Total cost for the REVISE Chrysler vehicles is $ 398,415.00. Cost comparison worksheets are attached for Council’s review.

STAFF RECOMMENDATION
The DPW was hoping the pricing from local dealerships would be competitive with the MI-Deal program in order to build a service relationship. Discussing the no bid submission with a couple of the local dealers indicated they chose not to bid because they could not compete with the State pricing program. Based on lowest qualified bid, the DPW recommends the City award the purchase of fifteen Chrysler vehicles via the MI-Deal program from Snethkamp Lansing Dodge, Inc. in the amount of $ 397,325.00. $ 398,415.00.

MOTION
Move to approve the purchase of fifteen Chrysler Vehicles from Snethkamp Lansing Dodge, Inc., 6131 S. Pennsylvania Ave., Lansing, Michigan 48911 in the amount of $ 398,415.00. Funding is provided from Fleet account 661-442-981.000.

I CONCUR: THOMAS A. TANGHE, CITY MANAGER
<table>
<thead>
<tr>
<th>VEH</th>
<th>DESCRIPTION</th>
<th>DEPT</th>
<th>SZOTT DODGE HIGHLAND,MI</th>
<th>GOLLING CJD BLOOMFIELD,MI</th>
<th>SOUTHFIELD CDJ SOUTHWICH,MI</th>
<th>MILOSCH CDJ ORION,MI</th>
<th>MI-DEAL SNETHKAMP CDJ LANSING,MI</th>
<th>ENTERPRISE OPEN 60-MO LEASE</th>
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<tr>
<td>1</td>
<td>CHARGER PURSUIT  RWD V8</td>
<td>POLICE</td>
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<td>$25,495</td>
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<tr>
<td>3</td>
<td>DURANGO SSV  AWD V8</td>
<td>FIRE</td>
<td>$31,275</td>
<td>$31,710</td>
<td>$27,742.51</td>
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<tr>
<td>4</td>
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<td>FIRE</td>
<td>$31,275</td>
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* Enterprise Lease bid does not include PLOW ($6200)
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* Enterprise Lease bid does not include PLOW ($6200)
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<th>Budget Vehicle ID</th>
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<th>Vehicle Description</th>
<th>Miles Dec 14</th>
<th>2015 Budgeted</th>
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<td>1 P563 P563</td>
<td>12 Charger Patrol</td>
<td>12 Charger Patrol</td>
<td>54,000</td>
<td>$32,500</td>
<td>2015 Charger Patrol</td>
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<td>Replace with same police package</td>
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<td>2 P564 P564</td>
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<td>2015 Charger Patrol</td>
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<td>3 P544 P544</td>
<td>09 Chevrolet Tahoe SSV</td>
<td>2015 Chevrolet Tahoe SSV</td>
<td>86,000</td>
<td>$35,000</td>
<td>2015 Chevrolet Tahoe SSV</td>
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<td>4 P501 P501</td>
<td>08 Charger SE V6 Black</td>
<td>2015 Ram 1500 Quad 4x4 V6</td>
<td>96,000</td>
<td>$25,000</td>
<td>2015 Ram 1500 Quad 4x4 V6</td>
<td>Black</td>
<td>Reassign 2013 Ram from Deputy Chief to Detective</td>
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<td>5 P502 P502</td>
<td>08 Charger SE V6 Black</td>
<td>2015 Cherokee 4X4</td>
<td>96,000</td>
<td>$25,000</td>
<td>2015 Cherokee 4X4</td>
<td>Granite</td>
<td>To Lieutant Shared</td>
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<td>08 Charger SE V6 Titanium</td>
<td>2015 Dodge Journey</td>
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<td>To Detective</td>
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<td>08 Charger SE V6 Silver</td>
<td>2015 Chrysler 200</td>
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<td>2015 Chrysler 200</td>
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<td>9 F200 F200</td>
<td>09 Durango SLT V8 4X4 Blk</td>
<td>2015 Durango SSV V8 AWD</td>
<td>96,000</td>
<td>$25,000</td>
<td>2015 Durango SSV V8 AWD</td>
<td>Granite</td>
<td>To Fire Chief</td>
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<td>10 F201 F201</td>
<td>09 Durango SLT V8 4X4 Grey</td>
<td>2015 Durango SSV V8 AWD</td>
<td>113,000</td>
<td>$25,000</td>
<td>2015 Durango SSV V8 AWD</td>
<td>Silver</td>
<td>To Assistant Fire Chief</td>
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<td>11 F204 F204</td>
<td>04 Dodge Dakota Quad 4x4</td>
<td>15 Ram 1500 SLT Quad V6 4x4</td>
<td>87,000</td>
<td>$25,000</td>
<td>15 Ram 1500 SLT Quad V6 4x4</td>
<td>Red</td>
<td>To Fire Inspector. Closest current model match to existing.</td>
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<tr>
<td>12 F221</td>
<td>Already sold in 2012</td>
<td>Fire Apparatus</td>
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<td>Fire Apparatus</td>
<td>Council approved 9/22/14</td>
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<td>13 R600 R600</td>
<td>07 Ford Ranger V6 4X4 White</td>
<td>15 Ram 1500 Reg Cab V6 4x4</td>
<td>75,000</td>
<td>$30,000</td>
<td>15 Ram 1500 Reg Cab V6 4x4</td>
<td>White</td>
<td>To Recreation (Park Ranger) with no plow. Reassign 07 Ranger to Downtown DPW Custodian</td>
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<tr>
<td>14 D439 D439</td>
<td>03 Dodge Ram 2500 w/plow</td>
<td>15 Ram 2500 Crew w/ plow</td>
<td>115,000</td>
<td>$32,000</td>
<td>15 Ram 2500 Crew w/ plow</td>
<td>White</td>
<td>To DPW Crew Leader</td>
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<td>15 D435 D436</td>
<td>01 Chev Van w/ Utility</td>
<td>15 Ram Promaster w/ shelfing</td>
<td>74,000</td>
<td>$55,000</td>
<td>15 Ram Promaster w/ shelfing</td>
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<td>Add ladder rack and interior shelving package</td>
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<td>16 D440 D440</td>
<td>03 F550 Utility w/ Crane</td>
<td>15 Ram S550 w/ crane &amp; body</td>
<td>88,000</td>
<td>$90,000</td>
<td>15 Ram S550 w/ crane &amp; body</td>
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<td>07 Chev Diesel w/ Crane</td>
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<td>2 for one with D440 and D442</td>
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<tr>
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<td>03 Sterling Dump w/ Spreader</td>
<td>Freightliner w dump &amp; wing</td>
<td>54,000</td>
<td>$235,000</td>
<td>Freightliner w dump &amp; wing</td>
<td>Orange</td>
<td>Replacement winter ops truck with wing plow</td>
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<td>18 M300 M300</td>
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<td>15 Dodge Gr Caravan SXT</td>
<td>85,000</td>
<td>$25,000</td>
<td>15 Dodge Gr Caravan SXT</td>
<td>Granite</td>
<td>Replacement to Comm Ctr./ Brown 300 back to DPW Pool</td>
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<tr>
<td>19 --- E120</td>
<td>08 Husler Zero Turn 60° Mower</td>
<td>815hrs</td>
<td>$12,000</td>
<td>Hustler Zero Turn 60° Mower</td>
<td>Check current inventory/age vs. 2015 lawn cutting demands</td>
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<tr>
<td>20 E1159 E1159</td>
<td>03 Cat Loader 938G</td>
<td>5316 HRS</td>
<td>$175,000</td>
<td>Loader same size</td>
<td>Current health report indicates move to 2016 and re-evaluate</td>
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<td>21 --- ---</td>
<td>07 GVM Brine Maker Manual</td>
<td>NA</td>
<td>$150,000</td>
<td>Henderson Brine Xtreme Auto</td>
<td>Replacement Automated Brine Maker</td>
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<tr>
<td>22 --- ---</td>
<td>Six propane upfit kits</td>
<td>$20,000</td>
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<td>Six propane upfit kits</td>
<td>To be determined based on current fuel costs (1.235/gallon)</td>
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</table>
Meeting Date: January 26, 2015

