

AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

OCTOBER 2024

DAY	TITLE	TIME	LOCATION
7	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
7	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Planning Commission	7:00 PM	Canceled
10	Zoning Board of Appeals	7:00 PM	Canceled
15	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
15	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
21	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
10/26-11/3	Early Voting		Public Safety Building 1899 N. Squirrel Road 8:30 AM - 4:30 PM (except 10/31) 10/31 from noon - 8:00 PM

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

NOVEMBER 2024

DAY	TITLE	TIME	LOCATION
7	Election Day	7:00 AM 8:00 PM	All Polling Locations
11	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
11	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
11	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
12	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
13	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
14	Zoning Board of Appeals	7:00 PM	Council Chamber 1827 N. Squirrel Road
18	Downtown Development Authority	5:30 PM	CANCELED
19	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
25	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road

NOTE: Anyone planning to attend the meeting who has need of special assistance under the American's with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be please to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



CITY OF AUBURN HILLS MONDAY, OCTOBER 7, 2024

Workshop Session ♦ 5:30 PM

Admin Conference Room, 1827 N. Squirrel Road, Auburn Hills MI

Regular City Council Meeting ◆ 7:00 PM

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

Workshop Topic: Budget Workshop (2 of 2)

- 1. MEETING CALLED TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL OF COUNCIL
- 4. APPROVAL OF MINUTES
 - 4a. City Council Workshop Minutes, September 23, 2024.
 - 4b. City Council Regular Meeting Minutes, September 23, 2024.
- 5. APPOINTMENTS AND PRESENTATIONS
- 6. PUBLIC COMMENT
- 7. CONSENT AGENDA

All items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 7a. Board and Commission Minutes
 - 7a1. Tax Increment Finance Authority, September 10, 2024
 - 7a2. Planning Commission, September 11, 2024
 - 7a3. Election Commission, September 30, 2024
- 7b. Motion To approve the 2025 City Council Meeting Schedule.
- 7c. Motion To award a bid for the 2024 Fall Tree Planting Program.
- 7d. Motion To award a one-year extension for the household hazardous waste collection and disposal services.
- 7e. Motion To approve a three-year contract extension for Cartegraph Asset Management Software.
- 7f. Motion To approve delinquent tax transfer to 2024 winter tax bills.
- 7g. Motion To approve the Resolution for Charitable Gaming License.
- 7h. Motion To award a contract for asphalt pathway repairs throughout the City.
- 8. UNFINISHED BUSINESS
- 9. NEW BUSINESS
 - 9a. Motion To approve the OHM Advisors Scope of Design Services and G2 Geotechnical Services for the 2025 Road Program.
- 10. COMMENTS AND MOTIONS FROM COUNCIL
- 11. CITY ATTORNEY REPORT
- 12. CITY MANAGER REPORT
- 13. ADJOURNMENT

City Council meeting minutes are on file in the City Clerk's Office. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 or the City Manager's Office at 248.370.9440 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 4A
CITY COUNCIL



CITY OF AUBURN HILLS

City Council Workshop

DRAFT Minutes

September 23, 2024

CALL TO ORDER: M

Mayor Marzolf at 5:30 PM

LOCATION:

Admin Conference Room, City Hall, 1827 N. Squirrel Rd, Auburn Hills, MI 48326 Present: Mayor Marzolf, Council Members Ferguson, Fletcher, Hawkins,

Knight, McDaniel, and Verbeke

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Community Development Director Cohen, Asst to Dir./Construction Coord. Lang, Economic Development Mgr Carroll, DPW Director Baldante, Mgr of Public Utilities Deman, Mgr of Roads & Fleet Hefner, Recreation and Senior Services Director Adcock, Asst Director of Recreation and Senior Services Director Beckett, Fieldstone Golf Club Mgr Hierlihy, Assessor Griffin, Finance Director/Treasurer Schulz, Deputy Treasurer Vittone, Accountant Faulk, Accounting Clerk Jones, Management Assistant Hagge, Engineer Juidici

0 Guests

The topic of the workshop was the presentation of the proposed 2025 budget (1 of 2).

Ms. Schulz presented the proposed 2025 budget and reviewed the 2025-2029 assumptions. She noted that the fund balance was at 123% in 2023 and will be at 40% in 2029. The City is still well funded according to the policy, however other budgeting options should be considered.

Mr. Vittone reviewed the property taxes. He discussed the real and personal property taxes which contribute 62% of the total general fund revenue. He reviewed the current projections and CPI projections which showed the change in taxable value versus assessed value. Wages and benefits were presented. It was noted that a 3% increase is assumed, but not guaranteed. It was also noted that the City's medical is projected to increase 7% in 2025.

