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<th>Date</th>
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<td>City Council Workshop, 5:30 p.m., Council Conference Room</td>
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<td>01</td>
<td>City Council, 7:00 p.m., Council Chamber</td>
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<td>08</td>
<td>Tax Incentive Review Committee, 5:30 p.m., Admin Conference Room</td>
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<td>Board of Review, 11:00 a.m., Admin Conference Room</td>
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<td>Tax Increment Finance Authority, 4:00 p.m., Admin Conference Room</td>
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<td>Library Board, 5:00 p.m., Library</td>
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<td>Zoning Board of Appeals, 7:00 p.m., Council Chamber</td>
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<td>17</td>
<td>Pension and RHC – Special Meeting, 9:00 am, Admin Conference Room</td>
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<td>18</td>
<td>Planning Commission, 7:00 p.m., Council Chamber</td>
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- City Council Chamber (Conf. Rm.) – 1827 N. Squirrel Road
- Administrative Conference Room – 1827 N. Squirrel Road
- Public Safety Building – 1899 N. Squirrel Road
- Community Center – 1827 N. Squirrel Road
- Department of Public Services (DPS) – 1500 Brown Road
- Fieldstone Golf Course - 1984 Taylor Road
- Library - 3400 Seyburn Drive
- Downtown City Offices – 3395 Auburn Road, Suite A
- University Center, 3350 Auburn Road, Main Floor, Classroom AHUC-02
AGENDA

The City of Auburn Hills
Regular City Council Meeting
Workshop 5:30 p.m.*
Monday, December 1, 2014 ♦ 7:00 p.m.

Council Chamber ♦ 1827 N. Squirrel Road ♦ Auburn Hills MI
248-370-9402 ♦ www.auburnhills.org

5:30 p.m. Workshop – Munetrix

1. MEETING CALLED TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL OF COUNCIL
4. APPROVAL OF MINUTES
   4a. City Council Meeting of November 17, 2014
   4b. City Council Workshop – November 10, 2014
   4c. City Council Special Meeting – November 24, 2014
5. APPOINTMENTS AND PRESENTATIONS
   5a. Oath of Office for Sergeant Brandon Hollenbeck
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. Motion – Rodwan Consulting Valuation Analysis for Deputy Director/Police Hardesty
   7b. Motion – Approve the Amended Inter-Local Agreement for the Troy Special Investigations Unit
   7c. Motion – Approve the Amended-South Oakland County Crash Investigation Team Inter-Local Agreement
   7d. Motion – Adopt Resolution Designating the Position of Fire Chief as the Liaison to the Oakland County Emergency Management Coordinator
8. OLD BUSINESS
   8a. Motion – Set a Public Hearing for December 15th for the Amended Brownfield Plan for 3250 Auburn Road (Burton-Katzman, LLC Project).
9. NEW BUSINESS
   9a. Public Hearing/Motion – Community Development Block Grant (CDBG) for 2015
   9b. Motion – Approve the Renewal of Property and Liability Coverages Policies
   9c. Motion – Approve the Logicalis IT Support Agreement
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: by Mayor Pro Tem Kittle at 7:03 p.m.

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

Present: Mayor Pro Tem Kittle, Council Members Burmeister, Hammond, Knight, Mitchell, Verbeke

Absent: Mayor McDaniel

Also Present: City Manager Tanghe, Assistant City Manager Grice, Director Olko, City Clerk Kowal, DPW Director Melchert, Deputy DPW Director Herczeg, IT Director Cagle, City Attorney Beckerleg, City Engineer Stevens, Management Assistant Mariuz.

2 Guests

4. APPROVAL OF MINUTES

4a. Regular Council Meeting – November 10, 2014

Mr. Knight asked that his comments reflect the fact that ‘he understands it’s pending, he doesn’t have a problem with it, because he knows the data is available and Mr. Kittle explained what people want to know how much taxes are not being collected’.

Moved by Knight; Seconded by Mitchell.

RESOLVED: To approve the November 10, 2014 regular Council minutes with changes as requested by Mr. Knight.

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

No: None

Motion Carried (6-0)

Resolution No. 14.11.223

5. APPOINTMENTS AND PRESENTATIONS - none

6. PUBLIC COMMENT – none

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


Moved by Knight; Seconded by Verbeke.

RESOLVED: To approve the Consent Agenda.

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

No: None

Motion Carried (6-0)

Resolution No. 14.11.224

8. OLD BUSINESS

8a. Motion – Acceptance of MDOT Contract # 14-5530, I-75 / University Drive Diverging Diamond Interchange Project

Mr. Melchert noted a new MDOT contract was received late this afternoon and the yellow highlights on the contract note the changes from the original contract included in the packet. (The yellow highlights denote deletions and green
highlights are an addition.) The amounts in the latest copy reflect decreases; City Attorney Beckerleg has reviewed the contract and finds it satisfactory from a legal standpoint.

Mr. Melchert explained the reason for the decreased amount is because of the City paying part of the $4 million for the engineering services earlier in the year. The bids will be opened by MDOT, December 3, 2014.

Moved by Knight, Seconded by Burmeister.

RESOLVED: To accept the MDOT Contract # 14-5530, I-75 / University Drive Diverging Diamond Interchange Project with the understanding that the City’s TIFA shall contribute a maximum of $4 million to the project and that $815,445.00 of that $4 million has already been spent to date, leaving the maximum future contribution to the project at the not-to-exceed amount of $3,184,555.00.

Mr. Knight asked if this is the final motion the State needs for the project to proceed in the spring.

Mr. Melchert believes this is the final document needing Council’s approval to get the project moving. The bid should be awarded in March.

Mr. Tanghe noted it isn’t present practice to make changes to an agenda item the night of the meeting, however, the original contract did not definitively reflect the City already spending $815,446. The City requested the amount previously spent by the City be included in the contract, as part of the $4 million that will be spent in total by the City.

Mr. Kittle is very appreciative of the aerial view graphic of the interchange and how the traffic will flow. Education of how the traffic will flow is crucial for the drivers, since there is no local comparison of such an interchange.

Mr. Knight asked if this is the final motion the State needs for the project to proceed in the spring.

Mr. Melchert has made the same presentation that was made at the public hearing to the Optimist groups and the presentation is available for viewing.

VOTE: Yes: Burmeister, Hammond, Kittle, Knight, Mitchell, Verbeke
No: None Motion Carried (6-0)

Resolution No. 14.11.225

9. NEW BUSINESS
9a. Motion – Approve SAN Bid

Mr. Cagle confirmed for Mr. Knight this new unit will replace the old and is also larger and more efficient to accommodate expansion, as well as repurposing the old unit for disaster recovery. So this one unit will resolve many issues.

Mr. Cagle explained the storage unit is needed to operate the virtual servers; a server without needing the server hardware. The SAN creates a server, without having an actual server in place; example if BS&A makes updates their system and the City’s current server were no longer able to meet the minimum requirements, a virtual server can be created on the new SAN; if a new server had to be purchased it would cost around $9,000. The SAN saves money, by not needing to purchase other servers. Currently there are 26 servers within the City’s network, and 19 of those servers are virtual. With the current SAN, if additional servers were needed, there isn't the space to add more, and even with added hard drives, the SAN’s current IOPS would slow all the other systems down considerably. Regarding disaster backup, currently there is backup in place; however, if a catastrophic event took place such as the pipes bursting and ruining each server, tapes would be used to restore information. The problem with restoring from tapes, is only one tape at a time can be used, which would take quite a long time. The plan is to have the old SAN moved to another building where a backup would be done every night and if needed, a restore could be done in a matter of days instead of more than a week.

Mr. Knight asked when the capacity of the new SAN would reach its maximum and how additional space could be added.

Mr. Cagle stated a new chassis, or shelf, can be added if needed. Currently the shelf that is being considered has 24 slots for hard drives, but only eight of those slots will be used. Once the additional spaces are being used, another shelf can be added, at a cost of approximately $6,000. He doesn't believe that will be necessary for at least the next five years, based on the current rate of growth. This proposed SAN purchase should last for at least a decade or more, providing all the technology doesn’t change; this will be running all of the City’s servers. This solution will also provide redundancy; if a physical host server fails, there will only be a lag in performance but zero down time.

Mr. Knight thanked Mr. Cagle for the detailed report including the explanation of the large cost difference between bidders.

Ms. Mitchell echoed Mr. Knight’s comments regarding the thoroughness and explanations, particularly the benefits associated with this system. She asked if there are any drawbacks with the system.

Mr. Cagle explained HP is not new to the SAN, but is making significant strides in innovative technology which puts them ahead. He doesn’t see any negative drawbacks to the City. There will be no changes to the security of this system; all the technology is behind the current firewalls.

Ms. Verbeke stated she is pleased with the disaster recovery plan and asked if there is anything else that should be done.

Mr. Cagle stated the planned disaster recovery plan is a good one; he learned from another who had experienced the water damage scenario and started thinking on how to proceed, resulting in the proposed purchase this evening.
Ms. Verbeke asked if the information can be retrieved remotely if unable to access the building.

Mr. Cagle explained if a building was demolished in the instance of a tornado, all new servers would have to be purchased and using the SAN, located in another location, most everything could be up and running within a few days of receiving the new servers.

Responding to Ms. Verbeke, Mr. Cagle stated, there is not a written plan in place; however, he can write a plan. Disaster recovery plans can be altered, depending on the disaster, the location and to the degree.

Mr. Kittie asked if Logicalis is getting into the server and SAN end of the business.

Mr. Cagle explained this SAN is an HP product that hosts virtual servers, allowing the capacity for not only having virtual servers, but to allow many people to access them at the same time. There is minimum waste of RAM and processing speed using the virtual server, as opposed to an actual server.

Mr. Kittie asked if the Cloud or others have been investigated for a virtual server.

Mr. Cagle stated that is the direction this is headed, however, there are still security issues with the Cloud.

Mr. Kittie believed BS&A was a web based service.

Mr. Cagle stated part is, taxes are web based, but the financial package is on the City server.

Moved by Verbeke; Seconded by Hammond.

RESOLVED: To approve the purchase of the storage area network from Logicalis for a total cost of $44,598.18 from GL# 101-883-985.00.

VOTE: Yes: Burmeister, Hammond, Kittie, Knight, Mitchell, Verbeke

No: None

Motion Carried (6-0)

Resolution No. 14.11.226

10. COMMENTS AND MOTIONS FROM COUNCIL

Ms. Hammond:

- Congratulated Mr. Juidici on the birth of his son.
- Thanked DPW for removing the plant obstructions near the clock intersection, making the vision sight line much better.
- There have been more complaints about speeders on Waukegan.
  Director Olko stated the Department is aware of the problem and has been working on it.
  Ms. Hammond asked if a patrol car can be present near the tennis courts prior to the start of school.
  Director Olko said she will take a look.

Mr. Knight:

- Appreciates the update he received regarding Featherstone; and also appreciates the more detailed reports for the Council packet agenda items.
- Is not pleased with the microphones, noting some speakers cut in-and-out and others don’t, but it also depends on how closely the microphones are spoken into.
- He has a copy of some ideas for the burning ordinance making people more responsible while burning. He asked Council to review what he has proposed and add or comment on his suggestions. The purpose is to get people to be responsible burning and nail the rednecks who don’t want to obey.

Mr. Burmeister:

- He too has heard complaints of speeders on Waukegan, but has been told some of those are teachers. He asked Director Olko if the School Police Liaison could have a discussion with the teachers.
  Director Olko stated she would relay the message.

 Ms. Verbeke:

- Wished everyone a happy and safe Thanksgiving.

Mr. Kittie:

- Noticed the LED light conversion and was able to drive Squirrel Road without his headlights on (inadvertently) this evening.
- Wished everyone a happy Thanksgiving and noted the Christmas tree lighting is December 5th.

11. CITY ATTORNEY’S REPORT – none

12. CITY MANAGER’S REPORT

- Regarding the microphones, Mr. Cagle was quite a distance from the microphone was the reason he couldn’t be easily heard. The microphones must be talked directly into; a new type of microphone wouldn’t react any
differently. The speaker must lean into the microphone and talk directly, and not move around looking in other directions, resulting in the mouth no longer being directly in front of the microphone. These microphones are very expensive.

Mr. Knight noted his church microphones can project sound without being directly in front of them and if these microphones are replaced, he would like an option with better range.

- Wished all a happy and safe Thanksgiving.
- Though the calendar states differently, the next City Council meeting is December 1st.

13. ADJOURNMENT
The meeting adjourned at 7:48 pm.

______________________________    ______________________________
Kevin R. McDaniel, Mayor     Terri Kowal, City Clerk
CALL TO ORDER: by Mayor McDaniel at 5:30 p.m.
LOCATION: City Council Chamber, 1827 N. Squirrel Road, Auburn Hills, MI 48326
Present: Mayor McDaniel, Mayor Pro Tem Kittle (arrived 6:00 pm), Council Members Burmeister, Hammond, Knight, Mitchell, Verbeke
Absent: None
Also Present: City Manager Tanghe, Acting Assistant City Manager Grice, Director of Public Safety – Police Chief Olko, Deputy Director, Fire – Manning, City Clerk Kowal, Community Development Director Cohen, Senior Director Adcock, City Manager Assistant Mariuz, City Attorney Beckerleg.

City Manager Tanghe began discussion on conducting a survey on City Services with the residents. In the initial discussions, a few questions came up. First of all, does Council want a survey done? Secondly, does Council realize the cost for a survey is not in the budget? Thirdly, would the survey include businesses? And last, would we bid out the vendor to conduct the survey?

Council Members discussed at length the pros and cons of having a survey done. Some feel it would be a good idea to determine the ratings of the City in comparison to others. It would keep Council and staff in touch with the public, giving them an idea of the perceptions of the residents.

Samples of various surveys done by Cobalt Communication Research for some other cities were shown. Samples of results from the American Consumer Satisfaction Index were discussed. A numerical ranking from the survey would give us a good idea of where we stand. The City of Warren was able to raise their ranking and show that their residents feel that important issues include receiving the City Calendar, their newsletter, and that their Cable Dept. needs improvement. We could obtain the same type of information.

Mr. Grice informed Council that about 10% of the population would be targeted for the survey. In the early 2000’s, a survey was done by the City in which 1000 copies were mailed, of those 740 were accurate addresses and were delivered, and 370 were returned completed to the City.

Questions were asked by Council, including the cost of a survey. Mr. Tanghe replied that the survey itself would cost about $5,000.00 to $10,000.00. The cost of the postage is extra. Ms. Adcock added that the postage on the recent “Community for a Lifetime” survey ran close to an additional $5,000.00.

Council Members concurred that they would like to see a survey done in 2016, so that it can be scheduled in the budget. A committee consisting of two or three Council Members, some staff and some citizens to compile questions should be established in early 2015 in preparation. Mr. Grice asked Council Members to let him know if they have any suggestions.
of residents to invite. Council Members Kittle, Verbeke and Mitchell volunteered to serve also.

Council Member Knight asked if businesses would be included. A consensus was reached that the Chamber of Commerce would be asked if they have the ability to do a brief survey. Mr. Tanghe suggested that a business college student may be interested in taking on the task.

Without objection, the workshop adjourned at 6:25 pm.

______________________________          ________________________________
Kevin R. McDaniell, Mayor               Terri Kowal, City Clerk
CALL TO ORDER: Mayor McDaniel at 5:00 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, Director Olko, City Clerk Kowal, DPW Director Melchert, Deputy DPW Director Herczeg, City Attorney Beckerleg, City Engineer Juidici

15 Guests

4. PUBLIC COMMENT - none

5. OLD BUSINESS

5a. Motion – Discussion of North Squirrel Road Project

Mr. Melchert explained three options are proposed:

1. Narrow the roadway north of Thornwood Drive from the proposed three lanes to two lanes, avoiding the need for right-of-way acquisition and avoiding the need to remove the tree.

2. Remove the large Black Walnut tree that exists on the east side of the road and widening to the east side of Squirrel Road within the existing right-of-way and eliminating the need for west side right-of-way acquisition.

3. Obtain right-of-way from a private property owner on the west side of Squirrel Road, eliminating the need to remove a large Black Walnut tree, and shift the road widening to the west. A pathway could be added to this option as well.

Traffic counts were done, paying attention to the left turn movements for the northbound traffic onto Dutton Road. The City engineers concluded the level of service, level C, would not improve if the left turn lane was extended. A traffic projection out 15 years was conducted and determined there would not be a significant increase in traffic causing a left turn backup.

With the engineering results, City staff is recommending Option One be approved. This option will save the Black Walnut tree, less cost involved, and the level of service for the road won’t be greatly improved.

Mayor McDaniel noted at the urging of many residents, that the City take the time to investigate all the options. City Council has been provided with more information from staff and has listened to the residents. With the additional information made available to Council, Council thought it would be beneficial to call this Special Meeting to put the resident’s fears at ease and be able to enjoy the holiday. He thanked the residents for taking the time and attending this evening’s meeting.

Mr. Kittle asked if level is A the best and less than C is worst.

Mr. Juidici explained the level of service at an intersection ranges from A to F; the existing signal configuration is what determines the level. The levels are measured in the number of seconds per each delay; level of service, the amount of traffic, the number of lanes. The proposed road configuration won’t change and there won’t be any changes to the signal which will keep the intersection much like it is today.

Mr. Kittle suggested a different traffic control device could increase the intersection to a level B or possibly C.
Mr. Juidici stated that is correct, there are other options for the intersection. A level C intersection is a very good intersection; typically a level A is over developed, too much pavement or too many lanes. The intersection ratings are based on peak hours of travel, a C is a very good rating; many of the City’s intersections rate much less than a C. There is the possibility of reconfiguring the signals, but a green turn arrow for northbound Squirrel Road may improve that traffic flow, but would likely cause worse traffic flow for the other directions.

This signal is part of the County’s system, a smart signal that makes accommodations and balances out the traffic as best it can.

Mr. Knight agrees there may not be the need now for an extended left turn lane at Dutton Road, but if the property to the west is developed at a later date, there may be the need for the left turn lane.

Ms. Verbeke is in agreement with Option One, and asked Mr. Juidici if there was to be any elevation change in this section of Squirrel Road like there will be further south.

Mr. Juidici noted there currently are no drainage issues and there won’t be with Option One; with the other two options there was a proposed grade change of a foot or so. There are no deficiencies in that section of road that need correcting.

Ms. Mitchell asked how the 1% growth rate was determined to use for the projection out through 2029; is the 1% standard.

Mr. Juidici explained when doing a traffic study, SEMCOG is contacted for their population projection of growth for a particular area. In 2009 a study was done of this area and SEMCOG supplied the 1% growth rate. When contacted recently, SEMCOG’s projections for this area was 0% growth change, so the 1% growth, per year, was used. OHM feels the 1% growth is a good representation for this area and the 1% growth rate is standard for the area.

Ms. Mitchell stated she is comfortable with the recommendation as presented providing the level of service can be maintained through 2029.

Mr. Burmeister asked if there are issues with the northbound traffic during the morning rush hour.

Mr. Melchert stated there isn’t any backups due to left turns, the majority of traffic is headed south.

Mr. Knight asked when the intersection at Shimmons Road is lowered, if it improve the visibility for traffic approaching Shimmons Road.

Mr. Melchert stated the visibility should be improved, lowering the road will improve sight distance and make cars visible in all directions.

Mr. Kittle asked if there are any design perimeters regarding center of roadway to a tree edge when reconstructing or improving a roadway, from a safety standpoint.

Mr. Juidici stated yes from a safety standpoint, there are federal standards through ASHE, American Society of Highway Engineers, who has guidelines for reconstruct and brand new roads. If this was new road construction the tree would be in the clear zone, requiring the tree to be removed or protected with a guardrail or similar. This is a rehabilitation of an existing road, and the tree falls just on the edge of a rehab project.

The current left turn portion of the road is relatively new and will be milled down, with a new overlay.

Mr. Juidici confirmed for Mr. Kittle there won’t be a liability issue for the City, because there isn’t extensive work being done on the road.

Mayor McDaniel thanked all for attending this evening’s meeting and acknowledged neither City Council or City staff wants to remove the Black Walnut tree. Since the beginning of the road rehabilitation plans, the Black Walnut tree was on everyone’s mind. There was also the awkward position of a City Council colleague’s property being involved in the process of the roadway improvements. Funding was sought by staff to help with the road improvements for 2015, in addition to City funds. There was consideration of purchasing right-of-way property on the west side of Squirrel Road so the Black Walnut tree could remain standing. The offer to purchase the property was rejected, so alternate plans were developed in order to preserve the Black Walnut tree. Additional evaluations were conducted by City staff, and alternate plans have no extension of the left turn lane. This results in having no impact on the Black Walnut tree and also no need to purchase additional land for a right-of-way, at taxpayer’s expense. Information helping to make a decision included traffic count information from the Chief of Police and the engineers concluding that leaving the intersection as is will not impact the traffic flow. City Council heard the message from the residents rallying around the tree loud and clear; this is a win-win solution.