Agenda Item No. 9d.

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager and Dan Brisson, Manager of Fleet and Roads.

Submitted: January 19, 2015

Subject: Purchase of Crane Body and Service Crane.

Introduction and History

Budgeted from the 2015 Fleet Operations Budget is $90,000.00 to replace a 2004 Ford F550 4X4 with service body and lift crane and a 2007 Chevrolet 2500 4X4 with service body and lift crane for the Water & Sewer Division. The DPW has evaluated the current demand for a service truck equipped with a lift crane and decided one truck comparably equipped to the F550 adequately suits the Division's needs for lift station, hydrant and water main repairs. The current F550 has 90,000 miles and the service body has rust issues. The 2007 Chevrolet has 85,000 miles and is too light-duty to be the stand-alone service crane for the Water and Sewer Division. The F550 meets the replacement model criteria and the Chevrolet will meet replacement model criteria this year assuming current usage.

The replacement cab/chassis is part of the 15 Chrysler Vehicle purchase presented to Council as a separate agenda item this evening. This is part two of the purchase request for the crane service body, lift crane and installation on a provided cab/chassis.

Research of crane service bodies and lift cranes indicates our present vendor, Cannon Truck Equipment, can provide service equipment that meets the DPW Water and Sewer Division needs. Cannon Truck Equipment provided pricing utilizing the State of Michigan MI-DEAL purchasing program. Attached is specifications and pricing for a Palfinger Field Service Crane, nine foot galanneal steel crane service body and installation for a price of $36,789.00.

Staff Recommendation

Cannon Truck Equipment based out of Shelby Township has built crane trucks and aerial lift trucks for the City in the past. All three aerial trucks and one crane body currently in service were purchased and built by Cannon. They currently provide the OSHA required annual aerial lift inspection and testing as well as service the equipment when needed. Service support from Cannon has been excellent. The DPW recommends Council approve the purchase of one service body and lift crane from Cannon Truck Equipment.

Motion

Move to approve the purchase of one Crane Service Body, Lift Crane and installation from Cannon Truck Equipment, 51761 Danview Technology Court, Shelby Twp., MI 48315 in the amount of $36,789.00. Funding is provided from Fleet Machinery & Equipment account 661-442-977.000.