City Council Workshop Minutes – September 23, 2024 Page 2

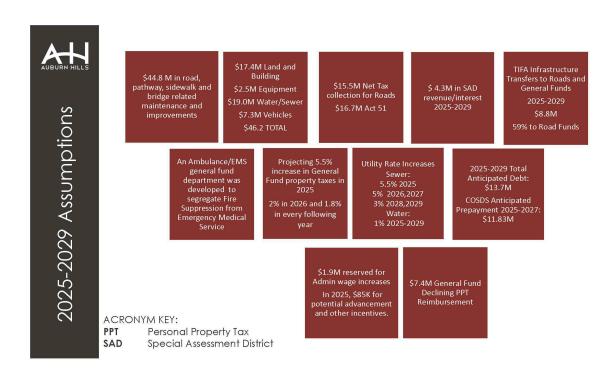
Ms. Schulz discussed the overall general fund. She noted that the general operating millage supports admin, stormwater, facilities, seniors, EMS, and Community Development. She noted that the road millage supports 35% of what is needed to cover the roads. The difference comes out of the general fund.

She explained that tax revenue is 55% of general fund expenditures. She noted that additional funding is not planned for pension and retiree health care. Ms. Schulz explained that EMS/Ambulance is being broken out because fire is a public safety and EMS is medical. They are two separate functions. Chief Massingill explained that they are working with a billing company to try to improve the amount collected. Revenues are down as they are using mutual aid more this year.

Mr. Vittone discussed the road millage and noted that additional funding will need to be pursued, which includes special assessment districts. He confirmed that the road millage brings in approximately \$2-\$2.5 million each year. Discussion ensued regarding pushing back projects, smoothing out pathways, and the paser ratings of the roads. It was noted that doing the maintenance fixes on the roads have been cost effective.

Mr. Vittone presented the water and sewer. He explained the proposed increase will include a 1% water rate increase and a 5.5% sewer rate increase.

The workshop adjourned at 6:47 PM.





			GENERAL	FUND				
V11/2024		2024		and the second				
	2023	ORIGINAL	2024	2025	2026	2027	2028	2029
Description	ACTUAL	BUDGET	AMENDED	BUDGET	PROJECTED	PROJECTED	PROJECTED	PROJECTE
Total General Fund Revenues	\$ 41,156,448	\$ 38,669,532	\$ 37,205,457	\$ 39,012,938	\$ 43,638,562	\$ 40,288,554	\$ 40,910,991	\$ 41,555,10
Total General Fund								
Expenditures	31,500,275	39,955,448	44,533,254	42,927,286	49,388,972	41,008,078	43,107,813	44,624,346
Revenue Over (Under)				\$				
Expenditures	\$ 9,656,174	\$ (1,285,916)	\$ (7,327,797)	(3,914,348)	\$ (5,750,410)	\$ (719,524)	\$ (2,196,822)	\$ (3,069,243
Fund Balance ¹	\$ 48,980,093	\$ 47,694,177	\$ 41,652,296	\$ 37,737,948	\$ 31,987,538	\$ 31,268,014	\$ 29,071,192	\$ 26,001,949
as % of Expense	155.5%	119.4%	93.5%	87.9%	64.8%	76.2%	67.4%	58.3%
Unrestricted Fund Balance	\$ 38,641,774	\$ 37,738,923	\$ 31,697,042	\$ 31,852,784	\$ 22,940,832	\$ 22,088,323	\$ 18,392,231	\$ 17,323,442
as % of Expense	122.67%	94.45%	71.18%	74.20%	46.45%	53.86%	42.67%	38.82%

TOTAL CITY 2025 BUDGET (NO COMPONENT UNITS)

REVENUES: \$81,637,346 EXPENDITURES: \$90,423,283 (\$8,785,934)