Mayor McDaniel noted a decision can be reached this evening and a recommendation has been made by City Manager Tanghe and DPW Director Melchert as noted in tonight’s memo. He asked if there was anyone in the audience that would prefer City Council to not proceed with the recommendation (there were no showing of hands).

Mayor McDaniel asked for comments from the audience; Ms. Doyle requested to speak.

Anne Doyle, 4405 N. Squirrel Road, she is very pleased with the outcome of the tree remaining as well as the road project. Ms. Doyle stated her dismay in the transparency of this project.
Tom Rapp, 3502 Riverside Drive, is happy with the decision made this evening, a win-win result. He also wanted to commend the City on the way the oil and gas drilling issue was handled. He wished the Rochester Hills public officials had followed Auburn Hills public officials, example.

Philip Clampitt, 3744 Tienken Road, is pleased with the direction the City is moving with regards to the Squirrel Road paving project and the saving of the Black Walnut tree.

Hanna Clampitt, 3744 Tienken Road, thanked City Council for this decision and appreciates all the hard work and time that is put into the City. She too, would like the opportunity to have more input into some of Council discussions.

Italia Milan, 3744 Bald Mountain Road, wished there had been more notice for this evening’s meeting. She is happy the Black Walnut tree will be preserved, the tree is appreciated by many residents as well as others.

Don Hughes, is pleased with the results this evening as well as appreciating a City Council who listens to their residents. He noted the petitions presented to Council at a previous meeting, aren’t a statement against Council, but one of support of what the residents are concerned with. He appreciates all the work that has been done to preserve this landmark tree.

Mayor McDaniel, being a Member of Council since 2007, stated the Council has been extremely transparent throughout this project as well as all the City’s projects. There have been several public open forum meetings and many of the residents, including many of those here this evening, have attended those meetings and workshops.

Council is very sensitive to listening to the residents, and felt with this particular project it was worth notifying residents of the recent information received and the recommendation from staff to Council. It isn’t possible to call each and every resident to notify them of the meeting. As some may know, the Community Center was flooded this weekend and many of the staff spent their Sunday trying to help with the cleanup and moving personnel to other offices. This special meetings was called so residents could enjoy their Thanksgiving, knowing the Black Walnut tree will be preserved.

Moved by Burmeister; Seconded by Knight.

RESOLVED: To direct City staff to complete designs for the North Squirrel Road improvement project based on continuing the roadway surface as two lanes, beginning south of the Black Walnut tree in a location deemed appropriate by our engineers, and continuing north until such time it shall become three lanes again as it currently exists at the Dutton Road intersection.

Mr. Knight noted he was contacted Friday about possibly having a special meeting. All the deliberations Council has had, nobody has said to cut down the tree or offer a proposal. Receiving the new information, and moving the meeting up, he didn’t feel was railroading or depriving the people from speaking. This is a response to what Council heard and is supporting what was heard, and is in the best interest of all.

Mayor McDaniel stated the meeting wasn’t moved up, this is an additional meeting. The thoughts behind the action was the additional information became available before the December 1st meeting, so to alleviate concerns of the residents, this meeting was held.

Ms. Verbeke requested Council receive copies of the engineering drawings of where the two lanes will begin south of the Black Walnut tree as soon as they become available.

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

No: None

Motion Carried (7-0)

Resolution No. 14.11.227

Mr. Kittle noted that Auburn Hills is very proactive in maintaining, improving and constructing infrastructure. At some point that intersection will need improving and it will become the burden of a developer. He hopes the tree remains healthy as well as the health, safety and welfare of the residents that travel through that area.

Mr. Knight wanted to assure the residents, though the catastrophe at the Community Center, the majority of damage will be covered by insurance.

Mayor McDaniel thanked Mr. Tanghe and all the staff who showed up on a Sunday to help in the cleanup of the Community Center.

Mayor McDaniel thanked Mr. Juidici and his team, City Manager Tanghe, DPW Director Melchert and Deputy DPW Director Herczeg for all the hard work effort that’s been put into the Squirrel Road project.

6. ADJOURNMENT

The meeting adjourned at 5:48 pm.
5a. Presentation – Oath of Office – Sergeant Brandon Hollenbeck

NO ELECTRONIC INFORMATION AVAILABLE
To: Mayor and City Council  
From: Gary L. Barnes, Finance Director  
Submitted: November 18, 2014  
Subject: Actuarial Valuation of Pension Exception – T. Hardesty

INTRODUCTION AND HISTORY
An actuarial valuation analysis is required to determine the impact of pension plan exceptions and/or non-permanent changes by Michigan Public Act 728 of 2002. As a participant in the City of Auburn Hills Employee Pension Plan, Mr. Hardesty is required to have a minimum of 15 years of service and attain the age of 50 to qualify for a normal retirement.

Thom Hardesty will not reach the age of 50 until March 5, 2015. Mr. Hardesty will have completed 25.7 years of service with the City as of December 31, 2014. Thus, the City requested its actuary, Rodwan Consulting, to determine the present value cost of allowing Mr. Hardesty to qualify for a normal retirement approximately 3 months prior to attaining the age of 50.

Rodwan Consulting provided the attached letter dated November 24, 2014 stating that the present value cost of allowing Mr. Hardesty to have a normal retirement three months prior to attaining the age of 50 is $17,000.

In addition, as required by Public Act 728 of 2002 the actuary’s valuation analysis with the present value cost of the exception proposed for Mr. Hardesty was disseminated to the Pension Board members on November 13, 2014.

STAFF RECOMMENDATION
The actuarial valuation satisfies the provisions of Public Act 728 of 2002. It is recommended by staff that the City Council acknowledge receipt and accept Rodwan’s valuation report dated November 24, 2014 stating the present value cost of granting Mr. Hardesty the exception to the age requirement to qualify for a normal retirement on December 31, 2014.

MOTION
Move to accept the Rodwan Consulting valuation analysis showing the financial impact of granting Mr. Hardesty an exception to the age requirement to qualify for a normal retirement effective December 31, 2014.

I CONCUR:  
Thomas A. Tanghe, City Manager
November 24, 2014

Mr. Gary Barnes  
Finance Director  
City of Auburn Hills  
1827 North Squirrel Road  
Auburn Hills, MI 48326-2753

Dear Mr. Barnes:

In accordance with your request, we have computed the cost to allow Police Command member Thomas Hardesty to retire 3 months early (age 49 and 9 months). Normal retirement is age 50 with 15 years of service. The information submitted for the supplemental valuation is as follows:

- Date of Birth: March 5, 1965
- Normal Retirement Date: March 5, 2015
- Proposed Retirement Date: December 31, 2014
- Years of Service: 26 yrs., 0 months
- Average Monthly Compensation: $7,790.52
- Benefit Multiplier: 2.8%

The cost to allow Mr. Hardesty to retire 3 months early at age 49 and 9 months is approximately $17,000.

The cost shown above is the increase in the actuarial present value of future benefits. The cost was based on the same interest and mortality assumptions used for the December 31, 2014 annual actuarial valuation of the City of Auburn Hills Employee Pension Plan.

Sincerely,

Sandra W. Rodwan
DECEMBER 1, 2014

To: Mayor and City Council

From: Thomas Tanghe, City Manager; Doreen E. Olko, Director of Emergency Services; Lt. Jill McDonnell

Submitted: November 26, 2014

Subject: Motion: to approve the amended inter-local agreement for the Troy Special Investigations Unit adding the Birmingham Police Department and authorizing the Chief of Police to sign said agreement

INTRODUCTION AND HISTORY

In April of 2010, City Council approved an inter-local agreement which permitted officers from Auburn Hills and Bloomfield Township Police Departments to the Troy Police Department Special Investigations Unit (SIU). This unit’s primary mission is surveillance of suspects involved in crimes who are difficult to apprehend with normal police patrols. Since this partnership was instituted in 2010 this multi-jurisdictional team has arrested numerous suspects who committed crimes in all of our communities.

The City of Birmingham Police Department has requested to join the Troy Police Department Special Investigations Unit. The Birmingham Police Department currently participates with the Major Case Assistance Team (MCAT) that also includes the Bloomfield Township, Troy and Auburn Hills Police Departments. The police chiefs from all participating agencies recommend Birmingham join the Special Investigations Unit.

Additionally, as with the South Oakland County Crash Investigation Team (SOCCIT) and Major Case Assistance Team (MCAT) inter-local agreements, we request an amendment to the language of the SIU inter-local agreement to allow the Chief of Police to approve other agencies to join the Special Investigations Unit and authorize the Chief of Police to sign the agreement.

STAFF RECOMMENDATION

Staff recommends the approval of the City of Birmingham joining the Troy Police Department Special Investigations Unit and the addition of language to allow the Chief of Police to approve agencies joining the unit and have the authority to sign said agreement. The proposed amended inter-local agreement has been reviewed by Mr. Beckerleg Esq. and found to be satisfactory from a legal standpoint.

MOTION

Move to approve the amended inter-local agreement for the Troy Special Investigations Unit adding the Birmingham Police Department and authorizing the Chief of Police to sign said agreement.

I CONCUR:

Thomas A. Tanghe, City Manager
AMENDMENT TO INTERLOCAL AGREEMENT
FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT
SPECIAL INVESTIGATIONS UNIT

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT entered into by and between the City of Troy, the City of Auburn Hills, and the Charter Township of Bloomfield, and the City of Birmingham, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or collectively as "Participating Agencies", also referred to as "party" or "parties". The Troy Special Investigations unit shall be referred to as "TPDSIU" and any reference to "officer(s) of the TPDSIU" shall refer to all police officer assigned to TPDSIU under this Agreement.

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, MCLA §124.501 et seq.; MSA §5.4088 et seq. provides that a public agency (defined to mean a political subdivision of this state including, but not limited to, a county, city, village, township, or charter township) may exercise jointly with any other public agency of the state any power, privilege or authority which such agencies share in common and which each might exercise separately; and,

Each local governmental unit has decided that it is in the best interests of such local governmental unit to participate in the Troy Police Department Special Investigations Unit, to exercise such additional powers, functions, duties, and responsibilities granted to the TPDSIU and imposed upon it by this Agreement; and,

The Agency’s endeavor to realize and benefit from each officer's accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Agency by participating in the TPDSIU; and,
In consideration of the foregoing, the parties agree to the Interlocal Agreement as set forth below.

SECTION 1: PURPOSE OF AGREEMENT

A. WHEREAS there is evidence that the nature of some criminal occurrences and the skill of some criminal perpetrators make apprehension through overt police tactics difficult, and such persons conducting illegal activities have a substantial and detrimental effect on the health and general welfare of the people of City of Troy, the City of Auburn Hills, the Charter Township of Bloomfield, and the City of Birmingham agree to the following:

B. The Participating Agencies will perform the activities and duties described below:

   a. Target and investigate those criminals who, by the nature of their criminal activity or their manner of operation, are able to avoid apprehension.

   b. Gather and provide intelligence information on individuals suspected of criminal involvement and/or locations believed to be the sites of criminal activity.

   c. Conduct covert or undercover investigations where appropriate and engage in other traditional methods of investigation that will result in effective prosecution before the courts of the United States and/or the State of Michigan.

C. To accomplish the objectives of the TPDSIU, the Participating Agencies agree to detail at least one (1) experienced officer to the TPDSIU for a period of time to be determined by each respective agency. During this period of assignment, the AHPD, BTPD, and BPD officers will be under the direct supervision and control of Troy Police Department supervisory personnel assigned to the TPDSIU.

D. The AHPD, BTPD, and BPD officers assigned to the TPDSIU shall adhere to Troy Police Department policies and procedures in addition to their respective agency's policies and procedures. Failure to adhere to Troy Police Department policies and procedures, as determined by the Troy Police Department in its sole discretion, shall be grounds for dismissal from the TPDSIU and termination of this Agreement with that Participating Agency.

   a. Troy Police Department policies and procedures require all officers
and/or personnel to provide full and truthful responses to questions when directed to do so by appropriate authority or during the scope of their official duties. This duty applies during administrative interviews and any other official TPDSIU business and is applicable whether the TPDSIU officer and/or personnel are providing a statement about his or her own alleged misconduct, the misconduct of others, observed facts, past recollections, opinions, or is providing a written or oral communication. Any compelled statement made by a TPDSIU officer and/or personnel and any information derived from that involuntary statement may not be used against the TPDSIU officer in a criminal proceeding.

b. The Troy Police Department will conduct investigations of misconduct by TPDSIU officers and/or personnel and will assist each Participating Agency by investigating any allegations of misconduct by a TPDSIU officer and/or personnel relating to his or her TPDSIU activities. Any finding of misconduct by a TPDSIU officer and/or personnel will be referred to the respective Participating Agency for appropriate administrative action.

E. The Troy Police Department will support the activities of TPDSIU officers and/or personnel by providing available office space, office supplies, investigative electronic equipment, and other support items.

F. In no event will the AHPD, BTPD or BPD charge any direct cost rate to the Troy Police Department for the administration or implementation of this agreement.

SECTION 2: RESPONSIBILITIES AND LIABILITY

A. Each Participating Agency shall assume the responsibility for the actions of its own employees, personnel and/or agents acting pursuant to this Agreement both as to liability and as to the payment of benefits to such employees, personnel and/or agents all to the same extent as such employees, personnel and/or agents are insured, indemnified and otherwise protected when acting within the Participating Agencies' respective corporate limits.

B. Each Participating Agency shall be responsible for the payment of all benefits to all of its employees, personnel and/or agents acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for injuries, damage to or
destruction of equipment and clothing, claims for medical expenses and claims for other damages of whatever nature.

C. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees, personnel, and/or agents. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other party or parties for any claim, damage or liability arising out of or stemming from an act or action of a party.

SECTION 3. ADDITION OF OTHER POLICE AGENCIES AS PARTICIPANTS

A. Participating Agencies shall have the authority to determine if a non-Participating Agency police department ("Petitioning Agency") should be allowed to join TPDSIU as a participant but only if that police department is a governmental unit of Oakland County, Michigan and only if all Participating Agencies have agreed in writing directed to the Chief of Police of the Troy Police Department to allow that Petitioning Agency to join TPDSIU. If a Petitioning Agency is unanimously approved as a Participating Agency, each current Participating Agency shall sign a Binder Agreement in the format and with the language indicated on the attached Exhibit 2. After that Binder Agreement is signed by each of the Participating Agencies, the Petitioning Agency shall present the Binder Agreement to its City Council or legislative body for approval. A signed Binder Agreement and a certified resolution indicating approval of the Binder Agreement and allowing the appropriate Petitioning Agency official(s) to execute the Binder Agreement, shall be given to the Chief of Police of the City of Troy. The Chief of Police of the Troy Police Department or his/her designee shall review the Binder Agreement and Certified Resolution to determine that the Petitioning Agency has complied with the requirements of this Section 3. If in the opinion of the Troy Police Department, all necessary paperwork is in order, the Troy Police Department will distribute a copy of the Binder Agreement containing each Participating Agencies signature and the authorized signature of the Petitioning Agency and a copy of the Certified Resolution.

SECTION 4: GENERAL PROVISIONS

A. This Agreement shall be in full force and effect and is legally binding upon each Participating Agency at such time as it is signed and certified by that Participating Agency.

B. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Participating Agencies. The effective date of any amendment shall be the date as of which the last of the necessary
Participating Agencies has approved the amendment.

C. This Amendment to Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit supersedes the original Interlocal Agreement for Participation in the Troy Police Department Special Investigations Unit. This Agreement shall remain in full force and effect and shall bind the Participating Agency, and any Petitioning Agencies which become Participating Agencies, that have executed the Agreement or a Binder Agreement as set out in Section 3, and presented a Certified Resolution from its City Council or legislative body approving the Agreement or Binder Agreement and authorizing the appropriate individual(s) to sign the Agreement or Binder Agreement. Copies of any signed Agreement or Binder Agreement and Certified Resolutions shall be filed with the other appropriate offices of all other Participating Agencies within thirty (30) days of the passage of the Resolution and execution of the Agreement or Binder Agreement.

D. Nothing in this Agreement shall be construed as creating an employer-employee relationship between any party (including any of its agents) and any other party (including any of its agents).

E. The parties shall not discriminate against their employees, agents, applicants for employment or other person or entities with respect to hire, tenure, terms, conditions and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state or local law.

F. This Agreement or a Binder Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement will become effective on the date of the last signature on the Agreement.

CITY OF AUBURN HILLS

By: ____________________________
Its: ____________________________

By: ____________________________
Its: ____________________________

Dated: __________________________

TOWNSHIP OF BLOOMFIELD

By: ____________________________
Its: ____________________________

By: ____________________________
Its: ____________________________

Dated: __________________________
Exhibit 2

BINDER AGREEMENT FOR INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT

THIS BINDER AGREEMENT TO INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE TROY POLICE DEPARTMENT SPECIAL INVESTIGATIONS UNIT is entered into by and between the City of Troy, the City of Auburn Hills the Charter Township of Bloomfield, and the City of Birmingham, all located in the County of Oakland, State of Michigan, hereafter referred to individually as "Participating Agency" or collectively as "Participating Agencies", and the City of ______________ hereafter referred to as a "Petitioning Agency", also referred to as "party" or "parties" and the Troy Special Investigations unit shall be referred to as "TPDSIU" and any reference to "officer(s) of the TPDSIU" shall refer to all police officer assigned to TPDSIU under this Agreement.

RECITALS

WHEREAS, there currently exist an Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit ("TPDSIU") which was entered into by a number of governmental entities ("Participating Agencies") in Oakland County, Michigan. That Agreement is authorized under the Urban Cooperation Act of 1967 and is attached hereto as Exhibit 1;

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. (the "Act"), permit governmental units to exercise jointly with other governmental units any power, privilege or authority which such governmental units share in common which each might exercise separately; and

WHEREAS, for a Petitioning Agency consisting of an Oakland County governmental entity to become a Participating Agency of TPDSIU it is necessary to enter into an Agreement accepting all terms and conditions set out in the existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit ("TPDSIU"); and

WHEREAS, pursuant to a resolution of the Petitioning Agency's legislative body,
giving the signatories on this Binder Agreement the authority to bind the Petitioning Agency to the terms and conditions set out in the Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit ("TPDSIU") as though the Petitioning Agency had signed the original Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, understandings and agreements set forth above and in this Agreement, the Petitioning Agency agrees to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

1. Certified Resolution and Execution of Binder Agreement. Prior to the execution of this Binder Agreement, Petitioning Agency has petitioned TPDSIU for participation in TPDSIU. Each Chief of Police of the Participating Agencies of TPDSIU has approved the participation of Petitioning Agency as a Participating Agency in TPDSIU as signified by their signatures on this Binder Agreement for Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit. To make participation effective, the Petitioning Agency shall obtain a Certified Resolution of the Petitioning Agency's City Council or legislative body approving this Binder Agreement and authorizing the appropriate signatories to execute this Binder Agreement. Petitioning Agency agrees to submit a signed executed copy of this Binder Agreement to the Chief of Police of the Troy Police Department. The Troy Police Department shall distribute a copy of a fully executed Binder Agreement and a copy of the Certified Resolution of the Petitioning Agency to each Participating Agency within a reasonable time after receipt of those documents. Failure to execute the Binder Agreement and provide a Certified Resolution the Chief of Police of the Troy Police Department within ten (10) days of execution of the Binder Agreement and passage of the resolution shall revoke any offer to allow participation in the TPDSIU as set out in this Agreement.

2. Agreement to be Bound by Terms and Conditions in Existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit. Petitioning Agency acknowledges that it has been given a copy of the existing Interlocal Agreement For Participation in the Troy Police Department Special Investigation Unit which is attached hereto as though fully set out herein as Exhibit 1 and that it has read and agrees to be bound by each and every terms and conditions contained therein.

3. Counterpart Signatures. This Agreement may be signed in counterpart. The counterpart taken together shall constitute one (1) agreement

IN WITNESS WHEREOF, this Agreement is executed by the Petitioning Agency.
WITNESSES: ________________________________

CITY OF _______________________,
PETITIONING AGENCY

By: ________________________________
 Its: ________________________________

By: ________________________________
 Its: ________________________________

Dated: ________________________________

CITY OF AUBURN HILLS

By: ________________________________
 Its: Chief of Police

Dated: ________________________________

TOWNSHIP OF BLOOMFIELD

By: ________________________________
 Its: Chief of Police

Dated: ________________________________

CITY OF BIRMINGHAM

By: ________________________________
 Its: Chief of Police

Dated: ________________________________

CITY OF TROY

By: ________________________________
 Its: Chief of Police

Dated: ________________________________
INTRODUCTION AND HISTORY
In 2010, City Council approved an inter-local agreement that formulated the South Oakland County Crash Investigations Team (SOCCIT) that partnered police departments from Auburn Hills, Bloomfield Township, and Troy. This team is used to assist a member agency in the investigation of traffic crashes that result in serious or fatal injuries. This team was established because we share concerns regarding the impact of traffic crashes on the commuting public and businesses within each community and the positive outcomes of an efficient crash investigation. This team concept has provided a significant number experienced investigators at the most critical times while minimizing the overtimes expense to the agencies involved.