I CONCUR: 

Thomas A. Tanghe, City Manager
Customer: 1496  
CITY OF AUBURN HILLS  
DEPARTMENT OF PUBLIC SERV  
1500 BROWN ROAD  
AUBURN HILLS, MI 48326

Contact: DAN  
Phone: 248-391-3777  
Fax: 248-391-4895

10/09/14: Quote Date  
11/08/14: Expire Date  
N30: Terms  
: Delivery

MI-DEAL CONTRACT #07122200263

FURNISH AND INSTALL

1) PALFINGER PSC3216 ELECTRIC TELESCOPIC MECHANIC FIELD SERVICE CRANE
   - CONTINUOUS ROTATION
   -16' REACH CAPABILITY
   -4,000 LB VERTICAL LIFT CAPACITY
   -DOUBLE ACTING CYLINDERS WITH INTEGRATED LOAD HOLDING VALVES ON ALL
     CYLINDERS
   -THREE SPOOL REMOTE CONTROL VALVE
   -HYDRAULIC OVERLOAD SHUTDOWN SYSTEM
   -RADIO REMOTE CONTROL
   -DECALS
   -CRANE HOOK
   -LOAD LINE BLOCK
   -WHITE AND BLACK FINISH PAINT AND CRANE TIE DOWN BOLT KIT
   -ADJUSTABLE POSITION BOOM SUPPORT 16.5" HIGH TO 25.5" HIGH
   *** WORK LIGHT AT END OF BOOM

1) 9' HEAVY DUTY GALVANIZED STEEL CRANE BODY WITH RIGHT REAR CRANE MOUNTING
   COMPARTMENT
   - BODY COMPARTMENTS TO COME WITH STANDARD SHELVING
   - 14" DOUBLE PANEL TAILGATE
   - TWO (2) GRAB HANDLES
   - 21" WORKBENCH BUMPER WITH THROUGH COMPARTMENT
   - 5/16" PLATE WORK SURFACES AND INTEGRATED HITCH RECEIVER TUBE
   - 7 WIRE FLAT TRAILER PLUG
   - FULLY INTEGRATED AND SEALED AUTOMOTIVE STYLE HARNESS KIT AND ELECTRICAL
     SYSTEM WITH EASY ACCESS POWER DISTRIBUTION PANEL
   - FMVSS 108 LED LIGHT & REFLECTOR KIT
   - ENTRYPY BODY ELECTRO COAT (E-COAT) PRIMER
   - COMPARTMENTS PAINTED WITH MULTICOLOR INTERIOR SPRAY FINISH
   - UNDERSTRUCTURE AND BOTTOM OF COMPARTMENTS UNDERCOATED
   - MANUAL OUTRIGGERS
   - MASTER LOCKING SYSTEM
   - BOOM SUPPORT MOUNTING BRACKET
   - 3/4 AULUMINUM ROCK GUARD

*** CONTINUED NEXT PAGE ***
Customer: 1496  
CITY OF AUBURN HILLS  
DEPARTMENT OF PUBLIC SERV  
1500 BROWN ROAD  
AUBURN HILLS, MI 48326

Contact: DAN  
Phone: 248-391-3777  
Fax: 248-391-4895

- BACK UP ALARM

SAFETY KIT
- 5% FIRE EXTINGUISHER & TRIANGLE REFLECTOR KIT

MTLC LINER
- MILITARY GRADE SPRAY LINER APPLIED TO CARGO FLOOR AREA, SIDES, COMPARTMENT TOPS, BULKHEAD, TAIL SHELF AND TAILGATE

BODY ADDITIONAL LIGHT OPTIONS INCLUDED:
- INTERIOR ROPE LIGHTING IN 6 COMPARTMENTS (CRANE BOX HAS INTEGRAL LIGHT)
- 12V FLOOD LIGHT KIT (FIVE LIGHTS) TWO MOUNTED AT REAR OF BODY & TWO MOUNTED AT FRONT OF BODY INCLUDES HARNESS & ONE AT BOOM END
- (4) LED AMBER STROBE LIGHTS 2 GRILL MOUNTED AND 2 REAR OF BODY

INVERTER
- INVERTER 3,000 WATTS
- MOUNTING TBD

FOLDING SCENE LIGHT MOUNTING TBD
- SPECTRA SCENE LIGHT

HI-DEAL CONTRACT PRICE.......................... $ 36,799.00

THANK YOU,

CURT ANDERSON

QUOTE ACCEPTED AS AN ORDER ____________________ DATE ______________ TRUCK INFO: ____________________

GOODS ARE SOLD ONLY WITH SUCH WARRANTIES AS MAY BE EXTENDED BY MANUFACTURER OF THE PRODUCT. WE MAKE NO OTHER WARRANTY & THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY. SALES TAX NOT INCLUDED IN ABOVE PRICE.
January 11, 2015

Chief, Auburn Hills Police Department
Auburn Hills, MI

Dear Sir:

On January 8, 2015, I placed a call to 911 because I had tried for 5 hours to get my front door opened, but it seemed frozen shut. I could not get out of my house. I apologized to the 911 operator if this was not considered an emergency call, but I had no where else to turn to free myself. She was very kind and said she would send an officer to my home. Within a short time, an officer knocked at the door. I opened a window to speak to him. I explained that my front door would not open. I also told him the storm door was latched, but the bottom screen could be removed to get to the latch.

The officer removed the screen and shouldered the door opened. He could have walked away at this point, but he didn’t. He told me to close the door and see if I could open it. To my surprise, I could not. He examined the door and saw that it was not ice but a problem with the door sill which was catching on either end. He said the door needed to be raised.

He could have left at this point, but he didn’t. He checked my ID and asked if I had any tools. All I had were pliers, a slot screwdriver and a hammer. He took the hammer and beat the sill at each end. This caused the door to close smoothly. I could open and close it without it catching on the sill.

The officer could have left then, but he not only put the screen back in the way it should have been installed, he also refitted the top glass as well. Then he replaced a missing screw and tightened the others. When Officer Jason Van left, not only was my door operational, but the storm door and frame was more secure as well. Only then did he go.

I can’t say enough wonderful things about Office Jason Van. He was a tall, well built man, neat and looking every bit an officer in his uniform, winter jacket and knit cap. He was patient, polite and friendly. He was a true public servant and Good Samaritan. He could have opened the door and left, but he stayed to make sure that I would be ok after he left. He didn’t see my color -- black- or my age -- 72. He saw a citizen in need and gave his very best. I will always be grateful to Officer Van and the Auburn Hills PD.