9.9.2024



2025 Proposed Budget

2025 PROPOSED	PROPOSED	PROPOSED	APPROPRIATION
BUDGET	REVENUES	EXPENDITURES	OF FUND EQUITY
General	\$ 39,012,938	\$ 42,927,286	\$ (3,914,348)
Major Streets	4,735,039	4,735,139	(100)
Local Streets	10,402,017	10,401,034	983
METRO Act	81,816	105,000	(23,184)
Wayne Disposal-Oakland	72,000	605,000	(533,000)
Tree Ordinance	46,551	100,520	(53,969)
Special Circumstances Fund	41,540	104,964	(63,424)
Police Drug Forfeiture	42,568	34,500	8,068
CDBG Grant	79,096	79,096	-
Capital Improvement Debt	1,864,900	1,864,900	-
Capital Projects Fund	-	-	-
Fieldstone Golf Club	1,931,815	2,566,697	(634,882)
Nater/Sewer	19,251,865	23,194,086	(3,942,221)
Fleet Management	3,947,376	3,525,937	421,439
Special Assessment Debt	127,828	179,124	(51,296)
Total Before Component Units	\$ 81,637,349	\$ 90,423,283	\$ (8,785,934)
DDA	\$ 618,401	\$ 621,401	\$ (3,000)
TIFA 85-A	1,404,173	1,251,687	152,486
TIFA 85-B	2,359,966	5,169,764	(2,809,798)
TIFA 86-D	1,082,553	1,272,667	(190,114)
Economic Development Authority	-	-	-
Brownfield Authority	469,869	511,692	(41,823)
Grand Total	\$ 87,572,311	\$ 99.250.494	\$ (11,678,183)



& PERSONAL PROPERTY REIMBURSEMENT





Property Taxes

REAL PROPERTY TAX AND RELATED REVENUE \$24,667,679

PERSONAL PROPERTY TAX REIMBURSEMENT \$1,823,773

TOTAL: \$26,491,452

62% OF TOTAL GENERAL FUND REVENUE



CURRENT PROJECTIONS

Assessment Year		2022	2023		2024		2025		2026			2027	
CPI		5.00%	4.50%		2.30%	e	2.10%	е	2.00%	e		2.00%	e
Growth (used to estimate revenue only)					1.00%	е	1.00%	е	1.00%	е		1.00%	е
Taxable Value Levied		2023	2024		2025		2026		2027			2028	
Taxable Value (000) - adjusted for lost PPT	2,0	044,597	2,204,088		2,256,823	e	2,306,784	e	2,355,988	e		2,406,668	e
% Change in Real and Personal Taxable Values		5.89%	7.80%		2.39%		2.21%		2.13%			2.15%	
Budget Year		2024	2025		2026		2027		2028			2029	
General Fund Tax Disbursements	\$:	22,658	\$ 23,798	e \$	24,414	e \$	25,001	e	\$ 25,582	е	S	26,180	е
City Tax Mills for Government Funds	1	12.0702	12.0702		12.0702	e	12.0702	e	12.0702	е		12.0702	е
				J.									

CPI Projections

- Two-year lag in revenue recognition
- 1% growth projected

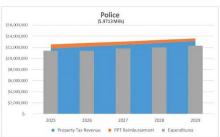
4.7%	4.1%			•			
6		2.9%	2%	2.1%	2.1%	2.1%	2.1%

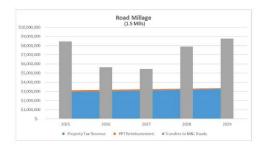
	2023 ASSESSED	2024 ASSESSED	% CHANGE ASSESSED	2023 TAXABLE	2024 TAXABLE	% CHANGE TAXABLE
CITIES						
AUBURN HILLS	2,461,183,320	2,662,401,085	8.18 %	2,044,597,840	2,204,088,895	7.80 %

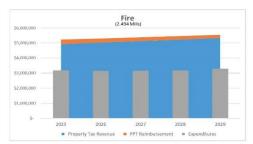




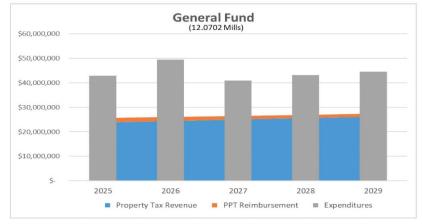












1	otal General Fu	ınd Revenues a	nd Expenditure	s	
	2025	2026	2027	2028	2029
Property Tax Revenue	\$ 23,798,264	\$ 24,414,289	\$ 25,001,814	\$ 25,582,550	\$ 26,180,708
PPT Reimbursement	\$ 1,823,773	\$ 1,641,396	\$ 1,477,256	\$ 1,329,531	\$ 1,196,578
Expenditures	\$ 42,927,286	\$ 49,388,972	\$ 41,008,078	\$ 43,107,813	\$ 44,624,346
Revenues Over Expenditures	\$ (17,305,249)	\$ (23,333,287)	\$ (14,529,008)	\$ (16,195,732)	\$ (17,247,060)

Note:

The property tax revenue in this slide is not accounting for things like delinquent property tax, PILOT taxes etc.



Personal Property Tax

- Being phased out 10% each year starting in 2021 but in 2022 we received more than we did the previous year, so nothing is guaranteed.
- Expiring 2029
- We received extra payments since 2019. The extra payment is not guaranteed however we did budget for an extra payment in the budget.