The Bloomfield Hills Public Safety Department has asked to join SOCCIT due to their proximity to the member agencies and the shared success of this multi-jurisdictional team. The Chiefs of Police (who act as board of directors for SOCCIT) of all the member agencies recommend Bloomfield Hills join the team. Additionally, we would like to amend the agreement to allow the SOCCIT Board of Directors to add a member agency with a two-third (2/3) vote as long as the petitioning agency’s governing body has adopted the SOCCIT Agreement. This language is similar to the language council approved for the Major Case Assistance Team (MCAT) agreement.

STAFF RECOMMENDATION
Staff recommends the revised SOCCIT inter local agreement to add City of Bloomfield Hills and add the language to allow the Board of Directors of SOCCIT to approve adding member agencies to the team. The attached inter-local agreement has been reviewed by Mr. Beckerleg Esq. and found to be satisfactory from a legal standpoint.

MOTION
Move to approve the amended South Oakland County Crash Investigations Team (SOCCIT) inter-local agreement adding the Bloomfield Hills Department of Public Safety and authorize the Chief of Police to sign said agreement.

I CONCUR: __________________________
Thomas Tanghe, CITY MANAGER
INTERLOCAL AGREEMENT
FOR SOUTH OAKLAND COUNTY CRASH INVESTIGATION TEAM

THIS INTERLOCAL AGREEMENT entered into by and between the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084 (“Troy”), the City of Auburn Hills, 1827 North Squirrel Rd., Auburn Hills, Michigan 48326 (“Auburn Hills”), the Charter Township of Bloomfield, 4200 Telegraph Rd., Bloomfield Hills, Michigan 48303 (“Bloomfield”) and the City of Bloomfield Hills, 45 E. Long Lake Bloomfield Hills Michigan 48304 (“Bloomfield Hills”) all located in the County of Oakland, State of Michigan, collectively referred to as the “Parties”, or “Party” shall govern participation in the South Oakland County Crash Investigation Team (hereafter “SOCCIT”).

RECITALS

Article VII, Section 28 of the Michigan Constitution of 1963 provides, in part, that two or more counties, townships, cities, villages, or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for the joint administration of any of the functions or powers which each would have the power to perform separately; and,

The Urban Cooperation Act of 1967, being MCLA 124. 501, et. seq. provides that public agencies may exercise jointly any power, privilege, or authority that each agency may exercise separately; and,

The Parties have decided that it is in the best interests of such local governmental unit to participate in the South Oakland County Crash Investigation Team, to exercise such additional powers, functions, duties, and responsibilities granted to the SOCCIT and imposed upon it by this Agreement; and,

The Parties endeavor to realize and benefit from each other’s Police Department’s accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual governmental unit by participating in the SOCCIT; and,
The Parties share concerns regarding the impact of traffic crashes on the commuting public and businesses within each community and the positive outcomes of an efficient crash investigation.

The Parties endeavor to realize and benefit from each officer’s accumulated expertise and recognize substantial savings in time, effort, and expenses to each individual Agency by participating in the SOCCIT.

Therefore, in consideration of the foregoing, the Parties agree to this Inter-local Agreement as set forth below.

**AGREEMENT**

Based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, considerations and acknowledgements and mutually agree as follows:

1. The SOCCIT will perform the activities and duties described below:

   a. Combine officers from each jurisdiction when possible to assist with the investigation of fatal crashes.

   b. Combine officers from each jurisdiction when possible to assist with the investigation of serious injury crashes resulting in serious impairment of a body function where there is the probability of criminal prosecution. Serious impairment of a body function is defined in section 257.58c of the Michigan Motor Vehicle Code.

   c. Combine officers from each jurisdiction when possible to assist with the investigation of a large scale crash such as a multi vehicle pileup on a freeway.

   d. SOCCIT officers will attend combined training sessions to maintain proficiencies in various areas of crash investigation.

   e. Evaluate opportunities to reduce costs to each agency by sharing expenses regarding the purchase of crash investigation equipment.

2. To accomplish the objectives of the SOCCIT, the City of Auburn Hills Police Department (AHPD), the Charter Township of Bloomfield Police Department (BTPD), City of Troy Police Department (TPD) and City of Bloomfield Hills Department of Public Safety (BHDPS) agree to detail at least one (1) officer with

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advanced accident investigation training when requested by a Party to this agreement. During this period of assignment, the agency having jurisdiction where the crash occurred shall maintain all supervisory responsibilities for the crash scene.

   a. Crash investigation officers assigned to the SOCCIT shall work under the authority of the requesting agency having jurisdiction over the crash scene.

   b. Officers assigned to the SOCCIT shall have received certification in Accident Investigation level I and II at a minimum.

   c. The agency having jurisdiction over the crash scene where any alleged misconduct has taken place will conduct investigations of misconduct by SOCCIT personnel and will assist each participating agency by investigating any allegations of misconduct by a SOCCIT officer relating to his or her SOCCIT activities. Any finding of misconduct by a SOCCIT officer will be referred to the respective agency for appropriate administrative action.

3. Each Party will provide their own office space and necessary resources for their own SOCCIT officers to finalize their investigation and storage of their respective agencies crash investigation equipment.

4. In no event will any Party to this agreement charge any costs to an agency covered by this agreement for the administration or implementation of this Agreement.

5. No Party is obligated under this Agreement to use SOCCIT resources exclusively and is expressly allowed to seek other similar venues on an as needed basis without violating this Agreement.

6. This Agreement shall remain in effect until terminated by all of the Parties. Any Party may terminate its participation under this Agreement by giving thirty (30) days written notice to the Parties. Any department may terminate this Agreement if it is no longer in the best interest of their agency to continue the same or for any other reason.

7. Parties agree that at all times and for all purposes under the terms of this Agreement, there is no employer-employee relationship between the Parties. No liability, right or benefit associated with any employer-employee relationship shall
be implied by the terms of this Agreement or services, activities or duties performed under this Agreement. Each Party shall be responsible for all benefits for its officers, including, but not limited to, wages, salaries, disability payments and/or benefits, pension benefits, worker’s compensation claims and/or benefits, including derivative benefits, dependent benefits or other benefits relating to disability and worker’s compensation, and claims for damages to or destruction of its own equipment or its officer’s clothing, and claims for its own officer’s medical expenses.

8. Each Party agrees to be liable for, defend, pay on behalf of, indemnify, and hold harmless the other Party, its officers, elected and appointed officials, employees and others working for that Party from any third party claims, demands, suits or loss of any nature, including, but not limited to, bodily injury or death and/or property damage, which arises out of or is an any way connected with any activities or duties performed under this Agreement. This duty to indemnify, defend and hold harmless shall include all costs of litigation or defense of claims including attorney fees, costs and expert fees.

9. The Parties agree that all indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, and/or any other related obligations provided for in this Agreement with regard to any acts, occurrences, events, transactions, or claims, either occurring or having their basis in any events or transactions that occurred before the termination of this Agreement, shall survive termination.

10. Within ten (10) days from the execution of this Agreement, each Party shall provide a Certificate of Insurance, acceptable to the other Party, demonstrating that general liability coverage is available for any and all claims for personal injury or property damage which are or might be caused by activities or duties performed under this Agreement by any Party. Each Party agrees to keep said insurance coverage in full force and effect for the term of this Agreement. Each Party shall submit to the other Party, prior to the expiration of any insurance coverage, the new Certificate(s) of Insurance acceptable to the other Party. Any Certificate of Insurance shall name the other Parties as additional insureds and contain the following cancellation notice:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written certificate holder.”
Any Party may request a copy of said insurance certificate at any time during this Agreement, failure to produce a certificate of insurance within twenty (20) days of a request by a Party may allow the requesting Party to terminate this Agreement.

A lapse in the insurance coverage required under the Agreement shall be considered a material breach of this Agreement and the Agreement shall become null and void automatically as to the lapsing Party at any time such a lapse in coverage exists.

11. This Agreement sets forth the entire Agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party. The Parties acknowledge that they have taken all actions and secured all approvals necessary to authorize and complete this Agreement.

12. This Agreement shall be in full force and effect and is legally binding upon each Party at such time as it is signed and certified by all Parties.

13. This Agreement may be amended from time to time in writing and approved by resolution of the appropriate governing body of the Parties. The effective date of any amendment shall be the date as of which the last of the necessary Parties has approved the amendment.

14. This Agreement shall remain in full force and effect and shall bind the Parties executing the Agreement and said governing body of the Party adopting a resolution giving its approval to this Agreement until terminated as provided in this Agreement.

15. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force and effect.

16. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the 6th Judicial Circuit Court, Oakland County, Michigan where jurisdiction and venue are proper.
17. The Recitals shall be considered an integral part of this Agreement.

18. The Parties agree that they shall promptly deliver to the other Parties written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Parties become aware of and which involves the performance of activities or duties under this Agreement. Unless otherwise provided by law and/or Michigan Court Rule, the Parties agree to cooperate with one another in any investigation conducted by the other Party or Parties of any acts or performances of any activities under this Agreement.

19. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Services. All notices under this Agreement are to be sent to the Chief of Police of each of the Parties.

20. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

21. The SOCCIT Board shall have the power to determine if a non-participating Agency police department should be allowed to join SOCCIT as a Participating Agency but only if that police department is a governmental unit of Oakland County, Michigan and has petitioned the SOCCIT Board of Directors for membership. The SOCCIT Board of Directors may approve membership for the Petitioning Agency conditioned upon the governmental unit obtaining a certified resolution of its legislative body which approves this Agreement and authorizes the appropriate signatory to execute the Binder Agreement attached hereto and incorporated herein as Exhibit. Execution of that Binder Agreement results in the acceptance of all terms and conditions set out in this Agreement. The certified resolution and an executed copy of the Binder Agreement shall be presented to the SOCCIT Board of Directors for vote to determine if the Board of Directors authorizes the Coordinator and/or Assistant Coordinator to execute the Binder Agreement on behalf of SOCCIT. If the Petitioning Agency has been conditionally approved for membership but the SOCCIT Board of Directors is not given a certified resolutions and an executed copy of the Binder Agreement within six (6) months after the date of conditional approval, the conditional approval becomes null and void and a Petitioning Agency must file a new request for membership. A two-third (2/3) vote of the total number of Participating Agencies is required to authorize the execution of the Binder Agreement and accept the Petitioning Agency as a member of SOCCIT.
Membership will become effective after execution of Binder Agreement by the authorized representatives of the Petitioning Agency and SOCCIT.

IN WITNESS WHEREOF, this Agreement has been duly executed this _______ day of ____________ 2014.

CITY OF AUBURN HILLS
By: __________________________
Its: __________________________

CITY OF TROY
By: __________________________
Its: __________________________

TOWNSHIP OF BLOOMFIELD
By: __________________________
Its: __________________________

CITY OF BLOOMFIELD HILLS
By: __________________________
Its: __________________________
To: Mayor and City Council
From: Thomas A. Tanghe, City Manager and James Manning, Deputy Director
Submitted: November 19, 2014
Subject: Motion – Adopt Resolution Designating the Position of Fire Chief as the Liaison to the Oakland County Emergency Management Coordinator

INTRODUCTION AND HISTORY

The Emergency Management Act 390, 1976, MCL 30.409 (3) as amended, allows a municipality to either appoint a Municipal Emergency Management Coordinator or designate the Coordinator of the County as the Municipal Emergency Management Coordinator and then appoint a liaison to represent the City.

Currently, the Coordinator of the County serves as the Municipal Emergency Management Coordinator for the City. The Auburn Hills Director of Emergency Services is the designated liaison. Fire personnel currently maintain the City’s Emergency Response Plan under the direction of the Director of Emergency Services.

The separation of the Police and Fire Departments on January 1, 2015 will necessitate a modification to the City’s designated Emergency Management liaison. As fire personnel are currently responsible for maintaining the City’s Emergency Response Plan, I recommend the position of Fire Chief be designated as the City’s liaison to the Oakland County Emergency Management Coordinator.

STAFF RECOMMENDATION

It is recommended that City Council designate the position of Fire Chief as the liaison to the Municipal Emergency Management Coordinator.

MOTION

Move to adopt the resolution, appointing the position of Fire Chief as the City of Auburn Hills’ liaison to the Oakland County Municipal Emergency Management Coordinator.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER
City of Auburn Hills

RESOLUTION

Designating the Oakland County Emergency Management Coordinator as the City of Auburn Hills’ Emergency Management Coordinator and assigning an Emergency Management Liaison.

WHEREAS, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, provides for planning, response, recovery and mitigation for natural and man-made disasters within the State of Michigan; and

WHEREAS, the Emergency Management Act 390, 1976, MCL 30.409 (3), as amended, allows a municipality to either appoint a Municipal Emergency Management Coordinator or designate the Coordinator of the County as the Municipal Emergency Management Coordinator; and

WHEREAS, the community of Auburn Hills desires to confirm its appointment of the Oakland County Emergency Management Coordinator as its Emergency Management Coordinator and to designate a liaison person to work with the County Coordinator on all matters pertaining to emergency management, disaster preparedness and recovery assistance; now

THEREFORE, BE IT RESOLVED that the City Council of Auburn Hills does hereby appoint the Oakland County Emergency Management Coordinator to serve as the community of Auburn Hills’ Emergency Management Coordinator, effective January 1, 2015; and

BE IT FURTHER RESOLVED, that the Fire Chief of Auburn Hills will be designated as the liaison to the Oakland County Emergency Management Coordinator.

Moved by:  
Supported by:  
ADOPTED:  AYES:  
NAYES:  
Absent:  

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Auburn Hills City Council, on the of 2014.

________________________________________  
Terri Kowal, City Clerk, City of Auburn Hills
INTRODUCTION AND HISTORY

The Auburn Hills Brownfield Redevelopment Authority approved the original Brownfield Plan for 3250 Auburn Road-Edge Lofts on February 23, 2013. Initially, the estimated cost of eligible activities on the site was $49,565.00. Since that time, there have been numerous discussions about the geotechnical make-up and integrity of the soil on the site and the ability to redevelop the site with the conditions that currently exist.

City Council approved the original Brownfield Plan for 3250 Auburn Road on April 15, 2013. Since that time, it has been determined that the soils are not ideal for construction. The initial site plan submitted would have required the removal of nearly all the soil and replacement with fill that would allow the developer to construct the building without having to use any special construction material. The original estimates for this work came in close to $2 million. Both staff and the developer knew that this option was not reasonable. The developer set out to redesign the site plan that would in essence decrease that cost.

While excavation of the soil is still required for the development, the amount and fill that needs to be excavated and then brought back is more reasonable. With an underground parking component, we are now looking at a number closer to $800,000 for this work. That number is now included in the Eligible Activities table in the Amended Brownfield Plan.

Per Public Act 381, City Council must approve Brownfield Plans and any amendments to those plans. The first step in the approval process is setting a public hearing date.

STAFF RECOMMENDATION

The Brownfield Redevelopment Authority reviewed and approved Amendment #1 to the Plan at their meeting on October 28, 2014. It is recommended that the City Council establish a public hearing date of December 15, 2015, for 3250 Auburn Road.

MOTION

Move to set the Public Hearing Date for the Amended Brownfield Plan for 3250 Auburn Road-Edge Lofts for December 15, 2014.

THOMAS A. TANGHE, CITY MANAGER
BROWNFIELD PLAN
AMENDMENT #1

3250 Auburn Road, Auburn Hills, MI, 48326

PREPARED BY
City of Auburn Hills Brownfield Redevelopment Authority
1827 North Squirrel Road
Auburn Hills, Michigan, 48326-2749
Contact Person: Thomas Tanghe
Email: ttanghe@auburnhills.org
Phone: (248) 370-9440

AKT Peerless
22725 Orchard Lake Road
Farmington, MI 48336
Contact Person: Anne Jamieson-Urena
Email: JamiesonA@aktpeerless.com
Phone: (248) 615-1333

PROJECT # 791875-9-25

REVISION DATE October 21, 2014

BRA APPROVAL ________2014
CITY APPROVAL ________2014
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# PROJECT SUMMARY

| **PROJECT NAME** | River’s Edge Mixed Use Development  
Located at 3250 Auburn Road, Auburn Hills, Michigan |
|------------------|--------------------------------------------------------------------------------------------------|
| **DEVELOPER**    | Burton-Katzman, LLC or other assigned single purpose LLC  
30100 Telegraph Road, Suite 366  
Bingham Farms, Michigan 48024  
Chuck Dimaggio  
(248) 647-8811 |
| **ELIGIBLE PROPERTY LOCATION** | The Eligible Property is located at 3250 Auburn Road, 
Auburn Hills, Michigan. Parcel ID Number 02-14-36-103-015. |
| **TYPE OF ELIGIBLE PROPERTY** | Facility |
PROJECT DESCRIPTION

The City of Auburn Hills approved the Brownfield Plan for the 3250 Auburn Road Redevelopment Project on April 15, 2013. The Brownfield Plan included Eligible Activities in the amount of $49,565 which prepared the property for redevelopment. The property is currently owned by the City of Auburn Hills Tax Increment Finance Authority (TIFA).

Brownfield Plan, Amendment #1 includes Eligible Activities for the River’s Edge Mixed Use Development (“Project”). The Project consists of a mixed-use development including commercial and residential at the western edge of the City’s Downtown District zoning classification, located at 3250 in Auburn Hills. The Project will include the construction of a four story building providing approximately 48,800 gross square feet of residential and commercial space constructed over an underground parking level. The building will provide 45 residential units consisting of 22 studios, 9 one bedroom flats and 10 one bedroom and 4 two bedroom loft apartments. The Project will also include approximately 1,700 square feet of commercial space to be located along the Squirrel Road frontage of the building.

In addition to the economic benefits of this development to Auburn Hills and the surrounding downtown, environmental activities are anticipated that would provide a safer and healthier downtown to the public and environment alike.

The Project is seeking approval of Tax Increment Financing (TIF). Construction is expected to begin in April of 2015.

ELIGIBLE ACTIVITIES

The original Brownfield Plan included the following Eligible Activities: Baseline Environmental Assessment (BEA) Activities (Phase I Environmental Site Assessment (ESA), Phase II ESAs and BEA), Due Care Activities and preparation of a Brownfield Plan. Brownfield Plan, Amendment #1 will include the following Eligible Activities: Baseline Environmental Assessment (BEA) Activities (Phase I Environmental Site Assessment (ESA), Phase II ESAs and BEA), Due Care Activities, Demolition and Preparation of a Brownfield Plan and Act 381 Work Plan.
REIMBURSABLE COSTS

Eligible Activities may be funded by a variety of sources including Auburn Hills Brownfield Redevelopment AHBRA (AHBRA) LSRRF Loan, MDEQ Loan and Developer funds. Eligible Activities funded by AHBRA LSRRF Loan, the MDEQ Loan and Developer funds will be reimbursed with Tax Increment Revenues (TIR).

Eligible Activities reimbursed with TIR
$1,159,042 (Est. Eligible Activities, Contingency and Interest)
$ 35,014 (AHBRA BRA Administrative Fees)
$425,527 (LSRRF)
$1,619,583

DURATION OF PLAN, AS AMENDED

Estimated reimbursement of eligible activities, interest, administrative expenses and LSRRF deposits is 15 years. TIR capture will not exceed 30 years.

ESTIMATED TOTAL CAPITAL INVESTMENT

$6-7 million

BASE TAXABLE VALUE

$0
LIST OF ACRONYMS AND DEFINITIONS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AHBRA</td>
<td>City of Auburn Hills Brownfield Redevelopment Authority</td>
</tr>
<tr>
<td>BEA</td>
<td>Baseline Environmental Assessment (Michigan process to provide new property owners and/or operators with exemptions from environmental liability)</td>
</tr>
<tr>
<td>ORIGINAL BROWNFIELD PLAN</td>
<td>Original Brownfield Plan approved on April 15, 2013</td>
</tr>
<tr>
<td>BROWNFIELD PLAN, AS AMENDED DEVELOPER</td>
<td>Brownfield Plan Amendment #1 Burton-Katzman, LLC, or other assigned single purpose LLC</td>
</tr>
<tr>
<td>ELIGIBLE PROPERTY</td>
<td>Property for which eligible activities are identified under a Brownfield Plan, as amended.</td>
</tr>
<tr>
<td>ESA</td>
<td>Environmental Site Assessment</td>
</tr>
<tr>
<td>LSRRF</td>
<td>Local Site Remediation Revolving Fund</td>
</tr>
<tr>
<td>MDEQ</td>
<td>Michigan Department of Environmental Quality</td>
</tr>
<tr>
<td>MEDC</td>
<td>Michigan Economic Development Corporation</td>
</tr>
<tr>
<td>MDEQ Loan</td>
<td>Michigan Department of Environmental Quality Brownfield Redevelopment Loan</td>
</tr>
<tr>
<td>MSF</td>
<td>Michigan Strategic Fund (agency that approves use of school tax revenue to support non-environmental Brownfield activities)</td>
</tr>
<tr>
<td>PHASE I ESA</td>
<td>An environmental historical review and site inspection (no soil and/or groundwater sampling and analysis)</td>
</tr>
<tr>
<td>PHASE II ESA</td>
<td>Environmental subsurface investigation (includes soil and/or groundwater sampling and analysis)</td>
</tr>
<tr>
<td>PROPERTY</td>
<td>The Eligible Property, located at 3250 Auburn Road, Auburn Hills, MI</td>
</tr>
<tr>
<td>RCC</td>
<td>Residential Cleanup Criteria</td>
</tr>
<tr>
<td>TIF</td>
<td>Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)</td>
</tr>
<tr>
<td>TIFA</td>
<td>Tax Increment Financing Authority</td>
</tr>
<tr>
<td>TIR</td>
<td>Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)</td>
</tr>
</tbody>
</table>
1.0 Introduction

The Auburn Hills City Council (the “City”), established the Brownfield Redevelopment Authority of the City of Auburn Hills (the “AHBRA”) on September 21, 1998, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The main purpose of the Brownfield Plan, Amendment #1 (“Brownfield Plan, as amended” or “Amendment #1”) is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of property within this Brownfield Plan, as amended will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of Brownfield properties, this Brownfield Plan, as amended is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the AHBRA.