Sincerely,

Patricia Robinson-West
Officer Jason,

With heartfelt appreciation for the thoughtfulness you’ve shown.

Thanks again and again.

God bless you,

Pat Riehle
Auburn Hills Police hardly goes unnoticed

Posted: Jan 14, 2015 5:02 PM EST
Updated: Jan 14, 2015 5:12 PM EST

Sometimes, police officers don't get the credit they deserve. Across the cities of Metro Detroit and the entire country, they protect and serve. But it's not all speeding tickets and catching the bad guys, that's what one Auburn Hills woman learned and is now spreading the word.

The anonymous woman wrote to the Auburn Hills Police Chief on January 11 and she told this story:

It was Thursday, January 8. As all of the Detroit area and the state was frozen, the Auburn Hills woman was trapped in her own home. She wrote that she had tried for five hours to get free but her door seemed to be frozen shut. It wouldn't be that strange, after all we were under a wind chill advisory and a snow storm would blow in that night, bringing about three inches of fresh snow to Michigan.

She tried and tried but had no luck. After five hours, she called 911. She wrote that she apologized because it was likely not considered an emergency but she had nowhere else to turn. Instead of turning her away, the dispatcher sent an officer out to check on the woman.

Officer Jayson VanLandelgham was tabbed with the call. He knocked on the door and the woman was able to open a window and explain the issue. She said that the storm door was latched but the officer could remove the screen to get to the latch. He did that then shouldered the door open.

Then he stuck around.

The officer tested the problem with the woman. He had her close it and it stuck again. He took a look and told her it was not ice but a problem with the door. He told her it needed to be raised.

He still stuck around.

He verified her ID and asked about tools. She said all she had were pliers, a slot screwdriver and a hammer. He hammered at the sill so the door would close and open smoothly. Then Officer VanLandelgham worked on the storm door he had taken the screen off of.

She said he refitted the top glass, replaced a missing screw, and tightened the others. She writes that not only was the door operational, it was more secure.

Only then, the officer left.

In her letter, she wrapped her story with this: "I can't say enough wonderful things about the officer. He was a tall, well built man, neat and looking every bit an officer in his uniform, winter jacket and knit cap. He was patient, polite and friendly. He was a true public servant and Good Samaritan, he could have opened the door and left, but he stayed to make sure that I would be ok after he left. He didn't see my color - black or my age - 72. He saw a citizen in need and gave his very best. I will always be grateful to the [the officer] and the Auburn Hills PD."

Auburn Hills Police Chief Doreen Olko posted the story on Tuesday. She wrote that she appreciated the woman's time to share what happened. She also wrote this about the officer: "we are proud of Officer VanLandelgham and his willingness to take a few minutes to help out a person in need in an unexpected way."

Read more from the Auburn Hills Police Department and the entire letter here.

RECOMMENDED VIDEOS

Sponsored by Taboola
Hear from Auburn Hills Mayor Kevin McDaniel and other community leaders, as they share the vision for one of Michigan’s most dynamic cities!

January 22, 2015
The Palace of Auburn Hills
Pistons VIP Lounge  8:00 - 10:00 am

Tickets:
$35 for Members
$45 for Non-Members
(Add $5 to each ticket after January 12. Includes breakfast.)

To Register:
Call 248.853.7862 or visit auburnhillschamber.com
It's shark week at Sea Life Michigan aquarium in Great Lakes Crossing

Loading Photo Gallery

William E. Ketchum III | wketchum@mlive.com By William E. Ketchum III | wketchum@mlive.com

Follow on Twitter

on January 08, 2015 at 3:46 PM, updated January 08, 2015 at 3:48 PM

AUBURN HILLS, MI — The first full week of the new year was shark week at Great Lakes Crossing Outlets in Auburn Hills as half a dozen sharks were released into the soon-to-be-open Sea Life Michigan aquarium Thursday, Jan. 8.

Sea Life Michigan welcomed six small sharks -- one nurse shark, two bonnethead sharks, and three blacknose sharks -- into its waters in preparation for its upcoming grand opening on Thursday, Jan. 29.

The blacknose and bonnethead sharks were put into the aquarium's ocean tank, which is 3.5 meters deep. They joined dozens of tropical marine fish (snappers, tangs, grunts, trigger fish, angel fish, and butterfly fish), a moray eel, stingrays and cownose rays. The nurse shark was put into a different tank.

Debbie Gibb, marketing manager at Sea Life Michigan, said the sharks had been on the road since Wednesday morning, when they were put into tanks that sat in insulated transport trucks in Marathon, Fla. The tanks were personally supervised during the length of the ride, Gibb said.

Sea Life Michigan Curator Lucy Handel said they make sure the sharks are safe and comfortable by ensuring the transport tank and their new home in Auburn Hills have the same temperatures. Once the truck arrived, the sharks were carried into the building on stretchers that hold water so they aren't completely dry. They're then released into the tank.

"We want to make sure (the temperatures) are absolutely matching to make sure there's no stressing for the animals," Handel said. She added that the sharks are naturally in warm, tropical saltwater areas such as the Pacific Ocean, the Florida Keys, and the Red Sea.

After they arrive in the new tank, water from the rest of the aquarium is pumped into the tank to help the sharks and the other creatures acclimate to the new environment, and to make sure the temperature and acidic levels are consistent.
Sea Life Michigan is "in crunch time of getting all our creatures and getting them acclimated to their new habitats" in time for the Jan. 29 grand opening, Gibb said. Within the next week, the aquarium will welcome black reef sharks, pacific octopus, a jellyfish tank and a turtle exhibit.