PPT Reimbursement History and Projections						
Year	1	Total PPT				
2018	\$	1,470,414				
2019	\$	1,630,449				
2020	\$	1,852,006				
2021	\$	1,993,369				
2022	\$	2,336,378				
2023	\$	2,251,572				
2024	\$	2,026,415				
2025	\$	1,823,773				
2026	\$	1,641,396				
2027	\$	1,477,256				
2028	\$	1,329,531				
2029	\$	1,196,578				



PROJECTS APPROVED BY THE AUBURN HILLS CITY COUNCIL

Not Started or Under Construction (AUGUST 26, 2024)

Number	Project Name	Council Approval	Invest. (\$ millions)	Project Description	Not Started	Under Construction
1-2016	Reserves of Auburn Hills PUD	8-22-16	16	65 attached condominium units in 18 buildings		1
2 - 2019	Ridgewood Villas PUD	4-22-19	33	11.3 detached single-family homes with clubhouse and swimming pool (Note: 3-year extension expires on 4-22-25)	1	
3	Penske Vehicle Services (Executive Hills North - Spec)	5-20-24 4-22-19	10	138,200 sq. ft. clean industrial building		2
4	Beacon Hill - Phase V	9-23-19	16	65 townhouse style apartment units in 12 buildings		3
5	The Avant at Five Points PUD	11-18-19	15	3-story, 68-apartment unit residential building		4
6	Barrington Luxury Apartments	11-18-19	6	45 apartment units in 3 buildings		5
7-2020	Trailway Commons PUD	6-15-20	12	2,500 sq. ft. restaurant w/drive-through facility, 13,695 sq. ft. retail center w/office, and 29 condos in 5 buildings		6
8 - 2021	Clover Senior Housing PUD	4-19-21	8	4-story, 135,572 sq. ft., 124-unit independent senior living apartment building		7
9	University Plaza	9-27-21	1	Covert BD's Mongolian Grill restaurant into an 8,550 sq. ft. retail center		8
10-2022	The Parkways - Phase Three PUD	6-20-22	10	50 townhouse-style units (18 owner-occupied / 32 rental) in 8 buildings		9
11	The Webster PUD	7-25-22 (Rev. 11-28-22)	22	6-story 126, 271 sq. ft. mixed use building (7,687 sq. ft. retail) with 88 apartment units		10
12	Clean View Car Wash	11-28-22	4	16,307 sq. ft. car wash	2	
13 - 2023	UL Solutions	2-20-23	35	83,061 sq. ft. clean industrial testing facility		- 11
14	Atlantic Boulevard Spec Building	4-17-23	5.5	55,422 sq. ft. clean industrial building		12
15	Magna Seating	4-17-23	60	280,000 sq. ft. clean industrial building		13
16	Tommy's Boats PUD	6-19-23	6	21,483 sq. ft. boat dealership sales and service facility	3	
17	GM EV Parts Assembly PUD	8-21-23	130	715,012 sq. ft. clean industrial building		14
18	Five Points Community Church	9-25-23	3	10,220 sq. ft. sanctuary building addition		15
19	Pacific/Taylor Industrial Spec Building	9-25-23	4	47,728 sq. ft. clean industrial building		16
20	Lapeer Road West Industrial Building	12-04-23	18.7	149,170 sq. ft. clean industrial building	4	
21	Residences at River Trail PUD (Rev.)	12-04-23	23	95 townhouse-style apartment units in 11 buildings	5	
22 - 2024	Chick-fil-A Restaurant	3-18-24	1.2	5,196 sq. ft. restaurant with a drive-through facility/outdoor seating area	6	
23	Greystone Pickleball Club PUD	4-15-24	13	60,528 sq. ft. indoor recreational facility and event venue	7	
24	Joslyn Road Fuel Station - Mobil PUD	5-20-24	4	4,608 sq. ft. convenience store and vehicle fueling station	8	
25	The Learning Experience	7-15-24	3.5	10,000 sq. ft. childcare facility with an exterior playground	9	
	Total Investment		459.9			