The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Brownfield Plan, as amended shall not be integral to the effectiveness or validity of this Brownfield Plan, as amended. This Brownfield Plan, as amended is intended to apply to the Eligible Property identified in this Brownfield Plan, as amended and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to this Brownfield Plan, as amended, affect the application of this Brownfield Plan, as amended to the Eligible Property, or impair the rights available to the AHBRA under this Brownfield Plan, as amended.

This Brownfield Plan, as amended is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Brownfield Plan, as amended for reference purposes.

This Brownfield Plan, as amended contains information required by Section 13(1) of Act 381.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (l)(h))

The Eligible Property (“Property”) is located at 3250 Auburn Road, in the northwest ¼ of Section 36 in Auburn Hills (Township 3 North/Range 10 East), Oakland County, Michigan. The Property is situated south of Auburn Road. It consists of one irregular-shaped parcel that contains approximately 1.27 acres. The Property is located in an area of Auburn Hills (“City”) that is characterized by commercial, manufacturing, undeveloped properties, surface roadways and the Clinton River.
The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the “Property.”

Eligible Property Information

<table>
<thead>
<tr>
<th>Address</th>
<th>Tax Identification Number</th>
<th>Basis of Brownfield Eligibility</th>
<th>Approximate Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>3250 Auburn Road</td>
<td>02-14-36-103-015</td>
<td>Facility</td>
<td>1.27</td>
</tr>
</tbody>
</table>

The Property is zoned Downtown (D). The Property does not contain any structures and is currently developed with a concrete picnic area and gravel cover.

The original Brownfield Plan included eligible activities to prepare the Property for redevelopment. This included baseline environmental assessment activities, due care activities and brownfield preparation. These eligible activities were completed by the City of Auburn Hills Brownfield Redevelopment Authority using AHBRA Local Site Remediation Revolving Fund (“LSRRF”) loan funds.

Amendment #1 includes the River’s Edge Mixed Use Development (the “Project”) consisting of the redevelopment of the Property, which is located at 3250 Auburn Road in Auburn Hills. The final redevelopment plans have not been completed, however this Project will include the site demolition of the existing concrete picnic area and construction of a new mixed use development. The Project will include a four story building providing approximately 48,800 gross square feet of residential and commercial space constructed over an underground parking level. The building will provide 45 residential units consisting of 22 studios, 9 one bedroom flats and 10 one bedroom and 4 two bedroom loft apartments. The Project will also include approximately 1,700 square feet of commercial space to be located along the Squirrel Road frontage of the building.

In addition to the economic benefits of this development to the City and the surrounding downtown, environmental activities are anticipated that would provide a safer and healthier downtown to the public and environment alike.

The Project is seeking approval of Tax Increment Financing (TIF) for eligible activities funded with AHBRA LSRRF Loan, Michigan Department of Environmental Quality Brownfield Redevelopment Loan (MDEQ Loan), and/or Developer funds. Construction is expected to begin in April of 2015.

Attachment A includes site maps of the Eligible Property, refer to: Figure 1, Scaled Property Location Map, Figure 2, Eligible Property Boundary Map (which includes lot dimensions). The legal descriptions of the parcel(s) included in the Eligible Property are presented in Attachment B.

2.2 Basis of Eligibility (Section 13 (1)(h), Section 2 (m)), Section 2(r)

The Property is considered “Eligible Property” as defined by Act 381, Section 2 because: (a) the Property was previously utilized as a commercial property; and (b) the parcel comprising the Property has been determined to be a “facility.”

Historical use of the property consists of the following:
3250 Auburn Road

- Residential and commercial barbershop: prior to 1940 – mid to late 1940s
- Residential and commercial barbershop, pool hall, hardware store, boarding house and storage garage: mid to late 1940s – early 1960s
- Commercial pool hall, hardware store, boarding house and storage garage and gas station: early 1960s - 1973
- Commercial gas station: 1973 - 2002
- Vacant (municipal park): 2002 - present

Prior to 1940, the Property was developed with a residential dwelling with an adjoining barbershop on the north central portion of the Property. Between 1940 and 1949, a building was constructed on the northeast portion of the Property. This building was reportedly occupied by a pool hall, hardware store, boarding house, and storage garage. In the early 1960s, the residential dwelling/barbershop was demolished, the site of the former dwelling was filled with foundry sand, and a Texaco gasoline service station was constructed on the central portion of the Property. The multi-use building located on the northeast portion of the Property caught fire in approximately 1970 and was demolished in 1973. The gasoline service station remained in use until approximately 1988 when the underground storage tanks (USTs) were removed from the Property. In the mid-1980s, Beebe Tire & Wholesale occupied the former gasoline service station building. This building was demolished in 2002 and the property has remained vacant since that time.

According to previous environmental investigations conducted on the Property between 1988 and 2014, petroleum contaminants and metals (e.g., arsenic, total chromium, lead, mercury, silver and selenium) have been identified in soil and/or groundwater on the property at concentrations exceeding historical Michigan Department of Environmental Quality (MDEQ) Cleanup Criteria. The source of the contaminants is likely due to the historical use of the property as a commercial gas station, a confirmed release during the removal of USTs and the past use of foundry fill material.

The following reports have been completed for the property:

- Michigan Department of Environmental Quality (MDEQ) File Information.
- Phase I ESA, prepared in July 1999 by Peerless Environmental Services, Inc. (Peerless) on behalf of the City of Auburn Hills.
- Phase II ESA, prepared in July 1999 by Peerless on behalf of the City of Auburn Hills.
- BEA, prepared in September 1999 by Peerless on behalf of the City of Auburn Hills.
- Phase I ESA, prepared in February 2012 by AKT Peerless Environmental Services (AKT Peerless) on behalf of the City of Auburn Hills.
- Soils Investigation, prepared in March 2012 by McDowell & Associates (McDowell) on behalf of the City of Auburn Hills.
- Phase II ESA, prepared in April 2012 by AKT Peerless on behalf of the City of Auburn Hills.

The following sections summarize the findings of the above detailed reports.
MDEQ File Information
According to the MDEQ Remediation Division (RD) records, two 6,000-gallon gasoline underground storage tanks (USTs), one 3,000-gallon gasoline UST and one 550-gallon UST were removed from the subject property on May 24, 1988. During removal of the USTs, holes were observed in the bottom seam of the 3,000-gallon UST. Groundwater was observed to be at approximately 20 feet below ground surface (bgs) in the excavation. Further, sheen was observed on the groundwater in the excavation and soil beneath the USTs was observed to have a strong gasoline odor. Therefore, a release was confirmed on May 24, 1988. Following removal of the USTs, an unspecified quantity of soil and groundwater was removed from the area of the former USTs and properly disposed.

NTH’s September 1988 Report on Soil and Groundwater Contamination Evaluation
On June 15, 1988, NTH collected a groundwater sample from the excavation and submitted the groundwater sample for laboratory analysis for benzene, toluene, ethylbenzene, and xylenes (BTEX). According to the work plan for soil and groundwater contamination evaluation prepared by NTH on August 9, 1988, the groundwater sample contained BTEX constituents. Further, NTH’s proposed scope of work included advancing three soil borings to a maximum depth of 50 feet bgs, installing three monitoring wells, and collecting twelve soil samples, and three groundwater samples for laboratory analysis for volatile organic compounds (VOCs) and total petroleum hydrocarbons (TPHs). The Michigan Department of Natural Resources (MDNR, currently MDEQ) approved the work plan on August 30, 1988, indicating that “samples need not be tested for TPHs but should be tested for VOCs.” On September 28, 1988, NTH prepared a Report on Soil and Groundwater Contamination Evaluation. According to the report, NTH advanced three test soil borings, two profile soil borings, installed three monitoring wells, and collected six soil and three groundwater samples from the test soil borings. The samples were submitted for laboratory analysis for VOCs and dissolved lead. According to laboratory analytical results, xylenes and toluene were detected in one soil sample (TB-3) at approximately 16.0 feet bgs at 1 part per billion (ppb). In addition, benzene was detected at 1 ppb and xylenes were detected at 5 ppb in groundwater sample MW-5 and toluene was detected at 2 ppb in groundwater sample MW-3. No additional VOCs were detected at concentrations exceeding laboratory method detection limits (MDLs). Further, all parameters were below current MDEQ Residential Generic Cleanup Criteria (RCC). NTH concluded that: “On the basis of this data, it does not appear that the gasoline leakage from the previous underground tanks at the site has had a significant impact on the groundwater of the vicinity.

Based on NTH’s September 1988 Report on Soil and Groundwater Contamination Evaluation, MDNR indicated that “Soil removal and analyses has been completed to our satisfaction. The tank excavation pit can be closed and backfilled with clean soil. On the other hand, the monitoring wells must be sampled again for confirmation of the groundwater quality.” On November 9, 1988, NTH completed a Supplemental Groundwater Testing Letter Report. According to the report, monitoring wells (MW-1, MW-2, and MW-3) were re-sampled on October 18, 1988 for laboratory analysis for benzene, toluene, and xylenes. According to laboratory analytical results, all target parameters were below laboratory MDLs. According to a letter from the MDNR dated December 13, 1988, the MDNR was satisfied with the soil removal and investigation conducted on the subject property. The MDNR concluded that: “The site does not appear to pose a threat to the environment at this time.”

Peerless’ July 1999 Phase I ESA
Peerless completed a Phase I ESA for the property located at 3250 Auburn Road and Adjoining Eastern Vacant Parcel (subject property) on July 12, 1999. Peerless’ Phase I ESA included, but was not limited to, a site walkover, review of government records, assembly and review of data from area maps and
directories, assessment of aerial photographs, and interviews with the site owner, others familiar with the subject property, and government officials.

Based on the results of the findings of the Phase I ESA, the following RECs were identified for the subject property:

- “The past use of foundry fill material at the Property represents a potential for a past release of hazardous substances and/or petroleum products;
- The current listing of the Property as an Open leaking underground storage tank (LUST) site, the past use as a gasoline/service station, and the former presence of USTs at the Property, represents a potential for a past release of hazardous substances and/or petroleum products to the Property;
- The presence of heating oil forced air units in association with the heating oil aboveground storage tank (AST), single post frame lifts, and floor drains within the building with an unknown potential discharge point, represents a potential for a past release, existing release, and/or material threat of release of hazardous substances and/or petroleum products to the Property.”

**Peerless’ July 1999 Phase II ESA**

Peerless completed a Phase II ESA for the property located at 3250 Auburn Road and Adjoining Easter Vacant Parcel (subject property) on July 13, 1999. According to the Phase II ESA, Peerless further investigated the RECs identified in their July 1999 Phase I ESA by conducting the following scope of work: (1) advanced nine soil borings to a maximum depth of 12.0 feet bgs; (2) collected eight soil samples; and (3) submitted soil samples for laboratory analysis for target parameters including: BTEX; polynuclear aromatic hydrocarbons (PNAs); polychlorinated biphenyls (PCBs); and Michigan 10 Metals (arsenic, barium, cadmium, total chromium, copper, lead, selenium, silver, and zinc), as appropriate. According to laboratory analytical results, concentrations of arsenic, lead, and selenium were detected at concentrations exceeding historical MDEQ Generic Residential Cleanup Criteria (RCC). Various concentrations in soil were detected above the historical Direct Contact Criteria (DCC), Drinking Water Protection (DWP) criteria, and Groundwater to Surface Water Interface Protection (GSIP) criteria. Peerless also compared the laboratory analytical results to current MDEQ RCC. Therefore, arsenic, total chromium, and selenium were detected at concentrations exceeding current MDEQ RCC. Various concentrations in soil were detected above the DWP, GSIP, and DCC. The results of the laboratory analyses indicated that all other target analytes are below MDEQ RCC and/or laboratory MDLs.

**Peerless’ September 1999 BEA**

On September 27, 1999, Peerless completed a Category “N” BEA on behalf of the City of Auburn Hills for the subject property. According to the BEA, arsenic, lead, and selenium were detected in soil on the subject property at concentrations exceeding MDEQ RCC. The BEA was disclosed to the MDEQ.

**AKT Peerless’ February 2012 Phase I ESA**

AKT Peerless completed a Phase I ESA for the property located at 3250 Auburn Road, Auburn Hills, Michigan on February 1, 2012. AKT Peerless’ Phase I ESA included, but was not limited to, a site walkover, review of government records, assembly and review of data from area maps and directories, assessment of aerial photographs, and interviews with the site owner, others familiar with the subject property, and government officials.

Based on the results of the findings of the Phase I ESA, the following RECs were identified for the subject property:

1. The following REC was identified in Peerless’ July 1999 Phase I ESA: “The past use of foundry fill
material at the Property represents a potential for a past release of hazardous substances and/or petroleum products.” Further, during Peerless’ 1999 Phase II ESA, metals (i.e. total chromium, arsenic, and selenium) were detected in soil samples collected in the vicinity of the former fill area at concentrations exceeding current MDEQ RCC. In addition, based on the previous analysis of soil samples collected, it is AKT Peerless’ opinion that additional VOC constituents may be present in surface and/or subsurface soil at the subject property from past foundry fill use.

2. The following REC was identified in Peerless’ July 1999 Phase I ESA: “The current listing of the Property as an Open LUST site, the past use as a gasoline/service station, and the former presence of USTs at the Property, represents a potential for a past release of hazardous substances and/or petroleum products to the Property.” Although analyzed petroleum constituents were not detected in soil samples collected from the area of the former USTs during Peerless’ July 1999 Phase II ESA, metals (i.e. total chromium, arsenic, and selenium) were detected in soil samples collected in the vicinity of the former UST area at concentrations exceeding current Part 201 RCC. In addition, it is AKT Peerless’ opinion that residual leaded (BTEX, trimethylbenzene isomers [TMBs], 1,2-dibromoethane [EDB], 1,2-dichloroethane [DCA], naphthalene, 2-methylnaphthalene, and lead), unleaded gasoline (BTEX, TMBs, methyl-tert-butyl-ether [MTBE], naphthalene, and 2-methylnaphthalene), and/or used oil (BTEX, TMBs, EDB, DCA, PNAs, cadmium, chromium, lead, and volatile halocarbons) constituents may be present in subsurface soil and/or groundwater at the subject property.

It should be noted that AKT Peerless contacted the MDEQ in February 2012 and provided supporting documentation regarding the closure of the LUST investigation. The LUST investigation was closed on February 24, 2012.

3. The following REC was identified in Peerless’ July 1999 Phase I ESA: “The presence of heating oil forced air units in association with the heating oil AST, single post frame lifts, and floor drains within the building with an unknown potential discharge point, represents a potential for a past release, existing release, and/or material threat of release of hazardous substances and/or petroleum products to the Property.” Further, during Peerless’ 1999 Phase II ESA, metals (i.e., total chromium, arsenic, and selenium) were detected at concentrations exceeding Part 201 RCC in the aforementioned areas. Further, based on the previous analysis of soil samples collected, it is AKT Peerless’ opinion that additional VOC constituents may be present in surface and/or subsurface soil at the subject property from past auto repair operations on the subject property.

4. Based on laboratory analytical results from Peerless’ 1999 Phase II ESA, the subject property currently meets the definition of a facility, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

McDowell’s March 2012 Soils Investigation
On March 27, 2012 McDowell & Associates (McDowell) collected soil samples at predetermined intervals (i.e., 1.5 to 3.0 feet, 4.5 to 6.0 feet, 7.0 to 8.5 feet, 9.5 to 11 feet, 14.5 to 16.0 feet, and 19.0 to 20.5 feet bgs) from the five soil borings advanced at the subject property for a geotechnical assessment. According to McDowell’s assessment, fill was encountered from just below the ground surface and 11.0 to 12.0 feet bgs. The fill consisted of firm to stiff brown, discolored brown and dark brown clayey silt and fine sand to sand and gravel. In addition, McDowell indicated that if a structure is proposed for this property in the future, the structure could be supported on conventional spread and/or strip footings founded on native non-organic soils or properly installed and compacted engineered fill. McDowell
indicated that some engineered fill was encountered on site, however, the horizontal and vertical extent of this engineered fill was not determined. McDowell also indicated that due to the shallow occurrence of groundwater, dewatering may be necessary during future construction activities. Further, McDowell indicated that if installing deep footings or engineered fill is inhibited by groundwater conditions or limited excavation areas, the proposed structure could be supported by deep foundations consisting of driven piles, auger cast piles, mini piles, helical piles or possibly “stone” geo-piers.

**AKT Peerless’ April 2012 Phase II ESA**

On March 27, 2012, AKT Peerless conducted a subsurface investigation at the subject property to further evaluate environmental concerns identified during previous environmental investigations. To further evaluate the RECs, AKT Peerless conducted a subsurface investigation of the subject property that included: (1) the advancement of five soil borings; (2) the installation of three temporary groundwater monitoring wells; and (3) the collection of nine soil samples and three groundwater samples. The soil and groundwater samples were submitted for analysis of target parameters including: VOCs, PNAs, Michigan 10 Metals, and hexavalent chromium, as appropriate.

AKT Peerless compared the laboratory analytical data to the applicable MDEQ Part 201 RCC as published by the MDEQ Remediation Division (RD) including: Drinking Water and Drinking Water Protection (DW/DWP); Groundwater to Surface Water Interface and Groundwater to Surface Water Interface Protection (GSI/GSIP), Groundwater Contact and Groundwater Contact Protection (GC/GCP); Soil and Groundwater Volatilization to Indoor Air Inhalation (SVIIC/GVIIC); Volatile Soil Inhalation Criteria (VSIC); Particulate Soil Inhalation (PSIC); and Direct Contact (DCC). The results of the investigation indicated the following:

- Arsenic was detected in surface and subsurface soils across the subject property at concentrations exceeding Part 201 RCC. Various concentrations in soil were detected above the GSIP, DWP, and DCC criteria.
- Lead and silver were detected in shallow groundwater at the subject property at concentrations exceeding their respective Part 201 RCC. Various concentrations in groundwater were detected above the GSI and DW criteria.

Based on laboratory analytical results, the subject property continues to meet the definition of a facility, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

It is important to note that detection levels were raised in several soil samples due to matrix interference. Bromomethane was not detected in these soil samples. However, the detection levels were raised to levels which exceed their respective Part 201 RCC.

In addition, it is important to note that detection levels were raised in several groundwater samples due to matrix interference. Benzo(g,h,i)perylene, benzo(k)fluoranthene, indeno(1,2,3-cd)pyrene, dibromochloropropane, and/or ethylene dibromide were not detected in groundwater samples collected from these samples. However, the detection levels were raised to levels which exceed their respective MDEQ RCC.

**AKT Peerless’ March 2014 Supplemental Phase II ESA**

On February 13 and 18, 2014, AKT Peerless advanced 12 soil borings and installed three temporary monitoring wells at the Property to characterize fill materials, soil and groundwater in the 48-inch storm sewer corridor, the planned underground storm water retention basin on the west side of the Property,
and the east side of the Property to support due care decisions related to proposed construction activities at the Property. The results of soil and groundwater analyses indicate that soil and water on the subject property is impacted with arsenic, lead, copper, and mercury. AKT Peerless conducted soil and groundwater sampling in areas being evaluated to support due care decisions related to proposed construction activities at the subject property. The results of the investigation indicate the following:

- Arsenic and mercury were detected in subsurface soils at concentrations exceeding the MDEQ Part 201 Nonresidential and or Residential Cleanup Criteria for Drinking Water Protection and/or Groundwater-Surface Water Interface Protection Criteria.
- Lead was detected in subsurface soils at a concentration exceeding the MDEQ Part 201 Residential Cleanup Criteria for Direct Contact Criteria.
- In addition, arsenic, copper, and lead were detected in shallow groundwater at the subject property at concentrations exceeding the MDEQ Part 201 Nonresidential and or Residential Cleanup Criteria for Drinking Water and/or Groundwater-Surface Water Interface Criteria.

Based on laboratory analytical results, the Property meets the definition of a **facility**, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended.