The 35,000-square foot aquarium will house about 150,000 gallons of water, more than 5,000 creatures and 250 species of sea creatures. The area will include a 180-degree underwater ocean tunnel, and interactive touch pools so people can touch sea stars, urchins and other creatures.

Sea Life Michigan tickets are available at www.visitsealife.com/michigan/buy-tickets at pre-opening rates of $17.50 for a one-day pass for visitors age 3 and older (children age 2 and under are free), $54 for an individual annual pass, and $200 for an annual pass for a family of four with $50 for each additional family member.

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Owners of The Palace of Auburn Hills, home to the NBA’s Detroit Pistons, feel the time is right to attract a corporate partner to purchase naming rights for the arena and other possible promotion.

The northern Oakland County sports and entertainment arena opened 26 years ago, but has remained one of the industry’s few venues without a corporate naming sponsor.

The homes of the Detroit Tigers and the Detroit Lions, neighbors in downtown Detroit, each featured brand names upon their opening around the turn of the century. Joe Louis Arena, longtime home to the Detroit Red Wings, is also without a naming sponsor, but recent reports indicate the franchise’s owners intend to sell the rights to planned new stadium not far from Comerica Park and Ford Field.

Late Pistons owner Bill Davidson moved the team from the Pontiac Silverdome to Auburn Hills in 1988 to his privately-funded stadium, which cost $70 million. Since that time, the name has remained the same and the arena is still widely considered one of the best in the business.

Current Pistons owner Tom Gores, who purchased the team, The Palace and its operating arm, Palace Sports and Entertainment in 2011, has since spent at least $50 million in upgrades, including $40 million in recent renovations.

It was reported at the time of the transaction The Palace’s new owners were seeking a naming sponsor, but PS&E president and chief operating officer Dennis Mannion said earlier this week the timing just wasn’t right.

“To stay competitive, that’s an important source of revenue,” he said. “I didn’t think we were ready for that. … The $40 million we’ve put into (the arena), it’s firing on all cylinders. We’re ready now.”

A decline in the value of naming rights deals, the condition of the arena and needed improvements in operations were red flags at the time, Mannion added.

There is no estimated timetable to establish a corporate partnership, but Mannion said PS&E would like to have a deal in place within the next one to two years.
While a value is still to be determined through negotiations, Mannion declined to estimate how much revenue such a deal could earn for PS&E, but noted they would be seeking the industry standard or more.

Naming rights would provide “a decent financial punch” to the company’s bottom line, which, in turn, can improve the products and services PS&E offers, he said.

Naming rights deals are reportedly worth tens of millions of dollars and can last a period of several years, even decades. The Palace is looking for a partnership “north of 10 years,” Mannion hinted.

That being the case, he said his team will perform due diligence to ensure a sustainable partnership is found.

“These deals happen very methodically,” he said. “There’s a lot to discuss.”

Some companies have expressed “kicking the tires” interest in recent years, Mannion added, some of which is still being considered.

Mannion has experience brokering corporate sponsorships, having worked “front and center” with M&T Bank as it sought a deal to plaster its name across the home of the Baltimore Ravens.

Which companies would be good suitors?

Mannion said the PS&E team is working to determine which industries to target for a potential partnership and could not specify any companies The Palace would like to work with. He did say, though, the naming rights process has expanded in recent years from looking at retail partners to include many industries.

“It’s wide open,” he said. “It’s a matter of taste.”

PS&E is currently in the “sourcing” phase, Mannion said, noting the company is currently identifying local, regional and national corporations to pursue.

“Detroit is a thriving city with a lot of panache,” he said.

Oakland University associate professor of marketing and international business Janell Townsend said a deal would have the greatest impact locally for a company, but would offer some national recognition.

Because The Palace is a multi-purpose arena, hosting concerts and family events, it could be worth more to a potential partner because of the increased exposure, Townsend said.

“It’s going to be different than stadiums primarily used just for sports,” she said. “There could be value for a broader corporate name.”

Automotive companies seem to many like a natural fit for the marquee.

“How about Chrysler?” Oakland County Executive L. Brooks Patterson said. “They’re having a good year.
“We have enough corporations in Oakland County of substantial size and capital available. … I can tell you one name that won’t be on The Palace – Quicken Loans.”

Townsend added it would be unrealistic for a healthcare company to jump into the ring.

The aspiring company would likely need a geographic connection but also desire national recognition, she added.

What’s in a name?

“The Palace” has a national ring that resonates,” Mannion said. “It’s an iconic name.”

The full name, though, is another element subject to negotiation. Would the future title incorporate “The Palace”? What about its home city?

Including Auburn Hills in the stadium’s name was part of the original development deal with the city, and officials are hopeful The Palace’s owners reflect on their relationship when drafting a new name.

“The city makes no assumptions that naming rights in some way removes the words ‘Auburn Hills’ from any new title,” Mayor Kevin McDaniel said in a statement. “As the hometown of The Palace and having had a successful and highly cooperative 28-year relationship with The Palace, we assume that Palace management will continue to consider that relationship in any decision that they make regarding a change in their name.”

Mannion said it’s possible a new name uses both elements of The Palace and the city and a transition phase could be used to allow everyone to get accustomed to the change.

A name change for Palace Sports and Entertainment is also possible, he added.

How a name is created is as important as the name itself, Townsend said. The new title needs to make sense and not be difficult to pronounce.

“I’m not sure corporations think of it from that standpoint,” she said.

One regional example of a name change nightmare is PS&E’s own DTE Energy Music Theatre, the Clarkston-area amphitheater formerly known as Pine Knob.

“They made it such a tongue-twister,” she said. “By adding ‘energy’ they made it too difficult to say.”

Long held associations to pre-existing venue names can make it difficult for stadium owners looking to incorporate a new partner, Townsend added.

“Can you imagine if people had tried to rename Tiger Stadium to Comerica Park?” she said. “It was just accepted when the new stadium came.”

Staying put in the suburbs

Every so often, the topic of moving the Pistons back to downtown Detroit arises, but the team’s owners have not publicly expressed interest in relocating.
Oakland County Executive L. Brooks Patterson said a lengthy corporate sponsorship is a sign Gores intends to keep the team in northern Oakland County, potentially for decades.

“If they sell the rights to a company out here, that’s a strategic investment for that company,” he said. “I don’t see them moving downtown, or if they do, I’m sure there’s an escape clause for the advertiser. (Gores) wants to keep his money out here. This is where his company is and where his customers are.”

Mannion said PS&E is “very committed” to Auburn Hills, and although Gores is not the type to ignore change, “our focus is solely on The Palace staying in Auburn Hills.”


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Sharks arrive at Great Lakes mall

SEA LIFE Michigan Aquarium opens Jan. 29

By Dustin Blitchok
dustin.blitchok@oakpress.com
@SincerelyDustin on Twitter

AUBURN HILLS » Five sharks were greeted by children with a sign reading “Welcome to your new home” Thursday as they swam into saltwater at the soon-to-open SEA LIFE Michigan Aquarium after an overnight drive from Florida.

Five nurse, bonnethead and blacknose sharks were carried by stretcher from a semi that transported them from Marathon, Florida, to the 120,000-gallon main tank at SEA LIFE Michigan Aquarium. The 35,000-square-foot aquarium, Michigan’s largest, is set to open at Great Lakes Crossing Outlets on Jan. 29.

“IT’s always one of the highlights of my job when I see the animals go in, settle and really thrive in their environment,” said Curator Lucy Handel.

Three aquarists checked the temperature and salinity of the sharks’ water during the 24-hour

Online: For a related video,
TOUT.COM/US/SINCERELYDUSTIN.

A blacknose shark swims in the 120,000-gallon saltwater tank at SEA LIFE Michigan Aquarium in Auburn Hills on Thursday after being transported overnight from Marathon, Fla.

DUSTIN BLitchok — THE OAKLAND PRESS
OU medical students collect supplies for the homeless

By Diana Dillaber Murray
diana.dillaber@oakpress.com
@ddillyphar on Twitter

Future doctors at Oakland University William Beaumont Medical School have been collecting first-aid supplies for the homeless who look for refuge in these frigid temperatures at the South Oakland Shelter.

The supplies will be presented to the Lathrup Village Shelter today in honor of Martin Luther King. The shelter is one of the partners in the South Oakland Shelter (SOS).

For 29 years, SOS has worked with partner congregations to provide temporary lodging and supportive services that help homeless individuals and families break the cycle of hopelessness and live independently.

Leaders of the organization work to prevent hopelessness. Besides providing shelter, they help individuals and families to find housing and to prepare for and find employment.

To donate or get more information, visit southoaklandshelter.org.

AUBURN HILLS

911 Dispatch Academy program offered

The Oakland Police Academy in Auburn Hills is offering Michigan's original 911 Dispatch Academy's session, from March 24 thru May 7.

The seven-week academy cost is $2,180 and consists of 168 training hours, including "hands-on" 911 Dispatching simulation training. Anyone may apply.

Orientation is free but mandatory to enroll in the academy. You need only to attend one of the following dates:
• Wednesday, Jan. 28 at 6:30 p.m.
• Wednesday, Feb. 4 at 6:30 p.m.
• Thursday, Feb. 5, at 10:00 a.m.

Orientations will be held at the Oakland Community College (OCC) Auburn Hills Campus, CREST Center 2900 Featherstone Rd, Auburn Hills, MI 48326. Registration is required as there are limited seats available.

Call 248-232-4220 to reserve your seat.

— Staff writer Pamela Smith
Faurecia shows off new auto tech

By Dustin Blitchok
dustin.blitchok@oakpress.com;
@SincerelyDustin on Twitter

DETROIT » With automakers in need of lighter, more efficient materials to meet stricter fuel economy standards, one of the largest suppliers has embraced the philosophy of “Less is More.”

Faurecia, the French auto supplier that’s the seventh-largest globally, is displaying nearly three dozen weight- and fuel-saving exhaust, interior and structural components at the North American International Auto Show.

The company recently invested $30 million in new North American headquarters in Auburn Hills and employs about 4,000 people in Michigan and 100,000 globally.

The efficiency of automotive parts has evolved in small steps, but with a government goal of increasing average fuel economy standards to 45 mpg by 2025, what’s needed is a design revolution, said Faurecia engineer Charles Shappell.

“Evolutionary steps don’t get us there anymore,” he said.

A diesel emissions system designed by the supplier weighs 20 percent less than a traditional model, while a system that recycles heat from the exhaust to a vehicle’s coolant improves fuel efficiency by 7 percent.

A technique called “braze welding” produces exhaust pipes that are .6 mm thick, rather than the 1.5 mm pipes produced by MIG welding. The new pipes are already in use by some European automakers.

Tech » PAGES

FROM PAGE 1

Another efficiency trend among automakers is the use of engines with smaller displacements and transmissions with more gears — as many as seven to nine — that peak at lower rpm levels than in the past.