### 2.3 Summary of Eligible Activities and Description of Costs (Section 13 (1)(a),(b))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include BEA Activities (Phase I ESA, Phase II ESAs, and BEA), due care activities, site demolition and preparation of Brownfield Plan and Act 381 Work Plan (see Attachment C, Table 1).

The original Brownfield Plan eligible activities were completed and Amendment #1 eligible activities will be completed at the Property and are included in the Brownfield Plan, as amended. It is anticipated that several sources have and will fund eligible activities, and will be reimbursed with Tax Increment Revenues from the Property. The sources of funding may include, but are not limited to AHBRA LSRRF Loan, MDEQ Loan and Developer funds.

A summary of all eligible activities and the estimated cost of each eligible activity are included in the tables below. Table 1 includes eligible activities to be reimbursed with TIR from the Property included in the original Brownfield Plan and the Brownfield Plan, as amended.

<table>
<thead>
<tr>
<th>Description of Eligible Activities</th>
<th>Original Brownfield Plan (2013) Eligible Activity Cost*</th>
<th>Amendment #1 (2014) Eligible Activity Cost*</th>
<th>Amendment #1 Local Only Eligible Activity Cost**</th>
<th>Amendment #1 MDEQ Loan Activities*</th>
<th>Total Eligible Activity Cost***</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. BEA Activities</td>
<td>$ 28,900</td>
<td>52,650</td>
<td></td>
<td></td>
<td>81,550</td>
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<tr>
<td>2. Due Care Activities</td>
<td>$ 6,200</td>
<td>283,240</td>
<td>499,860</td>
<td>789,300</td>
<td></td>
</tr>
</tbody>
</table>
### Description of Eligible Activities

<table>
<thead>
<tr>
<th>Description of Eligible Activities</th>
<th>Original Brownfield Plan (2013) Eligible Activity Cost*</th>
<th>Amendment #1 (2014) Eligible Activity Cost*</th>
<th>Amendment #1 Local Only Eligible Activity Cost**</th>
<th>Amendment #1 MDEQ Loan Activities*</th>
<th>Total Eligible Activity Cost***</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Demolition</td>
<td>$</td>
<td>42,250</td>
<td>42,250</td>
<td></td>
<td>913,100</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$ 35,100</td>
<td>335,890</td>
<td>42,250</td>
<td>499,860</td>
<td>574,839</td>
</tr>
<tr>
<td>4. 15% Contingency****</td>
<td>$ 6,465</td>
<td>42,486</td>
<td>6,338</td>
<td>74,979</td>
<td>130,268</td>
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<tr>
<td>5. Preparation of the Original Brownfield Plan and Amendment #1</td>
<td>$ 8,000</td>
<td>10,000</td>
<td></td>
<td>18,000</td>
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</tr>
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<td>6. Preparation of Act 381 Work Plan</td>
<td>$ 0</td>
<td>10,000</td>
<td></td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>7. MDEQ Loan Work Plan</td>
<td>$ 0</td>
<td>5,000</td>
<td></td>
<td>5,000</td>
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</tr>
<tr>
<td>Subtotal</td>
<td>$ 49,565</td>
<td>403,376</td>
<td>48,588</td>
<td>574,839</td>
<td>1,076,368</td>
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<tr>
<td>8. AHBRA Administrative Fees</td>
<td>$ 0</td>
<td>35,014</td>
<td></td>
<td>35,014</td>
<td></td>
</tr>
<tr>
<td>9. Interest****</td>
<td></td>
<td>82,674</td>
<td></td>
<td>82,674</td>
<td></td>
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<tr>
<td>10. LSRRF Deposits*****</td>
<td>$ 0</td>
<td>425,527</td>
<td></td>
<td>425,527</td>
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</tr>
<tr>
<td>Total</td>
<td>$ 49,565</td>
<td>946,591</td>
<td>48,588</td>
<td>574,839</td>
<td>1,619,583</td>
</tr>
</tbody>
</table>

*Original Brownfield Plan and Amendment #1 eligible activities will be reimbursed with School and Local TIR and may be funded by AHBRA LSRRF Loan, MDEQ Loan and/or Developer funds.

**Amendment #1 local-only eligible activities will be reimbursed with Local Only TIR and may be funded by AHBRA LSRRF Loan and/or Developer funds.

***Estimated costs are subject to approval by MDEQ. Any costs not approved by the MDEQ may become local only costs paid out of captured tax increment revenues from locally levied millages (to the extent available).

****The contingency includes the Original Brownfield Plan contingency amount. The contingency applied to Amendment #1 eligible activities is not applied to completed BEA and Due Care Planning Activities, nor preparation of Brownfield Plan or Act 381 Work Plan.

*****Interest is calculated annually at 1.5% simple interest on unreimbursed eligible activities, in accordance with AHBRA policy.

******LSRRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property and are shown in Attachment C, Table 1.

It is currently anticipated that construction will begin in April 2015 and be completed by December 2015.
The AHBRA and the Developer desire to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the AHBRA and used to reimburse the cost of the eligible activities completed on the Property under the original Brownfield Plan, Amendment #1 and terms of the Reimbursement Agreement with the AHBRA (the “Reimbursement Agreement”). The MDEQ Loan will be reimbursed first, the AHBRA LSRRF loan will be reimbursed second and the Developer will be reimbursed third with TIR generated from the Property to reimburse eligible activities completed under the Brownfield Plan, as amended.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Brownfield Plan, as amended that will qualify for reimbursement from tax increment revenues of the AHBRA from the Property shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement.

In accordance with this Brownfield Plan, as amended, the associated Reimbursement Agreement, the amount advanced by the AHBRA LSRRF, MDEQ Loan, and Developer will be repaid by the AHBRA solely from the tax increment revenues realized from the Eligible Property or from the existing AHBRA LSRRF. The amount advanced by the MDEQ Loan and/or Developer will be repaid by AHBRA together with interest at the rate set at 1.5% simple interest, solely from the tax increment revenues realized from the Eligible Property. Payments will be made to the full extent incremental property tax revenues are or become available for such purpose under the Act. The AHBRA may opt to pay down the MDEQ Loan with their existing LSRRF. Based on the projected cost of eligible activities, interest reimbursement in this Plan is estimated at $82,674. However, if the actual cost of eligible activities turns out to be lower than the above estimates, interest reimbursement may be lower, subject to the 1.5% simple interest calculation.

Tax increment revenues will first be used to pay or reimburse administrative expenses described in the table above. The amount of school tax revenues, which will be used to reimburse the costs of implementing eligible activities at this site, will be limited to the cost of eligible activities approved by the MDEQ. In the event that the use of school tax revenues to reimburse specific eligible activities is not approved by the MDEQ, these specific activities will be reimbursed with local-only TIF (to the extent available).

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(1)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13(1)(g), Section 2(ee))

This Brownfield Plan, as amended anticipates the capture of tax increment revenues to reimburse the AHBRA, the MDEQ Brownfield Loan, and Developer for the costs of eligible activities under this Brownfield Plan, as amended in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Plan, as amended as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2015.

Once a development occurs on this site and tax revenues are available for reimbursement, the AHBRA will be reimbursed first with TIR from the Property to make their LSRRF whole for eligible activities conducted at the Property under the Original Brownfield Plan.
For as long as the Property is located within the TIFA A District, 50% of the local millages are available for capture by the AHBRA. Please refer to Attachment C, Table 2 for an itemized list of these millages.

The following table summarizes the sources of reimbursement for the projected cost of eligible activities and fees:

<table>
<thead>
<tr>
<th>Reimbursement Source (mills)</th>
<th>Total Reimbursable Expenses: $1,619,483</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>($1,107,954 MDEQ; $51,088 Local-Only $35,014 Administrative; $425,527 LSRRF)</td>
</tr>
<tr>
<td>MDEQ and Local-Only Eligible Activities and Interest Estimated Cost (Not including Admin and LSRRF capture)</td>
<td>School Operating/SET (24.0000)</td>
</tr>
<tr>
<td>$742,120</td>
<td>$416,922</td>
</tr>
</tbody>
</table>

All reimbursement will be in accordance with the Reimbursement Agreement.

The total estimated cost of the eligible activities, interest and other costs (including administrative fees, contingency and LSRRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be $1,619,583. The estimated effective initial taxable value for this Plan, as amended is $0, and is based on land and real property tax only. Redevelopment of the Property is expected to initially generate incremental taxable value in 2015 with the first significant increase in taxable value of approximately $2,925,000 beginning in 2016.

It is estimated that the AHBRA will capture the 2015 through 2029 tax increment revenues to reimburse the AHBRA and Developer the cost of the eligible activities, interest, State Brownfield Redevelopment Fund, LSRRF and pay AHBRA administrative fees. AHBRA administrative fees may be paid only out of local tax increment revenue captured by the AHBRA.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property and the actual millage rates levied by the various taxing jurisdictions during each year of the Brownfield Plan, as amended are shown in Attachment C, Table 2. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

2.5 Plan of Financing (Section 13(1)(d)); Maximum Amount of Indebtedness (Section 13(1)(e))

Eligible activities may be financed by AHBRA LSRRF Loan, MDEQ Loan and the Developer. The AHBRA will reimburse the MDEQ first, the AHBRA second, and the Developer third for the cost of approved eligible activities under this Brownfield Plan, as amended, but only from tax increment revenues generated from the Property as available, and subject to the Reimbursement Agreement.

All reimbursements authorized under this Brownfield Plan, as amended shall be governed by the Reimbursement Agreement. The AHBRA shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan, as amended. The inclusion of eligible activities and estimates of costs
to be reimbursed in this Brownfield Plan, as amended is intended to: (1) authorize the AHBRA to fund such reimbursements; (2) identify eligible activities to be funded with AHBRA LSRRF loan, MDEQ loan funds and/or Developer funds. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, as amended, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, as amended, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan, as amended.

2.6 Duration of Plan (Section 13(1)(f))

In no event shall the duration of the Brownfield Plan, as amended exceed 35 years following the date of the resolution approving the Brownfield Plan, as amended, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan, as amended.

2.7 Effective Date of Inclusion in Brownfield Plan

The Property will become a part of this Brownfield Plan, as amended on the date this Brownfield Plan, as amended is approved by the City of Auburn Hills. The date of tax capture shall commence during the year construction begins or the immediate following year as increment revenue becomes available, but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan, as amended amendment.

2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13(1)(i-l))

There are no persons or businesses residing on the Eligible Property, and no occupied residences will be acquired or cleared; therefore there will be no displacement or relocation of persons or businesses under this Plan, as amended.

2.9 Local Site Remediation Revolving Fund (“LSRRF”) (Section 8, Section 13(1)(m))

The AHBRA has established a Local Site Remediation Revolving Fund (LSRRF). The AHBRA will capture incremental local and state school taxes to fund the LSRRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LSRRF will be determined on a case-by-case basis. Considerations may include, but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LSRRF funding, projected need for LSRRF funds, and amount of school tax capture available in accordance with Act 381.

The amount of tax increment revenue authorized for capture and deposit in the LSRRF is estimated at $425,527.

2.10 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in this Plan, as amended is summarized below.

There are 36.0594 non-homestead mills available for capture, with school millage equaling 24.0000 mills (67%) and local millage equaling 12.0594 mills (33%). None of the project will include homestead residential property, with those properties including the State Education Tax and local ISD taxes. The requested tax capture for MDEQ eligible activities breaks down as follows:
## Tax Capture

<table>
<thead>
<tr>
<th>State to Local Tax Capture</th>
<th>Eligible Activities, Interest and Contingency</th>
</tr>
</thead>
<tbody>
<tr>
<td>MDEQ School tax capture (67%)</td>
<td>$742,120</td>
</tr>
<tr>
<td>MDEQ Local tax capture (33%)</td>
<td>$365,834</td>
</tr>
<tr>
<td>Total</td>
<td>$1,107,954</td>
</tr>
</tbody>
</table>
Attachments
Attachment A

Site Maps and Photographs
Attachment B

Legal Description(s)
Detailed Tax Information

Parcel: 02-14-36-103-015  Data Current As Of: 1:57 PM   7/22/2014

Property Address [collapse]

3250 AUBURN RD
AUBURN HILLS, MI 48326-3217

Owner Information [collapse]

CITY OF AUBURN HILLS
TIFA
1827 N SQUIRREL RD
AUBURN HILLS, MI 48326

Unit: 02

Taxpayer Information [collapse]

SEE OWNER INFORMATION

Legal Information for 02-14-36-103-015 [collapse]

T3N, R10E, SEC 36 SUPERVISOR’S PLAT NO 9 PART OF LOT 16 BEG AT SW COR OF LOT 17 TH N 89-58-09 W ALG EXT OF S LI OF LOT 17 TO PT DIST 312 FT FROM SE COR OF LOT 17, TH ALG ELY LI OF CLINTON RIVER AS IT NOW EXISTS N 56-54-52 E 130.43 FT & N 00-08-42 W 75 FT, TH S 89-58-09 E ALG N LI OF LOT 16 TO NW COR OF LOT 17, TH SLY ALG LOT LI TO BEG, ALSO ALL OF LOTS 17 & 18 2-11-04 FR 002 & 003

**Note:** On March 1 at 00:00, local taxes become ineligible for payment at the local unit. The total due shown for prior year taxes is as of the annual settlement date with the County for that particular tax year and does not reflect any payments, fees, or interest accrual that may have occurred after the settlement date. For updated tax information, please check with the local County.

Use the +/- button to expand and collapse the Tax Detail Information.

<table>
<thead>
<tr>
<th>Year / Season</th>
<th>Total Amt</th>
<th>Total Paid</th>
<th>Last Paid</th>
<th>Total Due</th>
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<tbody>
<tr>
<td>2014, Summer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2013, Winter</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2013, Summer</td>
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<td>$0.00</td>
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<tr>
<td>2012, Winter</td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2012, Summer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2011, Winter</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>2011, Summer</td>
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<td>$0.00</td>
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<tr>
<td>2010, Summer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2009, Winter</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>2009, Summer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>2008, Winter</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2008, Summer</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>2007, Winter</td>
<td>$6,892.77</td>
<td>$6,892.77</td>
<td>12/20/2007</td>
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<td>2007, Summer</td>
<td>$7,891.86</td>
<td>$7,891.86</td>
<td>07/06/2007</td>
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<td>2006, Winter</td>
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<td>2006, Summer</td>
<td>$7,573.50</td>
<td>$7,573.50</td>
<td>09/21/2006</td>
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<tr>
<td>2005, Winter</td>
<td>$7,750.78</td>
<td>$7,750.78</td>
<td>01/31/2006</td>
<td>$0.00</td>
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</tbody>
</table>

**Read Note Above**
<table>
<thead>
<tr>
<th>Year</th>
<th>Season</th>
<th>Amount</th>
<th>Total Amount</th>
<th>Date</th>
<th>Fee</th>
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</thead>
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<tr>
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<td>Summer</td>
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<td></td>
<td>$0.00</td>
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Privacy Policy
Attachment C

Tables
Table 1 Eligible Activities
River’s Edge
3250 Auburn Road
Auburn Hills, Michigan
AKT Peerles Project No.: 791875
October 21, 2014

<table>
<thead>
<tr>
<th>Environmental Eligible Activities (MDEQ)</th>
<th>Requested Estimates</th>
<th>Original Brownfield Plan School and Local MDEQ Act 381 Eligible Activities Reimbursed with TIR</th>
<th>Amendment #1 School and Local MDEQ Act 381 Eligible Activities Reimbursed with TIR*</th>
<th>Amendment #1 Local Only Eligible Activities Reimbursed with TIR*</th>
<th>Amendment #1 MDEQ Loan Eligible Activities Reimbursed with School and Local TIR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Letters</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activity</td>
<td>Estimated Total Cost</td>
<td>Original Brownfield Plan School and Local MDEQ Act 381 Eligible Activities Reimbursed with TIR</td>
<td>Amendment #1 School and Local MDEQ Act 381 Eligible Activities Reimbursed with TIR*</td>
<td>Amendment #1 Local Only Eligible Activities Reimbursed with TIR*</td>
<td>Amendment #1 MDEQ Loan Eligible Activities Reimbursed with School and Local TIR</td>
</tr>
<tr>
<td>2000-Baseline Environmental Activities (BEA) Environmental Assessment Activities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase I ESA-City</td>
<td>$2,200</td>
<td>$2,200</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Phase I ESA-Developer</td>
<td>$2,200</td>
<td>$2,200</td>
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<tr>
<td>Phase II ESA-City</td>
<td>$23,200</td>
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<tr>
<td>Supplemental Phase II ESA-City</td>
<td>$50,450</td>
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<tr>
<td>BEA Developer</td>
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<td>BEA Environmental Assessment Activities Total</td>
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<td>$28,900</td>
<td>$52,650</td>
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</tr>
<tr>
<td>2000-Section 7a Compliance Analysis (Due Care Plan) and Due Care Activities</td>
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<td></td>
</tr>
<tr>
<td>Due Care Planning</td>
<td>$10,000</td>
<td>$4,000</td>
<td>$6,000</td>
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<tr>
<td>Due Care Plan-Pre Development-City</td>
<td>$3,700</td>
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<tr>
<td>Due Care Plan-Pre Development-Developer</td>
<td>$2,500</td>
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<td>Due Care Plan-Construction Management Plan</td>
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<td>Due Care Plan-Post Construction</td>
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<td>Dewatering</td>
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<td>Dewatering-Pre-Treatment (if required)</td>
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<td>Dewatering-Analytical</td>
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<td>Dewatering-Disposal (100 gpm for 75 days)</td>
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<td>Dewatering-Reporting &amp; Management</td>
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<td>$300,000</td>
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<td>Soil Management - Backfill</td>
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<td>Sheeting &amp; Shoring</td>
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<td>On-Site Environmental Construction Management</td>
<td>$25,000</td>
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<td>$15,000</td>
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<tr>
<td>On-Site Environmental Project Management</td>
<td>$12,000</td>
<td>$4,800</td>
<td>$7,200</td>
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<tr>
<td>Due Care-Direct Contact Barrier (crushed limestone cover over central portion of property (~9,700 sq ft and 4 in thick)**</td>
<td>$2,500</td>
<td>$2,500</td>
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<td>Temporary Truck Wash Facility</td>
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<td>$1,500</td>
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<td>Health and Safety Plan(s)</td>
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<td>$3,000</td>
<td>$4,500</td>
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<tr>
<td>Due Care-Bid Specifications</td>
<td>$5,000</td>
<td>$2,000</td>
<td>$3,000</td>
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<tr>
<td>Due Care-Project Management</td>
<td>$10,000</td>
<td>$4,000</td>
<td>$6,000</td>
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<tr>
<td>Due Care-Soft Costs</td>
<td>$15,000</td>
<td>$6,000</td>
<td>$9,000</td>
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<tr>
<td>Section 7a Compliance Analysis (Due Care Plan) and Due Care Activities Total</td>
<td>$789,300</td>
<td>$283,240</td>
<td>$499,860</td>
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<tr>
<td>Environmental Eligible Activities (MDEQ) Grand Total</td>
<td>$870,850</td>
<td>$35,100</td>
<td>$335,890</td>
<td>$499,860</td>
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Table 1 Eligible Activities
River's Edge
3250 Auburn Road
Auburn Hills, Michigan
AKT Peerles Project No.: 791875
October 21, 2014

<table>
<thead>
<tr>
<th>Non-Environmental Eligible Activities (MSF)</th>
<th></th>
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<tbody>
<tr>
<td>5000-Demolition (LSRFF)</td>
<td>12,000</td>
<td>12,000</td>
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<tr>
<td>Demolition On-Site Oversight</td>
<td>6,250</td>
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<tr>
<td>Demolition-Bid Specifications</td>
<td>8,000</td>
<td>8,000</td>
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<tr>
<td>Demolition-Project Management</td>
<td>6,000</td>
<td>6,000</td>
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<tr>
<td>Demolition-Soft Costs</td>
<td>10,000</td>
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<tr>
<td>Demolition Total</td>
<td>42,250</td>
<td>42,250</td>
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<tr>
<td>Non-Environmental Eligible Activities (MSF) Grand Total</td>
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<td>42,250</td>
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</table>

<table>
<thead>
<tr>
<th>9000-Brownfield Plan and Act 381 Work Plan Preparation</th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownfield Plan (Original and Amendment #1)</td>
<td>18,000</td>
<td>8,000</td>
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<tr>
<td>Act 381 Work Plan MDEQ</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>MDEQ Loan Work Plan</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Brownfield Plan and Act 381 Work Plan Preparation Total</td>
<td>33,000</td>
<td>8,000</td>
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<tr>
<td>Eligible Activities Subtotal</td>
<td>946,100</td>
<td>43,100</td>
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<tr>
<td>15% Contingency on Eligible Activities***</td>
<td>130,268</td>
<td>6,465</td>
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<tr>
<td>Interest (Simple at 1.5% of unreimbursed Amendment #1 MDEQ Activities)</td>
<td>82,674</td>
<td>82,674</td>
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<tr>
<td>LSRRF</td>
<td>425,527</td>
<td></td>
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<tr>
<td>AHBRA Administration</td>
<td>35,014</td>
<td></td>
</tr>
<tr>
<td>Eligible Activities Grand Total</td>
<td>1,619,583</td>
<td>49,565</td>
</tr>
</tbody>
</table>

| Original Brownfield Plan Total Eligible Activities to be Reimbursed with School and Local TIR | 47,065 |
| Original Brownfield Plan Total Eligible Activities to be Reimbursed with Local Only TIR | 2,500  |
| Amendment #1 Total Eligible Activities and Interest to be Reimbursed with School and Local TIR | 1,060,889 |
| Amendment #1 Total Eligible Activities to be Reimbursed with Local Only TIR | 48,588 |
| Total Eligible Activities and Interest (Not including AHBRA Admin or LSRRF) to be Reimbursed with TIR | 1,159,042 |

*Amendment #1 Eligible Activities will be Reimbursed with TIR and may be funded by Developer and/or AHBRA. LSRRF
**Original Brownfield Plan direct Contact Barrier is considered a Due Care activity and will be reimbursed with local-only TIR
***The contingency includes the Original Brownfield Plan contingency amount. The contingency applied to Amendment #1 Eligible Activities is not applied to completed SEA activities, nor preparation of Brownfield Plan or Act 381 Work Plan.
## Table 2: Tax Increment Financing Estimates

**River’s Edge**

3325 Auburn Road
Auburn Hills, Michigan

AKT Peerless Project No.: 79187S

October 21, 2014

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Local Yearly Incremental Taxes for Capture</th>
<th>Total School Local Yearly Incremental Taxes</th>
<th>Total Non-School Yearly Incremental Taxes</th>
<th>Total Taxes (Capturable)</th>
</tr>
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<tbody>
<tr>
<td>2014</td>
<td>1,985</td>
<td>105,474</td>
<td>700,281</td>
<td>1,584,569</td>
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<tr>
<td>2015</td>
<td>2,019</td>
<td>109,357</td>
<td>737,725</td>
<td>1,750,911</td>
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<tr>
<td>2016</td>
<td>2,053</td>
<td>113,238</td>
<td>775,225</td>
<td>1,870,665</td>
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<tr>
<td>2017</td>
<td>2,088</td>
<td>117,041</td>
<td>813,740</td>
<td>1,994,101</td>
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<tr>
<td>2018</td>
<td>2,123</td>
<td>120,844</td>
<td>852,245</td>
<td>2,115,589</td>
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<tr>
<td>2019</td>
<td>2,159</td>
<td>124,627</td>
<td>890,749</td>
<td>2,237,616</td>
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<tr>
<td>2020</td>
<td>2,195</td>
<td>128,381</td>
<td>929,243</td>
<td>2,359,624</td>
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<tr>
<td>Totals</td>
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<td></td>
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<td>7,090,645</td>
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</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Local Taxes Captured by BRA - Initial MILs</th>
<th>Local Taxes Captured by BRA - 10% of MILs</th>
<th>Total Local Taxes Captured by BRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>115</td>
<td>6,318</td>
<td>7,433</td>
</tr>
<tr>
<td>2015</td>
<td>115</td>
<td>6,318</td>
<td>7,433</td>
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<tr>
<td>2016</td>
<td>115</td>
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<td>2017</td>
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<td>2018</td>
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<td>2019</td>
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<td>47,195</td>
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<table>
<thead>
<tr>
<th>Year</th>
<th>Local Taxes Captured by TIFA - 10% of MILs</th>
<th>Total Local Taxes Captured by TIFA</th>
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<tr>
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<td>129,295</td>
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<tr>
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## Land and Real Property Initial Taxable Values

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<th>OCC VOTED</th>
<th>OIS ALLOCATED</th>
<th>OIS VOTED</th>
<th>SINKING FUND</th>
<th>STATE EDUCATION</th>
<th>TOTAL TAXABLE VALUE (annual increase of 1%)</th>
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<tr>
<td>2014</td>
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<td>2,638</td>
<td>2,638</td>
<td>1,030</td>
<td>1,030</td>
<td>1,755</td>
<td>730,287</td>
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<td>2,644</td>
<td>2,644</td>
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<td>1,035</td>
<td>1,755</td>
<td>733,477</td>
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<td>2,650</td>
<td>2,650</td>
<td>1,040</td>
<td>1,040</td>
<td>1,755</td>
<td>736,665</td>
<td>3,542,600</td>
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<td>2,656</td>
<td>2,656</td>
<td>1,045</td>
<td>1,045</td>
<td>1,755</td>
<td>739,854</td>
<td>3,572,200</td>
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<td>2018</td>
<td>2,077</td>
<td>2,662</td>
<td>2,662</td>
<td>1,050</td>
<td>1,050</td>
<td>1,755</td>
<td>743,042</td>
<td>3,601,800</td>
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<tr>
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<td>2,668</td>
<td>2,668</td>
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<td>1,055</td>
<td>1,755</td>
<td>746,230</td>
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<td>1,755</td>
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## Incremental Difference (Projected - Existing)

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<th>CITY GENERAL</th>
<th>CITY LIBRARY</th>
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<th>OIS ALLOCATED</th>
<th>OIS VOTED</th>
<th>SINKING FUND</th>
<th>STATE EDUCATION</th>
<th>Incremental Difference (Projected - Existing)</th>
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<tr>
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<td>2,626</td>
<td>2,653</td>
<td>2,679</td>
<td>2,760</td>
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<td>2,816</td>
<td>55,050</td>
</tr>
<tr>
<td>2015</td>
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<td>2,606</td>
<td>2,631</td>
<td>2,658</td>
<td>2,684</td>
<td>2,766</td>
<td>2,794</td>
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<tr>
<td>2016</td>
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<td>2,611</td>
<td>2,636</td>
<td>2,663</td>
<td>2,690</td>
<td>2,772</td>
<td>2,800</td>
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<td>55,050</td>
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<tr>
<td>2017</td>
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<td>2,617</td>
<td>2,642</td>
<td>2,670</td>
<td>2,700</td>
<td>2,784</td>
<td>2,812</td>
<td>2,840</td>
<td>55,050</td>
</tr>
<tr>
<td>2018</td>
<td>2,597</td>
<td>2,622</td>
<td>2,647</td>
<td>2,675</td>
<td>2,705</td>
<td>2,788</td>
<td>2,816</td>
<td>2,848</td>
<td>55,050</td>
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<tr>
<td>2019</td>
<td>2,603</td>
<td>2,628</td>
<td>2,653</td>
<td>2,683</td>
<td>2,713</td>
<td>2,796</td>
<td>2,824</td>
<td>2,856</td>
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<tr>
<td>2020</td>
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<td>2,634</td>
<td>2,659</td>
<td>2,690</td>
<td>2,720</td>
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<td></td>
<td></td>
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<td>55,050</td>
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## Administrative Fee Captured by BRA

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<th>Administrative Fee Captured by BRA</th>
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</thead>
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<tr>
<td>2015</td>
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<td>2016</td>
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<td>2017</td>
<td>62,590</td>
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<tr>
<td>2018</td>
<td>70,344</td>
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<tr>
<td>2019</td>
<td>78,100</td>
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<tr>
<td>2020</td>
<td>85,888</td>
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<tr>
<td>Totals</td>
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</tr>
</tbody>
</table>
Table 2 Tax Increment Financing Estimates
River's Edge
3310 Auburn Road
Auburn Hills, Michigan
AKT Peerless Project No.: 79187S
October 21, 2014

| Total AHBRA and AHBRA and/or Developer Return*** | 1,159,042$ |
| Local-Only Activities (Amendment #1) | |
| Simple Interest (1.5% on Unreimbursed MDEQ Activities) | |
| Unreimbursed Environmental Activities (School Taxes) | |
| Unreimbursed Environmental Activities (Local Taxes) | |
| Total Unreimbursed Environmental Activities | |
| Local Taxes | |
| School Taxes | |
| Local-Only Activities (Original Brownfield Plan) | |
| MDEQ Environmental Activities | |
| Unreimbursed Local-Only Eligible Activities | |
| Table 2 Tax Increment Financing Estimates

**AHBRA Return includes only the Original Brownfield Plan Eligible Activities Amount
***AHBRA and/or Developer Return includes Amendment #1 Eligible Activities and Simple Interest

<table>
<thead>
<tr>
<th>Mileage</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>32.004</td>
</tr>
<tr>
<td>State</td>
<td>24.500</td>
</tr>
</tbody>
</table>

*The base value of the Property includes Land and Real Property only, no personal property was included.

| Table 2 Tax Increment Financing Estimates

River's Edge
3310 Auburn Road
Auburn Hills, Michigan
AKT Peerless Project No.: 79187S
October 21, 2014

| Total AHBRA and AHBRA and/or Developer Return*** | 1,159,042$ |
| Local-Only Activities (Amendment #1) | |
| Simple Interest (1.5% on Unreimbursed MDEQ Activities) | |
| Unreimbursed Environmental Activities (School Taxes) | |
| Unreimbursed Environmental Activities (Local Taxes) | |
| Total Unreimbursed Environmental Activities | |
| Local Taxes | |
| School Taxes | |
| Local-Only Activities (Original Brownfield Plan) | |
| MDEQ Environmental Activities | |
| Unreimbursed Local-Only Eligible Activities | |
| Table 2 Tax Increment Financing Estimates

**AHBRA Return includes only the Original Brownfield Plan Eligible Activities Amount
***AHBRA and/or Developer Return includes Amendment #1 Eligible Activities and Simple Interest

<table>
<thead>
<tr>
<th>Mileage</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>32.004</td>
</tr>
<tr>
<td>State</td>
<td>24.500</td>
</tr>
</tbody>
</table>

*The base value of the Property includes Land and Real Property only, no personal property was included.

| Table 2 Tax Increment Financing Estimates

River's Edge
3310 Auburn Road
Auburn Hills, Michigan
AKT Peerless Project No.: 79187S
October 21, 2014

| Total AHBRA and AHBRA and/or Developer Return*** | 1,159,042$ |
| Local-Only Activities (Amendment #1) | |
| Simple Interest (1.5% on Unreimbursed MDEQ Activities) | |
| Unreimbursed Environmental Activities (School Taxes) | |
| Unreimbursed Environmental Activities (Local Taxes) | |
| Total Unreimbursed Environmental Activities | |
| Local Taxes | |
| School Taxes | |
| Local-Only Activities (Original Brownfield Plan) | |
| MDEQ Environmental Activities | |
| Unreimbursed Local-Only Eligible Activities | |
| Table 2 Tax Increment Financing Estimates

**AHBRA Return includes only the Original Brownfield Plan Eligible Activities Amount
***AHBRA and/or Developer Return includes Amendment #1 Eligible Activities and Simple Interest

<table>
<thead>
<tr>
<th>Mileage</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>32.004</td>
</tr>
<tr>
<td>State</td>
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</tr>
</tbody>
</table>

*The base value of the Property includes Land and Real Property only, no personal property was included.

| Table 2 Tax Increment Financing Estimates

River's Edge
3310 Auburn Road
Auburn Hills, Michigan
AKT Peerless Project No.: 79187S
October 21, 2014

| Total AHBRA and AHBRA and/or Developer Return*** | 1,159,042$ |
| Local-Only Activities (Amendment #1) | |
| Simple Interest (1.5% on Unreimbursed MDEQ Activities) | |
| Unreimbursed Environmental Activities (School Taxes) | |
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| Total Unreimbursed Environmental Activities | |
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To: Mayor and City Council  
From: Thomas Tanghe, City Manager and Karen Adcock, Senior Services Director  
Submitted: November 25, 2014  
Subject: Public Hearing and Approval of Community Development Block Grant Funding Allocation for Program Year 2014

INTRODUCTION AND HISTORY

The Community Development Block Grant Program (CDBG) is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to counties and communities. CDBG funds housing, public facility, public service, and community development activities that benefit low-income households and persons with special needs. Oakland County receives CDBG funds as the agent and distributes the funds based on the total population and the number of low/moderate-income residents in the community. There are 52 participating communities.

All eligible projects must meet at least one of the following CDBG national objectives: Primarily benefit low or moderate-income persons or households, OR aid in the elimination of slum or blight conditions (rigid guidelines) OR meet an urgent community need (for example: natural disasters).

Historically the City has followed the first objective: benefit low or moderate-income persons or households by funding Minor Home Repair, Yard Services for Seniors and Disabled Residents, Haven and both Avondale & Pontiac Youth Assistance.

We are only allowed to fund four (4) projects and each project can be no less than $2,500.00 and only 30% can be Public Service projects. Public Service projects include Yard Services, Youth Assistance, Domestic Violence, etc. Minor Home Repair is a separate category.

There are several steps in the CDBG application process. The first step was attending the annual application workshop this past November.

Next, the community must determine local need(s), by hosting a Public Hearing on the use of Community Development Block Grant (CDBG) funds. This is when residents and other interested parties can present their ideas for CDBG funding use. It is important to remember we are not proposing to fund individual agencies tonight. We are determining what services and/or needs we wish to fund. It will not be until July 2016 when we actually receive our grant dollars that we can seek bids for services. For example we fund Yard Services (lawn and snow plowing) for seniors. However we have to seek bids for that service each year.

In addition at this time it would be appropriate for any other agency to present to the council their requests for funding. If other agencies do request money through the CDBG program remember that particular agency would have to be a sole source provider of such service or the city would be required to seek bids for that particular service. Also it is important to keep in mind if Council chooses to fund different categories it will impact the delivery of services to others.
During these presentations it would be quite appropriate for City Council members to discuss the proposed allocations with the agency representatives and/or staff.

At the conclusion of the presentations, it would then be appropriate for the Mayor to open a Public Hearing to hear comments, written or verbal from the public. **CDBG guidelines are very specific that during this Public Hearing that only the public may make comment at this time.** When all comments have been received it would be appropriate for the Mayor to close the Public Hearing.

Once the Public Hearing has closed it is the responsibility of the governing body to do three things: Sign the HUD Conflict of Interest Certification, Sign the Sub-recipient Agreement and to adopt a proposed CDBG budget. From there city staff will complete the application and submit to the county by the deadline.

At the close of the Public Hearing further discussions may ensue, City Council may vote on the proposed budget as presented or revise the proposed budget as the City Council sees appropriate.

HUD along with the county directs that each line item is to be voted upon as a separate motion, and if any member of the voting body has a direct relationship to an agency that will be funded, that member is to abstain from the individual line item vote.

**STAFF RECOMMENDATIONS**
The Staff recommends Council consider the following motions to accept the CDBG budget.

**MOTION #1:** Move to accept the Conflict of Interest Resolution as part of the CDBG application and to authorize the City Mayor to sign the application and submit documents to Oakland County.

**MOTION #2:** Move to accept the Program Year 2014 Community Development Block Grant (CDBG) Sub-recipient Agreement between the County of Oakland and the City of Auburn Hills as part of the CDBG application and to authorize the City Mayor to sign the application and submit documents to Oakland County.

**MOTION #3:** Move to accept the Community Development Block Grant (CDBG) application budget line item Minor Home Repair in the amount of $40,208 as part of the approximate amount of $57,440 and authorize the City Mayor to sign the application and submit the documents to Oakland County.

**MOTION #4:** Move to accept the Community Development Block Grant (CDBG) application budget line item Yard in the amount of $9,232 as part of the approximate amount of $57,440 and authorize the City Mayor to sign the application and submit the documents to Oakland County.

**MOTION #5:** Move to accept the Community Development Block Grant (CDBG) application budget line item [insert Youth Assistance Name] Youth Assistance in the amount of $5,000 as part of the approximate amount of $57,440 and authorize the City Mayor to sign the application and submit the documents to Oakland County.

**MOTION #6:** Move to accept the Community Development Block Grant (CDBG) application budget line item Haven in the amount of $3,000 as part of the approximate amount of $57,440 and authorize the City Mayor to sign the application and submit the documents to Oakland County.

I CONCUR: THOMAS TANGHE, CITY MANAGER
Part 6 – Conflict of Interest Certification (One Per Community)

Code of Federal Regulations Title 24, Volume 3
Revised as of April 1, 2004 CITE: 24CFR70.611

TITLE 24—HOUSING AND URBAN DEVELOPMENT CHAPTER V—OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HUD
Part 570 Community Development Block Grants Subpart K Other Program Requirements
Sec. 570.611 Conflict of interest

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance [e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)].

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person’s tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation: (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and (ii) An opinion of the recipient’s attorney that the interest for which the exception is sought would not violate State or local law. (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient’s program or project, taking into account the cumulative effect of the following factors, as applicable: (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available; (ii) Whether an opportunity was provided for open competitive bidding or negotiation; (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class; (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question; (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section; (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and (vii) Any other relevant considerations.

By applying for CDBG funds, the Participating Community certifies that they have read the above:

<table>
<thead>
<tr>
<th>Community:</th>
<th>Authorized Official/Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Official:</td>
<td></td>
</tr>
</tbody>
</table>

14
INTRODUCTION AND HISTORY

This year, the City performed an in-depth risk management analysis and solicited optional bids for our annual insurance program. Utilizing the services of the City’s Independent Agent, Jim Huttenlocher of the Huttenlocher Group, the City solicited and received bids from four additional programs and received three optional quotes (see attached results). One carrier declined to offer a quotation. This response was encouraging due to the limited number of insurers to municipalities. The optional quotations were reviewed and compared to our current insurance program, Michigan Township Participating Plan (MTPP), which offered a renewal proposal as well. MTPP’s quoted premium was the lowest of the respondents and provided the most comprehensive coverage to the City. The City will save 13.8% ($44,846) with MTPP in 2015, adding to the 7.5% savings from 2013 to 2014. The following page details the coverages provided by Michigan Township Participating Plan, the renewal proposal, historical premiums, as well as the premiums quoted from the other carriers.

STAFF RECOMMENDATION

After a review of the quotes, as well as a review of the similarities and differences in coverage levels, the staff recommends approval of continuing the relationship with Michigan Township Participating Plan and the renewal of its policy for 2015.

MOTION

Move to approve the policy renewal for Liability and Property insurance coverages with Michigan Township Participating Plan in accordance with the specifications contained in the Coverage Summary in the amount of $279,271 and authorize Jim Huttenlocher to convey acceptance on behalf of the City and for the City Manager to sign the necessary documents related to binding coverage.

I CONCUR:

Thomas A. Tanghe, City Manager
City of Auburn Hills  
Risk Management  
Coverage Summary & Renewal Analysis  
Prepared by: James M Huttenlocher, CIC, CRM, LIC  
The Huttenlocher Group  

**Policy Term:** 1/1/15 - 1/1/16

<table>
<thead>
<tr>
<th>Description</th>
<th>2014</th>
<th>2015</th>
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<tbody>
<tr>
<td>Property Value Insured (Bldg/Contents)</td>
<td>$61,333,050</td>
<td>$65,876,734</td>
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<tr>
<td>Inland Marine - Scheduled</td>
<td>$3,200,206</td>
<td>$4,034,904</td>
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<td>Inland Marine - Misc Property/Ancillary Equip</td>
<td>$600,000</td>
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<tr>
<td>Deductible</td>
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<tr>
<td>Limit of Liability - Per Occurrence</td>
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<tr>
<td>Aggregate</td>
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<tr>
<td>Police &amp; Wrongful Act Deductible</td>
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<td>Flood</td>
<td>$5,000,000</td>
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<td>Computer Fraud</td>
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<td>Total Auto Value Insured</td>
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**2015 Optional Bids Summary:**

- One Beacon: $339,006
- Alteris: $282,535
- Travelers: $346,153
- MMRMA: Declined

**Historical Premiums:**

- 2010: $385,305
- 2011: $351,203
- 2012: $336,889
- 2013: $350,398
City of Auburn Hills
Risk Management
Coverage Summary & Renewal Analysis

Prepared by: James M Hutenlocher, CIC, CRM, LIC
The Hutenlocher Group

Insurer: Michigan Township Participating Plan
Policy Term: 1/1/15 - 1/1/16

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INTRODUCTION AND HISTORY

The I.T. support agreement with Logicalis is expiring on December 31, 2014. As you know, we have had a longstanding relationship with Logicalis and the Team they provide us for support. The best way to describe how the Team has performed for the City is: Costs have gone down while the service level has gone up. As the City has adopted new technologies, the Logicalis Team has taken on the role of supporting these additions. Just within the last couple of years, the following responsibilities are example of what have been added at no additional cost. This list is not all-inclusive.

- University Center
- The DEN
- Downtown Wi-Fi
- Downtown Intellistreets
- Tech Booth Improvements
- Citywide Phone System support

Perhaps nothing speaks more to the dedication of the I.T. Team than their response to the Sunday, November 23, 2014 incident at the Community Center. After a pipe burst in the ceiling above several offices at the Center, our I.T. staff was contacted, dropped everything, and came into work for several hours to quickly retrieve and protect data, to set up workstations for employees, and to provide support so that all of our community center employees could be up and running and fully functioning by Monday morning as if nothing ever happened.