“They want to drive the speed down as low as they can,” Shappell said.

Since engine and exhaust noise tends to be deeper and louder at lower rpm, Faurecia has designed exhaust valve technology that destroys low-frequency noise.

The valves are in use in General Motors’ full-size trucks, such as the Chevrolet Silverado and Suburban and GMC Sierra and Yukon.

On the flipside, the supplier also makes exhaust components that increase noise for vehicles such as the BMW 328i, which uses a four-cylinder engine in its lineup where a throatier V6 once stood.

The four-cylinder has the same or more power, but not quite the same sound, so Faurecia’s Exhaust Dynamic Sound Technologies adds a speaker system that can make the four-cylinder bark like a V6 or V8.

The company is also a leader in the production of carbon fiber and other composite materials, and sits on the board of Oak Ridge National Laboratories, a science lab managed by the U.S. Department of Energy.

An Aston Martin DBS roof was on display at Faurecia’s space at the Crowne Plaza Pontchartrain Detroit.

The panel, in a twill pattern with a clearcoat treatment, is stronger than its steel counterpart, said senior account manager Dawn Dorsch.

Nearby, a trunk floor made out of a glass-and-epoxy composite showed a lighter alternative to the same panel rendered in steel.

In the 2015 Ford Mustang, Faurecia’s Active Glove Box has replaced the knee-impact air bag by integrating a bladder into the glove box’s inner and outer panels that weighs less than a traditional air bag.

Faurecia was awarded the Society of Plastics Engineers’ Innovation Award in the safety category and grand award for the Active Glove Box.

The design is also a finalist in the upcoming Automotive News PACE Awards, said Pat Williams, Faurecia’s sales manager for the Mustang.

Engineer Shappell said lightweight materials can be more costly, but the need for lighter, more efficient vehicles means new materials are often cost-effective for automakers.

“All of a sudden, this technology makes a lot of sense.”

Pat Williams, Faurecia North America’s sales manager for the Ford Mustang, stands with a Mustang dashboard that includes Faurecia components such as the Active Glove Box.
Continental Takes a Lead Role as the Tier One Strategic Partner for the 2015 SAE World Congress

- Continental partners with Honda, the event's Executive Leadership sponsor

- Exhibits will showcase Continental's leading innovations under the theme, "The Power of Intelligent Mobility"

- Three Continental executives and innovation experts will participate in industry leading discussions

AUBURN HILLS, Mich., Jan. 14, 2015 /PRNewswire/ -- Continental, a leading international automotive supplier, will serve as the Tier One Strategic Partner for the SAE 2015 World Congress, which takes place April 21-23, 2015, at COBO Center in Detroit. As the Tier One Strategic Partner, Continental will support Honda as the Executive Leadership sponsor at the engineering profession's preeminent three-day event themed "Leading Mobility Innovation."

"As Honda's Tier One Strategic Partner, our goal is to help support SAE to inspire the industry and motivate engineers, professionals and students to shape the future of mobility," said Samir Salman, CEO of Continental North America. "SAE World Congress brings together some of the most influential and inspiring minds to discuss the most critical mobility issues facing the automotive industry today. Our participation will showcase our commitment to leading innovative technologies inspiring the power of intelligent mobility."

SAE World Congress attracts more than 10,000 engineers annually from around the world, with more than 1,000 technical papers presented by leading automotive industry professionals. This is Continental's first time participating as a Tier One Strategic Partner.

Continental's exhibit (booth #427) will carry the company's "The Power of Intelligent Mobility" innovation theme. In addition, three Continental executives will participate in leading panel discussions during the event:

- Helmut Matschi, Member of the Executive Board, Interior Division – Providing the SAE World Congress morning session keynote speech on April 23, 2015, from 8:30-9:30 a.m.
- Seval Oz, CEO of Continental Intelligent Transportation Systems, LLC – Participating in the AVL Technology Leadership Panel discussion on "The Future of Mobility Innovation" being held Thursday, April 23, 2015, from 9:45-11:45 a.m. in the AVL Technology Leadership Center.
Continental Takes a Lead Role as the Tier One Strategic Partner... -- AUBURN HILLS, ...

- Kregg Wiggins, Senior Vice President, Powertrain Division, North America – Participating in the AVL Technology Leadership Panel discussion about "Innovation in Powertrain Technology to Achieve 2025 Requirements & Beyond" being held Wednesday, April 22, 2015, from 1:30-3:30 p.m. in the AVL Technology Leadership Center.
- Steffen Linkenbach, Head of Systems and Technology, North America – Participating in the AVL Technology Leadership Panel discussion regarding "The Autonomous Vehicle Race" Tuesday, April 21, 2015, from 9:30-11:30 a.m. in the AVL Technology Leadership Center.

Continental already is demonstrating its power of intelligent mobility as three of its product innovations were named as finalists in the 2015 Automotive News PACE (Premier Automotive Suppliers' Contribution to Excellence) Award program. This marks the seventh year Continental has had entries advance as finalists. Continental's 2015 finalist innovations are:

- Turbocharger with Aluminum Turbine Housing – Continental created the world’s first turbocharger with a water-cooled aluminum turbine housing for passenger car application.
- Bare Die High-Density-Interconnect (BD-HDI) Printed Circuit Board Substrate Technology for Transmission Electronics – The BD-HDI is a new substrate technology platform for transmission control units, which replaces previous ceramic solutions with significantly improved technical and cost performances.
- Multi-application Unified Sensor Element (MUSE) – Continental's industry-first MUSE design integrates multiple sensor functionalities into one unified element.