The level of support and excellent customer service we receive is of course important, but at the same time it is equally important to know that we are paying a competitive price. The 2015 renewal provides for a five-year rate lock at $24,000 per month, down 4.00% from our current contract of $25,000 per month. And because these are contracted employees, we have no other post-employment benefit costs.

Attached for your review is a sampling of area communities and their I.T. related costs. We provide this comparison so that City Council can be assured that this renewal represents a good value for our community. Also attached is a Statement of Work and the Agreement for Professional Services. Both of these documents have been thoroughly reviewed by our City Attorney and have been updated to meet the needs of both the City and the Vendor. Through a series of revisions, they are before you tonight in the order in which they are acceptable for your approval.

STAFF RECOMMENDATION

Staff recommends the renewal of the Agreement for Professional Services by and between Logicalis Inc. and the City of Auburn Hills for the period January 1, 2014 through December 31, 2019 at a monthly rate of $24,000.
MOTION

Move to approve the agreement between Logicalis, Inc. and the City of Auburn Hills for I.T. support services from the period of January 1, 2015 through December 31, 2019, at the monthly rate of $24,000; and authorize the Mayor and City Clerk to execute the Agreement for Professional Services and the City Manager to execute the Statement of Work.

I CONCUR:

Thomas A. Tanghe, City Manager
AGREEMENT FOR PROFESSIONAL SERVICES
by and between
Logicalis Inc.
and
CITY OF AUBURN HILLS, MICHIGAN
December 2, 2014

This AGREEMENT (the “Agreement”), effective as of December 2, 2014, is by and between the City of Auburn Hills, Michigan (the “City”), and Logicalis Inc. (“Supplier”)

WITNESSETH:

WHEREAS, The City and Supplier each desire to enter into an agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Supplier and the City agree as follows:

ARTICLE I – TERM

1.1 Term. The term of this Agreement shall commence on January 1, 2015 and shall continue in effect through December 31, 2019 (the “Term”), unless this Agreement is earlier terminated in accordance with Section 2.4 of this Agreement.

ARTICLE II – PAYMENTS TO SUPPLIER

2.1 Payment for Services. As consideration for Supplier’s performance under this Agreement, the City shall pay Supplier all recurring base monthly charges set forth in the applicable SOW. Supplier will submit an invoice to the City, which shall be due and payable within thirty days. For all invoices not paid when due, the City agrees to pay interest at a rate equal to one percent (1%) over the then current prime rate established by Citibank N.A., New York, or the maximum allowed by applicable law, whichever is less. In subsequent years, beginning with January 1st of each of the remaining four years of the contract or the additional three (3) year renewable term, increases to the contract price will be at the sole discretion of the City Manager upon completion of an annual review of performance. Such measurement will be based on the goals established by the City and the Supplier annually, and the level of achievement of those goals. Under no circumstance shall the increase exceed three (3) percent over the previous year’s contract amount.

2.2 Payment for Technology Refreshment or Upgrades. The total price set forth in Section 2.1 above excludes additional technology resources (hardware, software or services) as such resources are needed. Payment for all additional resources will be mutually agreed to.
2.3 Dispute Resolution. In the event of any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Agreement, which cannot be resolved in the normal course of business, then upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceeding relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the premises. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. If the foregoing dispute resolution efforts are unsuccessful and any dispute or controversy between the parties remains unresolved, then the parties may exercise whatever legal or equitable remedies are available to resolve such dispute.

2.4 Termination. This Agreement may be terminated in whole or in part as follows:

a) If either party hereto materially or repeatedly defaults in the performance of any of its duties or obligations hereunder, which default is not substantially cured within thirty (30) days after written notice is given to the defaulting party specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days, to commence curing said default and thereafter to proceed with all due diligence to substantially cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement on the date specified in such notice of termination.

b) If Supplier or City becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation insolvency or for the appointment of a receiver of similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination.

ARTICLE III – WARRANTIES, INDEMNITIES AND LIABILITY

3.1 Warranties. SUPPLIER WARRANTS THAT IT WILL PROVIDE SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. SUPPLIER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, HARDWARE OR SERVICES PROVIDED HEREUNDER. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SUPPLIER WILL PASS THROUGH ALL WARRANTIES RECEIVED ON BEHALF OF THE CITY AND THIS AGREEMENT.

3.2 Mutual Indemnification. City and Supplier each agree to indemnify, defend and hold harmless the other from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys’ fees and expenses, arising out
of this Agreement pertaining to (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the indemnitor or any affiliate of the indemnitor, or (ii) the damage, loss or destruction of any property of the indemnitor or any affiliate of the indemnitor. In the event that a claim is made against City which arises out of the negligence or willful misconduct of Supplier or any of Supplier’s employees, agents or subcontractors performing Services hereunder, Supplier will indemnify City and its officers, employees and agents against, and save City harmless from, any loss, damage, injury or liability arising from such claim. In the event that a claim is made against Supplier which arises out of the negligence or willful misconduct of City or any of City’s employees or agents in the performance of City’s obligations hereunder, City will indemnify Supplier and its officers, employees and agents against, and save Supplier harmless from, any loss, damage, injury or liability arising from such claim. Any party seeking indemnification shall promptly notify the indemnifying party of its discovery of any matter giving rise to a claim of indemnity hereunder, the indemnifying party shall be entitled to conduct and control the defense of the claim (including but not limited to the right to make, accept or reject settlement offers). The indemnifying party shall have no obligation to the other party or to any third party with respect to (i) any expenses incurred by or on behalf of the other party after the indemnifying party’s assumption of control of the defense of the claim, or (ii) any compromise or settlement made without its prior written consent.

3.3 Limitation of Liability. Neither party shall be liable to the other pursuant to this Agreement for any amounts representing loss of profits, loss of business or indirect, consequential, or punitive damages of the other, or of any third parties. The foregoing shall not limit the indemnification obligations set forth in this Agreement. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation. If either party shall be found to be liable to the other party for any matter relating to or arising in connection with the Agreement, whether based on an action or claim in contract, equity, negligence intended conduct, tort or otherwise, the amount of damages recoverable against such party for all events, acts, or omissions shall not exceed, in the aggregate, the total amount of payments that the City is to make to Supplier during the entire term of the Agreement.

ARTICLE IV – INSURANCE

4.1 Supplier shall obtain at its own cost the following policies of insurance, which shall be evidenced by the Supplier providing to the City a Certificate of Insurance:
   (a) General Liability naming City of Auburn Hills as an additional insured, with primary coverage and a waiver of subrogation, with limits of $1,000,000 per occurrence and $2,000,000 general aggregate.
   (b) Workers Compensation – statutory limits with Employer Liability limits of $500,000.
   (c) Commercial Auto Liability with limits of $1,000,000
   (d) Commercial Umbrella of at least $3,000,000
   (e) Professional Liability with limits of $1,000,000
   (f) Employee Dishonesty with limits of $1,000,000

ARTICLE V – MISCELLANEOUS

5.1 Entire Agreement. This Agreement, including all SOWs and all schedules, attachments and/or other documents attached hereto or incorporated by reference are incorporated
herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. This Agreement is the successor to the previous agreement between the parties relating to the subject matter hereof. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

5.2 **Confidentiality.** Except as otherwise provided herein, the parties understand that any data provided to Receiving Party (party receiving confidential information) from Disclosing Party (party disclosing confidential information) shall be received in strict confidence and shall be used only for purposes of this Agreement, and that no such information shall be disclosed by Disclosing Party, its agents or employees without the prior written consent of the Receiving Party, except by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party, as recipient of confidential information, shall not be liable hereunder for disclosure of information which is in the public domain or which comes into the public domain without breach of any confidentiality obligation of the Receiving Party. The provisions of this Section 5.2 shall survive termination, for any reason, of this Agreement for a period of one (1) year following termination. Receiving Party shall cooperate with the Disclosing Party or its designated representative in auditing the Receiving Party's protection of the Disclosing Party's data.

5.3 **Severability.** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent the provision is illegal, unenforceable or void. This Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves substantially the same objective. If the provision is found to be illegal, unenforceable or void does not relate to the payments to be made to Supplier hereunder, and if the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.
5.4 **Force Majeure.** In whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including, but not limited to failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof.

5.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

5.6 **No Solicitation of Employees.** City agrees not to solicit for employment or to employ any Supplier employee for a period of twelve (12) months following the conclusion of the work performed under this Agreement.
IN WITNESS WHEREOF, Supplier and City have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the date first set forth above.

LOGICALIS INC. (Supplier)  

By: Eric Tilds  

Its: EVP & General Counsel  

November 20, 2014 (Date)  

CITY OF AUBURN HILLS (City)  

Mayor Kevin McDaniel City of Auburn Hills  

Terri Kowal City Clerk  

(Date)
Staffing SOW
Temporary Assignment Only

The Agreement for Professional Services between Logicalis, Inc. and City of Auburn Hills, Michigan executed December 2, 2014 are incorporated herein by reference.

1. General Nature of Services
Provision of Consultant(s) to work at the direction of the CUSTOMER. Logicalis, in providing services to City hereunder, is acting as an independent contractor. Logicalis does not undertake by this SOW otherwise to perform any obligation of City, whether regulatory or contractual, or to assume any responsibility for City’s business operations. The assigned staff will act as adjunct members of the City staff engaging in all appropriate meetings, discussions and delivering constituent services.

2. Estimated Labor Cost

<table>
<thead>
<tr>
<th>Personnel Role</th>
<th>Monthly Rate</th>
<th>Initial Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managed Teams</td>
<td>$24,000.00</td>
<td>1/1/2015 through 12/31/2019</td>
</tr>
</tbody>
</table>

The following Skills will be provided: Managed Teams (see Attachment A)

The pricing in this SOW does not include taxes, if any, which will be Customer responsibility.

3. Staff Re-Assignment.
Logicalis may not re-assign Managed Teams staff without receiving prior thirty (30) day written approval from the City. However, if the City determines that the assigned staff is not performing to expectations, the City may request, and Logicalis shall honor such request to change staff in a timely manner.

4. Travel Expenses
Travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of $45.

5. Project Name
Managed Teams Renewal

6. Project Sponsor (Name of person to whom invoices should be addressed)
Tom Tanghe

7. Billing Address
City of Auburn Hills
1827 N Squirrel Road
Auburn Hills, Michigan 48326
8. Purchase Order

Note that a reference to a customer P.O. number does not indicate Logicalis acceptance of terms and conditions referenced on/attached to any such P.O.

Acceptance:
To confirm our retention and authorize work to begin on your engagement, please return two (2) signed copies of this document along with a copy of the Purchase Order, if required. Alternatively, you may FAX a copy to (248) 232-5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer Purchase Order or P.O. number does not indicate Logicalis acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: 
City of Auburn Hills

Accepted By: 
Logicalis, Inc.

Signature

Printed Name

Title

Date

City of Auburn Hills P.O. Number (if provided)

Logicalis Engagement Number (when available)

Billing Contact: 
Tom Tanghe
City of Auburn Hills
1827 N Squirrel Road
Auburn Hills, Michigan 48326
248-370-9440

Cc: Patrick Rotary, Al Wise, Will Cagle
Attachment A

Following is a list of the Managed Team services that have historically been provided to the City of Auburn Hills and that the City may choose to continue to receive under its direction. The Managed Teams provided pursuant to this SOW work solely at the direction of the Customer.

a) **Hardware Upgrades.** Installing and supporting the hardware upgrades and equipment set forth on Exhibit "A", including all those items which have been added and supported during the five year period of January 1, 2009 through December 31, 2014, which may not appear on this list, in addition to those which are attached hereto and incorporated herein. And additionally, those which may be added and require support during the term of this agreement and any renewal term.

b) **Systems Management Services.** Assigning three (3) on-site, qualified personnel to provide professional services in support of the City's information technology objectives. The personnel shall include: a full time I.T. Director, a full time Senior Desktop Support Technician and a fulltime Systems Administrator/Network Engineer. If personnel are to change during the original term or renewal term, the City will continue to maintain the opportunity to interview such replacement candidates and to select from those presented at its sole discretion. Supplier's staff persons (consistent with City hours and holidays) shall be responsible for performing the following services:

1) Management oversight and installation, maintenance and support of hardware and software on Exhibit "A" hereunder;

2) ongoing support functions such as systems administration responsible for system connectivity and system security; database administration; and daily file backups.

3) workload balancing to allow City users appropriate access and consistent response times from the Hardware;

4) consultation to verify that future technology acquisitions by the City are compatible with the City's then current technology;

5) establish, in consultation with the City Project Manager and/or City Manager, project guidelines and standards, as well as procedures for status reporting, reviewing and approving deliverables, and determining project implementation schedule and priorities;

6) cooperation in the transition of Supplier's responsibilities hereunder to the City its successor contractor upon termination of the Agreement, including the return of City's data in a mutually agreeable format;

7) act, at the City's request and direction, as the City's agent and/or liaison in managing its relationship with Licensors and pursuing the City's rights under any maintenance agreement between the City and such Licensors;
c) Remote Help Desk Support. Supplier will provide 7 x 24 hour Help Desk support in the form of one I.T. employee (from those in this contract) being assigned as the on-call person at all times, outside of the normal Monday – Friday, 8 a.m. – 5 p.m. City Hall operations schedule.

d) Technology Refreshment and Upgrades. Installing and maintaining information technology resources (in addition to those described in subparagraphs (a) and (b) above and those that have been added and shall be added during the term of this agreement). These resources, which may include upgrades to existing hardware, new hardware, and additional software to accommodate the City’s need, will be delivered on an as-needed basis, at the City’s discretion, on an on-going basis.

e) Installation and Maintenance of Hardware. Supplier shall be responsible for installing and maintaining the Hardware in good working condition at the City Sites for the duration of this Agreement. All warranties will be passed through to the City.

f) Installation and Support of Software. Supplier shall be responsible to install the software and for training City personnel in the use of the software. The City shall obtain any desired post-warranty software maintenance directly from the Licensors pursuant to an agreement between the City and the Licensors.

g) Software Development. Supplier will provide minor software enhancements under this Agreement at no additional cost to the City. The priorities will be established by the Technology Committee. Software development projects and related costs will be jointly evaluated by Supplier and City on a case by case basis as detailed in a Service Level Agreement as specified in 2.7(d).
Exhibit “A”

HARDWARE AND SOFTWARE

It is understood that the following list represents the City’s current hardware and software complement. Also, the City anticipates acquiring additional equipment which Supplier will support.

MINIMUM HARDWARE REQUIREMENTS (below as defined at the start of the original contract commencing November 1, 2001 and all subsequent additions):

- 220 Windows PCs and Laptops
- 50 Network Laser Printers
- 2 Genicom Line Printers
- 26 Servers (8 physical servers and 18 Hyper-V virtual servers)
- Server OS info: 23 Windows Servers and 1 Unix
- 18 Gigabyte POE Network Switches (HP, Dell, and Cisco)
- 2 Cisco ASA5510 Firewall’s
- 5 Cisco ASA5505 Firewalls
- 1 Cisco Router
- 8 Cisco Wireless Controllers for Wireless Networks (Work, Guest, and Downtown Wi-Fi)
- 24 Cisco Access Points
- 1 Barracuda Spam Firewall
- 1 Barracuda Web Firewall
- 3 Mitel 3300 Cxi II Controllers (VOIP)
- TriCaster TCXD 855 (Recording system in AV Room)
- Motorola Desktop Computers (Police Vehicles)
- SunMicro Tape Drive (LTO4)
- Synology SAN
- Hardware Locations: City Hall, Community Center, Public Safety Building, DPW, Fieldstone, Fire Station 1, Fire Station 3, Hawk Woods, Downtown Office, The Den, University Center, and the Police office at Great Lakes Crossing Mall.

MINIMUM SOFTWARE REQUIREMENTS:

Most software applications run on Windows 7 Professional. It is understood that the following list represents currently utilized software by the City. Also, the City may from time to time add new software and require software upgrades that Supplier will support.

## IT Comparisons

<table>
<thead>
<tr>
<th>Positions Held by IT Staff</th>
<th>Auburn Hills</th>
<th>Waterford Township</th>
<th>Novi</th>
<th>Birmingham</th>
<th>Farmington Hills</th>
<th>Rochester Hills</th>
<th>Troy</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Staff # of IT Staff</td>
<td>Contracted 3</td>
<td>On Staff 6</td>
<td>On Staff 8</td>
<td>On Staff 3</td>
<td>On Staff 6</td>
<td>On Staff 8</td>
<td>On Staff 9</td>
</tr>
<tr>
<td>GIS - 1 full time manager, 2 part time; IT CIO - 3 full time, 1 part time, 1 intern working 40 hours/week for 12 weeks</td>
<td>IT Manager - full time, IT Technician - full time, IT Assistant - part time</td>
<td>Director of Central Services (oversees IT, 1/2 salary included in budget)*</td>
<td>IT Manager - full time, GIS Analyst - full time, MIS Analyst II - full time, MIS Analyst I - full time</td>
<td>Director - full time, Deputy Director/Network Administrator - full time, GIS Manager - full time, GIS Technicians - full time, Computer System Administrator (3) - full time, Multi-media Support Technician - full time</td>
<td>GIS Administrator, Data Analyst/Programmer, Application Specialist, Lead PC Specialist, PC Specialist, IT Director, Network Administrator, Application Support Specialist</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of Support and Services</td>
<td>IT services to all City departments, City Council meeting audio and visuals, network area wide area &amp; fiber connections, telecommunications &amp; cable television support, document support, 24/7 on-call helpdesk, off-site wifi support (downtown), IT consulting (DEN &amp; UC), County &amp; State Connections</td>
<td>IT services to all Township departments, PC support, application support, back-end database maintenance, local-area and wide-area networking, website and County Connections</td>
<td>Internal service support for all departments &amp; departmental specific software. No website (outside vendor)</td>
<td>Telecommunications, server &amp; hardware, security, GIS, document &amp; email management, County Connections, enterprise municipal software system, helpdesk &amp; networking</td>
<td>County Connections, website management, internet &amp; intranet, internal database for financial HRMS, purchasing, special applications, BS&amp;A, mobile devices</td>
<td>IT services, support for 210 applications on 9 platforms and 8 cloud based, asset management, GIS and financial, State &amp; County Connections, website management, email, security, backup, virtual servers, computer infrastructure</td>
<td>Application support, custom programming &amp; interfaces, internet &amp; intranet websites, desktop hardware support &amp; maintenance, Smartphone support &amp; all communications equipment, network security</td>
</tr>
<tr>
<td># of City Employees utilizing IT Service</td>
<td>200</td>
<td>400</td>
<td>320</td>
<td>190</td>
<td>452</td>
<td>225</td>
<td>642</td>
</tr>
<tr>
<td>Total Annual Cost</td>
<td>$288,000</td>
<td>$557,401</td>
<td>$971,506</td>
<td>$303,330</td>
<td>$619,973</td>
<td>$912,390</td>
<td>$1,060,570</td>
</tr>
<tr>
<td>Average Cost Per IT Employee/year</td>
<td>$96,000</td>
<td>$92,000.17</td>
<td>$121,438.25</td>
<td>$101,110</td>
<td>$103,329</td>
<td>$114,049</td>
<td>$117,841.11</td>
</tr>
<tr>
<td>Average Cost Per City Employee/year</td>
<td>$1,440</td>
<td>$1,393.50</td>
<td>$3,035.96</td>
<td>$1,596.47</td>
<td>$1,371.62</td>
<td>$4,055</td>
<td>$1,651.98</td>
</tr>
</tbody>
</table>

Average # of IT Employees: 6
Average Cost for an IT Employee: $119,059
Average Cost of IT Service Per City Employee: $2252
Good morning,

2 nights ago I was pulled over by an officer. I can’t recall his name. It was in downtown Auburn Hills. I believe his last name started with a B and was only a few letters long.

Anyhow, I wanted to commend you and him for his professionalism and respect towards me as I was traveling with my young daughter.

He conducted himself in such a positive way to enforce the rules of the city and I appreciate that.

Thank you so much for the work you guys do for the city of Auburn Hills as it continues to grow and develop. We need more people like him to enhance our community!

Thanks,

Alisa
The Daily Tribune (http://www.dailytribune.com)

Auburn Hills Community Center shut down after burst pipe causes severe interior damage

Sunday, November 23, 2014

The Auburn Hills Community Center shut its doors Sunday after city workers discovered significant water damage to the building, city officials announced.

The damage occurred sometime during the overnight hours Sunday. The interior of the building was affected so badly that it’s unknown how long the center will be closed for.

City employees and restoration professionals are at the building, which is located at 1827 N. Squirrel Road, assessing the situation.

Stephanie Carroll, manager of business development and community relations for the city, said that while the incident is still under investigation, workers discovered that a pipe burst at the community center early Sunday morning, causing the bulk of the damage.

Staff housed in the building have been relocated to offices and workstations throughout the city campus, Carroll added.

Auburn Hills residents who participate in programs or classes at the center are asked to call city hall at 248-370-9400 or check the Auburn Hills city website at auburnhills.org for updates on the status of the facility and the programs.