Continental continues to drive the development of pioneering innovations for the transportation of tomorrow. The company is putting together an international team of innovators from the IT and automotive industries focusing on intelligent mobility. The new business unit, called "Continental Intelligent Transportation Systems, LLC," is headquartered in Silicon Valley, Calif., and headed by Seval Oz, an expert in vehicle networking and automation. In her previous role she worked on Google's self-driving car project.

Updates on Continental and its automotive industry activities and developments are available on Twitter at @ContiPressNA (https://twitter.com/contipressna) and Facebook at www.facebook.com/contipress (http://www.facebook.com/contipress). More information about the 2015 SAE World Congress can be found at www.sae.org/congress (http://www.sae.org/congress).

Continental develops intelligent technologies for transporting people and their goods. As a reliable partner, the international automotive supplier, tire manufacturer, and industrial partner provides sustainable, safe, comfortable, individual, and affordable solutions. In 2014, the corporation generated preliminary sales of approximately €34.5 billion with its five divisions, Chassis & Safety, Interior, Powertrain, Tire, and ContiTech. Continental employs more than 190,000 people in 49 countries.

Links

www.continental-automotive.com (http://www.continental-automotive.com/)

Online Media Database: www.mediacenter.continental-corporation.com
(http://www.mediacenter.continental-corporation.com/)

SOURCE Continental

Gores visits Pistons — and is smiling this time around

BY VINCENT GOODWILL
The Detroit News

Auburn Hills — Pistons owner Tom Gores had a wide grin as he came to check on his investment for the first time since Thanksgiving.

In the third quarter Wednesday, as appears to be his custom, he threw T-shirts into The Palace crowd from midcourt, attempting to show off some athletic prowess of his own.

As the Pistons built a 17-point lead at the end of the first half, well on their way to winning their 22nd game out of 15, he addressed the team's shocking turnaround from an awful start.

"I'm surprised about that. It's one of those things you can't calculate," he said. "I'm not shocked because I know Stan (Van Gundy) is a great coach. It's a tribute to our team. If you look at our 5-23 start, there wasn't a lot of games where we just quit. We just couldn't finish. I feel great about where we are."

The process arguably started when he decided to cut a huge check to send Josh Smith away on Dec. 22, as the franchise used the Stretch Provision to cut Smith from the roster and to lessen the nearly $40 million remaining on his contract.

Gores said he and Van Gundy, the Pistons' coach and president, collaborated on the move for over a month. He isn't harboring many regrets about making such a bold gesture.

"Stan and I, even before he first came on, we talked about the future and building the future," Gores said. "And he didn't just call me one day saying this is what we have to do. Josh was a great talent but we had so many other great talents on the team and we really needed the ball in their hands."

"So as much as a lot of people think this decision was made overnight, it was made over a month-and-a-half. We just weren't delivering. We weren't getting it done, we weren't winning. It was a process."

With several more wins and a few thousand more fans in the seats, Gores sounded like a man who was satisfied with himself — and, for the first time in a long time, he wasn't issuing "playoffs or else" edicts.

Van Gundy himself confessed he'd begun to lose faith in his coaching acumen with the slow start, but Gores issued the most emphatic statement of support to anyone he's hired or inherited since taking over the team nearly four years ago.

"Never. You got that on the record? Never," Gores said when asked if he'd questioned the hire at some point. "We have an amazing guy and I'm so glad we got him in Detroit."

"I'm proud of Stan for not giving up. I'm just happy we're delivering something to Detroit. It's everything I wanted to do from the start."

As for the playoffs, Gores' words were measured but his eyes couldn't hide the excitement of potentially hosting a postseason series for the first time since 2009.

"I think Stan is coaching our players to play a game at a time," Gores said. "You can't get ahead of yourself."
Auburn Hills-based supplier Henniges pursued by Asian companies

By Zijing Wu and David Welch
Bloomberg News

Aviation Industry Corp. of China, the nation’s biggest aerospace company, is among bidders pursuing an acquisition of Auburn Hills-based U.S. car-parts maker Henniges Automotive Holdings Inc., people with knowledge of the matter said.

State-owned AVIC, based in Beijing, could pay about $1 billion for Henniges, said two of the people, who asked not to be identified discussing private information. Other Asian companies have also looked at a purchase of Henniges, the people said, without naming them.

A deal would follow AVIC’s 2011 purchase of a controlling stake in Nexteer Automotive Group Ltd., the Saginaw-based maker of steering and driveline products formerly owned by General Motors Co. Henniges produces sealing and anti-vibration systems used in vehicles from Ford Motor Co., Audi AG and Honda Motor Co., according to its website.

The company is owned by Littlejohn & Co., the Greenwich, Conn.-based private-equity firm run by Michael Klein. AVIC media affairs representatives in Beijing didn’t answer phone calls and an email seeking comment. Chris Tofalli, a spokesman for Littlejohn at Chris Tofalli Public Relations LLC, said he couldn’t immediately comment.

Henniges employs more than 6,500 workers at its operations in North America, Europe and China, according to its website. Its products include seals that attach to the car hood and doors to prevent water and air from getting inside the vehicle, as well as anti-vibration systems, encapsulated glass and rubber components.

The company said in February last year it bought full control of its Chinese joint venture as it seeks to boost sales in emerging markets. The Chinese unit makes products for customers including Shanghai Volkswagen Automotive Co., the local venture of the top-selling foreign carmaker in China, and FAW Car Co., an arm of the nation’s oldest automobile manufacturer.

It also supplies parts for a global General Motors Co. program, its website shows.

With assistance from Clement Tan in Hong Kong.