— Staff writer John Turk


© 2014 The Daily Tribune (http://www.dailytribune.com)
The seven-member City Council of Auburn Hills unanimously approved a construction plan on Monday to spare the 300-year-old walnut tree on North Squirrel Road south of Dutton Road.

The council had a special meeting called to discuss different options to save the tree in the wake of concerns raised by some residents.

More than 350 people had signed a petition urging the city not to cut down a piece of history as part of the $3 million project to add a center turn lane on a two-mile stretch of Squirrel from Walton Boulevard to Dutton.

“It is a truly a magnificent tree”, Mayor Kevin McDaniel said in his statement before presenting the motion in front of the council members for a vote.

“It’s a win-win for everyone in the city. And it’s a direct reflection of listening to our residents,” McDaniel said.

About a dozen residents attended the special meeting and showed their satisfaction after the decision was reached.

One of the residents, Elizabeth Rohrmaier, has her property right in front of the tree and was happy with the decision.

“I am so glad that we could save the tree,” she said.

Designated as a Michigan Big Tree by the Michigan Botanical Society, the black walnut measures 67 feet tall and 18 feet around, with an average span of 83 feet.

Another resident, Donald Hughes, who led the campaign to sign the petition in favor of the tree said the city took the right decision.

“We are really happy that the council did what we feel was the right decision for not only the city but the residents and obviously for the tree,” Hughes said.
Rubin: Older than the U.S., Auburn Hills tree in peril

The tree on North Squirrel Road is older than just about anything you can think of to compare it to when you try to show how old it is.

When the Civil War started, the sprawling black walnut was 152. When quill pens scratched the first signatures onto the Declaration of Independence, it was 67. When George Washington was born in 1732, it was already old enough to vote.

Five years ago, an expert from the Michigan Botanical Club estimated that the tree was 300 years old.

Now some of its admirers are hoping it can survive 2015.

The tree is hale. It's hearty. It's a source of shade, nuts, awe and pride. And it's in a future construction zone, about 400 feet south of Dutton Road in Auburn Hills.

Come spring, a $3 million project will add a center turn lane to a two-mile stretch of two-lane roadway north of Oakland University.

Depending on which of two leading proposals the city council adopts at a meeting Dec. 1, the tree will either reign over the proceedings, or be chopped down to make room for more traffic.

Don Hughes, a Chrysler engineer who lives one street west of Squirrel, delivered a petition at the last council meeting with 356 signatures. Keep your chainsaws off our tree.

Late Monday morning, other supporters gently hung signs from it. Northbound drivers see, "I am Auburn Hills." The southbound message pleads, "Please don't cut me down."

At city hall, city manager Thomas Tanghe conceded, "It is a heck of a tree."

Furthermore, he revealed, "I grew up on a nursery. We were a family of tree farmers in Shelby Township."

So there's hope. But the friends of the black walnut tree are somewhere between anxious — and shaking like a leaf.
A small plaque carries the black walnut's designation as a Michigan Big Tree. By ordinance, Auburn Hills favors large trees and deems them irreplaceable. (Photo: Anne Doyle)

Looking for a win-win

Seven of them gathered in Anne Doyle's bay window sitting area early Monday.

Also in attendance at her currently horseless 10-acre horse farm were her two dogs. Three wild deer grazed out back, inching toward the bird feeder.

Doyle, a retired Ford executive, has lived across from the tree for 24 years. She's a newcomer: Elisabeth Rohrmaier has been looking at it through her front window for 40.

When Rohrmaier moved in the road was dirt, and cars were so rare their German shepherd barked at each one. Now several small subdivisions and five churches share the stretch from Walton Road to Dutton, and rush-hour travelers have more time than they'd prefer to admire the scenery.

"We're really hoping this can be a win-win," said Doyle, a former city councilwoman. "None of us are trying to stop growth."

Least of all on the black walnut.

Measured in '09 at 17-feet around and 67-feet tall, and more impressive outward than upward, it has officially been designated a Michigan Big Tree. By ordinance, Auburn Hills favors large trees, and correctly deems them irreplaceable.

But progress can take root quickly.

One plan spares tree

One proposal has the center lane halting 200 yards short of Dutton. Since the intersection already has a left turn lane and it leaves the tree unharmed, that's the one the preservationists are fighting for.

The other stretches the center lane all the way to the Orion Township line at Dutton.

Federal money for roads doesn't come along every year, Tanghe pointed out, "and the ideal improvement is to maintain three lanes."

At the same time, he said, the numbers crunched so far suggest that a few hundred feet without a center lane won't markedly impede traffic.

He's reserving judgment until all the data is in. Hughes, Doyle and company, meantime, are branching out: they have a Facebook page called Save the Squirrel Road Big Tree (https://www.facebook.com/pages/Save-the-Squirrel-Road-Big-Tree/767386253298522), they're circulating more petitions, and they're hoping a swarm of pro-tree residents make themselves heard at the next council meeting.

"This tree," Doyle said, "is our oldest citizen, by far."
300-YEAR-OLD TREE AT RISK IN ROAD PROJECT

Hundreds sign petition to save tree

By Dustin Bitchok
@dustin.bitchok@oakpress.com;
@SincerelyDustin on Twitter

A black walnut tree that pre-dates the Declaration of Independence is in the path of a spring road construction project in Auburn Hills, and more than 350 people have signed a petition urging the city not to cut down a piece of history.

The 300-year-old tree sits on the east side of North Squirrel Road about 400 feet south of Dutton Road. The $3 million project would add a center turn lane on a two-mile stretch of Squirrel from Walton Boulevard to Dutton.

"Once you cut down the tree, it's an irreversible decision," said Don Hughes, a resident who

Right: Residents who are urging Auburn Hills to "Save the Squirrel Road Big Tree" gather at the 300-year-old black walnut on North Squirrel Road near Dutton Road in Auburn Hills, which is at risk in a spring construction project. Mike Runk, left, Don Hughes, Anne Doyle, Phil Campitt, Italia Millan, Tom Rapp and Elisabeth Rohrmayer. Above: The plaque on the tree from the Michigan Botanical Club.
helped organize the group that submitted the petition, Save the Squirrel Road Big Tree. “We’re pretty optimistic the city’s going to do the right thing.”

The city council is scheduled to vote on the issue Dec. 1. Mayor Kevin McDaniel said in an email that council is considering all options and safety, traffic and cost options are being studied before a recommendation is made.

“We share some of the same concerns on this matter as the citizens who have come forward. It’s important for City Council to consider the roadway needs of a growing community, while at the same time considering the environmental impact,” McDaniel said. “A final decision has not been made on the tree.”

Former City Councilwoman Anne Doyle has lived across from the black walnut tree, which is located on a city right-of-way, for 24 years. Doyle said original construction plans called for the city to purchase a portion of her property and expand the road west.

The city’s offer for the property amounted to a “donation,” not market value, Doyle said, and would have required the clearing of nearly 40 trees. She turned them down.

McDaniel said the city “had to eliminate one of the options and move in a different direction due to implications surrounding a right-of-way acquisition.”

Doyle, Hughes and others are in favor of a plan that would halt the new center turn lane several hundred yards short of Dutton Road, sparing the tree.

“The good news is there really is a win-win here. It’s not an either-or solution,” she said.

**NEXT COUNCIL MEETING**

The Auburn Hills City Council meets at 7 p.m. on Monday, Dec. 1 at City Hall, 1927 N. Squirrel Road.

For more information about residents working to save the 300-year-old tree, find “Save the Squirrel Road Big Tree” on Facebook or email savesquirrelroadbigtree@gmail.com.

Designated as a Michigan Big Tree by the Michigan Botanical Society, the black walnut measures 67 feet tall and 18 feet around, with an average span of 83 feet.

Auburn Hills holds a “Tree City USA” certification from the Michigan Department of Natural Resources and Arbor Day Foundation, and a city woodlands ordinance calls large trees “irreplaceable.”

Hughes said it would take many trees to replace the carbon dioxide and groundwater absorption that the single elderly walnut provides.

Doyle said drivers have been honking as they pass the tree, which now bears signs such as: “Please don’t cut me down.”

“I think it’s really a defining moment for the City of Auburn Hills,” she said. “It’s really an opportunity for them to send a message to the residents and the developers that we live up to our motto, which is, ‘Honoring The Past, Building the Future.’”

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Community center shut down after pipe burst

The Auburn Hills Community Center shut its doors Sunday after city workers discovered significant water damage to the building, city officials announced. The damage occurred sometime during the overnight hours Sunday. The interior of the building was affected so badly that it's unknown how long the center will be closed for.

City employees and restoration professionals are at the building, which is located at 1827 N. Squirrel Road, assessing the situation. Stephanie Carroll, manager of business development and community relations for the city, said that while the incident is still under investigation, workers discovered that a pipe burst at the community center early Sunday morning, causing the bulk of the damage. Staff housed in the building have been relocated to offices and workstations throughout the city campus, Carroll added.

Auburn Hills residents who participate in programs or classes at the center are asked to call city hall at 248-370-9400 or check the Auburn Hills city website at auburnhills.org for updates on the status of the facility and the programs.

-- Staff writer John Turk

AUBURN HILLS

1. Holiday Tree Lighting, 6 p.m. Fri., Dec. 6, at MOMS Memorial at Auburn and Squirrel roads. Santa and Mrs. Claus, downtown wagon rides, s'mores, crafts, photos, Tree.
AUBURN HILLS

Great Lakes Crossing brings Santa, ‘Frozen’ goodies for kids

By Stephanie Preweda Special to The Oakland Press

On your way to visit Santa this holiday season, step into a winter wonderland snow globe and walk through an Ice Palace themed from Disney’s “Frozen.”

Now through Dec. 24, the Ice Palace at Great Lakes Crossing in Auburn Hills has kids and adults chilled and thrilled to walk through and see some of their favorite Frozen characters.

The new “Frozen” sing-along DVD was released on Tuesday, Nov. 18. The Ice Palace is showing snippets of the movie for all who walk through.

Kids and adults can sit on an ice throne and have their photo taken with a stuffed Olaf, create a “Frozen” hand-print in ice and even be measured to see, “Are You as Tall as Sven and Olaf?” The second 30-foot high snow globe walk-through has snowing falling and features scenes from the sing-along DVD.

Before exploring the Frozen gift shop, guests can visit and take a photo with Santa Claus, who will be giving a “Frozen” book to each child.

Disney partnered with tablet maker Nabi to provide a Bluetooth microphone and karaoke box for kids to sing their favorite “Frozen” song.

“We are thrilled to provide shoppers a great selection of brand name stores to shop this holiday season,” said Melissa Morang, Marketing & Sponsorship Director for Great Lakes Crossing. “We are also excited to offer an interactive holiday experience with our Ice Palace featuring ‘Frozen,’ guest can sing ‘Frozen’ songs on the Nabi Karaoke, take a photo on an Ice Throne, visit with Santa and shop our Ice Palace gift shop filled with ‘Frozen’ merchandise, an exciting holiday experience for all.”

Claws & Paws day is on Sunday, Nov. 23, when pets are welcome to take a photo with Santa from 6:30-8 p.m. Visitors can purchase Shutterfly photo packages, which include Shutterfly coupons and special offers.

The Ice Palace is open during normal mall hours with the exception of Thanksgiving. The mall opens at 6 p.m. that day and the Ice Palace will be open to walk through, but Santa Claus will not be there — even Santa needs a day off.

For more information, visit www.greatlakescrossingoutlets.com/holidays.
Smoking lounge hours reduced

Troy will continue to enforce ordinance that is example for others

The Troy City Council unanimously voted last week to end talks about extending the hours of smoking lounges by continuing to enforce an ordinance that has been a leading example to other Oakland County communities.

In 2013, Troy police were called out to several smoking lounges for fights, drug and alcohol possession, noise, traffic, parking complaints and even a shooting.

Troy Police Sgt. Josh Jones told council that neighboring communities have also seen many incidents.

In June, Oakland County Sheriff's deputies responded to a shooting outside Ignite Hookah Club.
Smoking

FROM PAGE 1

Lounge in Rochester Hills. The lounge has since closed.

And in February 2014, Purple Haze Hookah in Walled Lake hosted a rave with illegal drugs — allowing nearly five times the allowed occupancy inside the business.

Blo Hookah Lounge in downtown Rochester has also had 48 police calls in recent months, with 90 percent happening during the hours between midnight and 4 a.m.

Troy City Code Chapter 77 limits smoking lounge hours — only allowing them to stay open until midnight.

"It shall be unlawful for a smoking lounge business to be open for business or for the licensee, manager or any employee of a licensee to allow patrons to enter into the licensed premises between midnight of each day until 8 a.m. the next day," the ordinance reads.

Jonathan Yacoub, owner of Blue Moon Hookah Lounge, located at John R and Long Lake roads in Troy, brought the issue back to council earlier this fall. He said that the limited hours are hurting his business and he wants to be able to operate until 2 a.m.

"I haven't violated any laws as far as the city or state laws until this ordinance," Yacoub said.

He told council that he isn't responsible for what people do after they leave his business, but he would be willing to hire security if it meant staying open later.

Yacoub said he has been cited for things such as being in the lounge too late. Chapter 77 also states that only a maximum of three employees can remain in the lounge after 12:30 a.m.

"(It's been) very smooth this past year," Jones said of the Troy ordinance.

Troy was the first community in Oakland County to limit hours of smoking lounges in 2013 after an array of problems. However, they aren't the only ones anymore.

Southfield also limits hours of operation for these businesses. The ordinance states that smoking lounges must be closed from midnight to 10 a.m. Auburn Hills is also among those who limit hours from 8 a.m. to midnight.

West Bloomfield Township Supervisor Michele Economou Ureste said they have four smoking lounge businesses, but they have now limited the zoning on where they can be.

However, the existing locations were approved before the zoning regulations existed. "It's working fine," she said.

The township also limits the hours on these establishments, where owners originally requested to stay open until 3 and 4 a.m. Ureste said they are limited to 2 a.m.

Jones told the Troy counsel that the City of Rochester has only one hookah lounge, which has created a lot of work for area police. However, just as the issue was about to be brought back to council, Rochester police and the business owner were able to settle on limiting the hours.

Previously, Blo Hookah Lounge was open until 3 or 4 a.m., but the "informal agreement" is that they will close at 2 a.m.

Rochester Hills, however, has no ordinance, according to officials.

Neighboring community Shelby Township introduced by unanimous vote an ordinance designed to license and regulate smoking establishments throughout the township in October. Hookah lounges in Shelby Township will have to close by 2 a.m.

Officials in White Lake and Waterford said they do not have these types of businesses in their communities, so they have not yet had to set the standards for them.

"These are all the answers we need at this point (as a council)," Troy Mayor Dane Slater said at the meeting. "I believe we've looked at this from all angles."

Councilman Doug Tietz said he believes this is the right move for the city. Councilwoman Ellen Hodoruk agreed, saying she thought about the issue very carefully, but thinks this is in the best interest of public safety.
Feds demand Takata recall airbags

Automakers have already started recalling affected brands regionally

Author: Mara MacDonald, Local 4 Reporter, @MaraMacDonald
Published On: Nov 18 2014 07:00:25 PM EST  Updated On: Nov 19 2014 12:07:20 AM EST

AUBURN HILLS, Mich. -

The National Highway Traffic Safety Administration went public Tuesday night with its demands that Takata and its automakers go national with a recall affecting millions upon millions of cars, SUVs and trucks.

The problem is a canister inside some Takata airbags that can explode and send shrapnel throughout the car.

Multiple brands are affected: Acura, BMW, Chrysler, Dodge/Ram, Ford, Honda, Mazda, Mitsubishi, Nissan, Pontiac, Saab, Subaru and Toyota. Specific vehicles and model years can be found right here.

Automakers have already started recalling affected brands regionally. NHTSA is demanding the recall go national now.

So far, four people have died in connection with the defect and dozens of others have been injured.

The Senate is holding hearings on the defect and exactly what Takata knew and when. Testimony is expected on Capitol Hill this Thursday.
OU hosting women's health fair

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

The American Medical Women's Association at the Oakland University William Beaumont School of Medicine is hosting a women's health fair this weekend.

The Know Your Body Women's Health Conference is from 9 a.m. to noon today in O'Dowd Hall on the Rochester-area campus.

The event is the only of its kind in the area and preventative care and proactivity are going to be the emphasized, organizers said.

Fair » PAGE 4

"We're trying to get women to be advocates for their own health," said second-year medical student and organizer Lexi Shepherd. "I really want women to leave and feel like it was worth their time.

Preventative care is an also important factor in reducing health care costs, first-year student and co-organizer Rachel Schneider added.

"We want patients to advocate for their own health care ... and lead a more healthy lifestyle," she said.

The free event is open to the public and women of all ages, including students. It will cover topics such as the well-woman exam, stress management, nutrition, ovarian cancer and brain health.

"If women know more about their health, they'll have an easier time at doctor appointments," Shepherd said.

Schneider added, "they'll be able to understand what their doctor is saying and not just nodding and going along."

Shepherd and Schneider are just two of about a dozen student organizers of the fair, which will feature AMWA members and Oakland University physicians on hand to answer questions.

OU physicians and faculty also oversaw the planning of the event.

"We've gotten great support from them," Shepherd said.

"We want patients to advocate for their own health care ... and lead a more healthy lifestyle"

— First-year student and co-organizer Rachel Schneider

IF YOU GO
Who: Women of all ages
What: Know Your Body Women's Health Fair
Where: O'Dowd Hall, Oakland University
When: 9 a.m. to noon today
Cost: Free
Register: knowyourbodyconference.weebly.com
Golden Grizzlies fall in double OT

By Dave Pemberton
dave.pemberton@oakpress.com;
adpemberton

ROCHESTER » Oakland was able to rally twice to force two overtimes, but couldn’t rally a third time, falling to Western Carolina 88-79 in double overtime Monday night at the O’rena.

“I think we made some strides forward tonight,” Oakland coach Greg Kampe said. “We don’t like losing, fans don’t like losing and I would tell you our players hate it more than any of us. But this is a process, it’s gonna be a pro-

cess. We’re gonna stick with what we’re doing and our principals, and we’re going to get better. I thought we really got better tonight. We played a very good team right down to the wire.

“What got us tonight was the free throws. Going into overtime we were 13 of 26, should have never been overtime. They shot 80 percent from the line, we ended up 60 but were 50 at the end of regulation. As much as we battled, as well as we played in the second half, that’s what ultimately got us.”

The Golden Grizzlies fall to 0-4 on the season with the loss, but Kampe’s not ready to push the panic button yet.

“We don’t want to be 0-4,” Kampe said. “People want to give up on us, that’s up to them. I’m not going to give up on these players, they’re not going to give up. We’re going to get better, we’re going to battle. We’re going to come back tomorrow and battle. We’re going to learn from what happened. I think we made great strides tonight.

I was really pleased that we made great strides defensively. We’re nowhere near what we’re going to be on offense and we’re nowhere near what we’re going to be on defense in my opinion.”

The young Grizzlies showed some resolve to force both overtimes.

Oakland was down four with 34 seconds left in regulation. Max Hooper hit one of three free throws with 25 seconds left, but Oakland’s Kahlil Felder got the offensive rebound and found Corey Petros for the layup and a foul. Petros made the free throw to tie the game with 18 seconds left and Western Carolina couldn’t get a shot off on the ensuing possession.

The Grizzlies were down three with 40 seconds left in the first overtime when Felder got a steal and then hit a 3-pointer with 15 seconds left to tie the game at 79 and force a second overtime.

Oakland didn’t have any more magic in the second overtime as the Catamounts used an 8-0 run in the final 1:50 of the second overtime to secure the win.

“I was really pleased with the defensive adjustments and we actually for the first time this year we were able to follow through on the adjustments, understand them and execute them,” Kampe said. “So there was a lot of good. The bad was we didn’t start either overtime very well, we let some good players get loose and get a shot. And then when push came to shove there was some critical rebounds, a free throw they got a rebound on.

“Then 80-79 with a minute something to go in the second overtime, we get the miss and they get the uncontested putback. We had a guy standing and watching instead of checking out and that’s the difference between winning and losing, and sometimes you gotta get punched in the stomach to remember what it feels like, and that’s what happened tonight.”

Western Carolina shot 69.6 percent from the field in the first half. Oakland then held the Catamounts to 27.6 percent shooting in the second half.

“I thought that every basket that they got in the second half out of the defensive five-on-five, was a tough shot, and that’s all you can ask for,” Kampe said. “That’s why they shot what they shot and that’s why we were able to crawl back in the game. We’re a team that’s not very good on defense that’s growing and learning. We made strides.

We’re really not good on offense either because we’re so young and we make mistakes.”

Felder led Oakland with 26 points, seven rebounds and six assists. Felder had seven turnovers, but played the entire 50 minutes. Petros added 14 points and seven rebounds, Tommie McCune had 12 points and seven rebounds and Dante Williams finished with 11 points and six rebounds.

Rhett Harrelson and James Sinclair each had 20 points for Western Carolina.

Oakland will host Chicago State Tuesday in the second game in three nights as part of the CBE Classic.