WAGES & BENEFITS





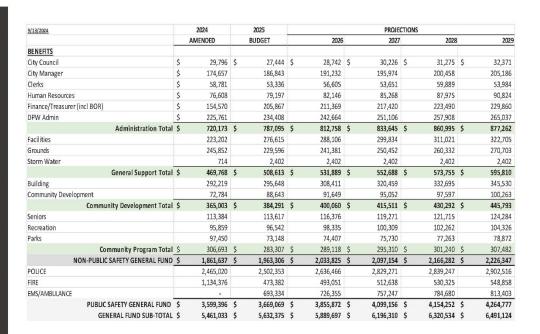
Headcount/Wage Assumptions

		2023	2024	2025		PROJEC		
		ACTUAL	AMENDED	BUDGET	2026	2027	2028	2029
HEADCOUNT								
ADMINISTRATIVE	STAFF*	14	14	15	15	15	15	15
COMMUNITY DE	V/BLDG***	11	11	11	11	11	11	11
DPW GENERAL F	UND **	23	23	25	25	25	25	25
SENIORS, RECRE	ATION, PARKS	9	9	6	6	6	6	6
POLICE		56	58	58	58	58	58	58
FIRE		33	32	13	13	13	13	13
EMS/AMBULANC	E	-	-	18	18	18	18	18
GENER	AL FUNDS SUB-TOTAL	146	147	146	146	146	146	146
ROADS AND FLEI	ET	10	10	10	10	10	10	10
WATER AND SEV	VER	11	11	11	11	11	11	11
GOLF		1	1	1	1	1	1	1
	TOTAL	168	169	168	168	168	168	168
BY BARGAINING	GROUP							
NON BARGAININ	IG .	34	34	35	35	35	35	35
AFSCIME		55	55	54	54	54	54	54
POLICE		49	51	51	51	51	51	51
FIRE		30	29	28	28	28	28	28
TOTAL		168	169	168	168	168	168	168
,	WAGE INCREASES and	WAGE B	UDGET ASSL	IMPTIONS				
Non Bargaining(a	actual varies between E	E's)		3%	3%	3%	3%	3%
AFSCME	(EXPIRES 2027)			2.25%	2%	2%	3%	3%
COMMAND	(EXPIRES 2025)			3%	3%	3%	3%	3%
DETECTIVES	(EXPIRES 2027)			5%	3%	2.50%	3%	3%
POAM	(EXPIRES 2027)			3%	3%	2.50%	3%	3%
	* ADMIN =	CITY MA	NAGER, CLE	RK, FIN/TR	EAS, HR	(City Council	not includ	led)



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9/13/2024		2024		2025			PROJE	TIONS	5		
	P	MENDED		BUDGET	2026		2027		2028		2029
WAGES											
City Council	\$	63,330	\$	63,330	\$ 63,330	\$	63,330	\$	63,330	\$	63,330
City Manager		458,192		451,801	451,886		451,886		451,886		451,886
Clerks		160,883		158,563	159,763		158,563		160,963		158,563
Human Resources		140,648		140,518	142,654		143,490		143,490		143,490
Finance/Treasurer		466,580		529,823	534,195		540,774		546,738		552,882
DPW Admin		530,960		527,728	541,417		548,129		551,987		555,960
Part-time/seasonal, Boards & Commissions		269,855		197,436	240,351		204,350		284,934		211,608
Administration Total	\$	2,090,448	\$	2,069,199	\$ 2,133,596	\$	2,110,522	\$	2,203,328	\$	2,137,719
Facilities		500,152		550,315	567,929		581,117		598,173		615,739
Grounds		456,121		461,270	492,277		509,872		524,641		539,853
Storm Water									-		
Part-time/seasonal		52,000		78,520	78,520		78,520		78,520		78,520
General Support Total	\$	1,008,273	\$	1,090,105	\$ 1,138,726	\$	1,169,509	\$	1,201,334	\$	1,234,112
Building		616,721		623,664	648,632		664,685		680,015		695,804
Community Development		197,769		195,467	195,467		195,467		195,467		195,467
Part-time/seasonal, Boards & Commissions		6,000		6,000	6,000		6,000		6,000		6,000
Community Development Total	\$	820,490	\$	825,131	\$ 850,099	\$	866,152	\$	881,482	\$	897,271
Seniors		259,214		260,443	263,106		264,210		264,210		264,210
Recreation		107,732		106,785	107,496		109,221		109,221		109,221
Parks		198,356		140,601	141,894		143,213		145,231		147,309
Part-time/seasonal		550,112		628,976	628,976		628,976		628,976		628,976
Community Program Total	\$	1,115,414	\$	1,136,805	\$ 1,141,472	\$	1,145,620	\$	1,147,638	\$	1,149,716
NON-PUBLIC SAFETY GENERAL FUND	\$	5,034,625	\$	5,121,240	\$ 5,263,893	\$	5,291,803	\$	5,433,782	\$	5,418,818
POLICE		5,616,730		5,714,142	5,994,815		6,227,414		6,415,841		6,582,552
FIRE		3,091,834		1,197,660	1,253,653		1,295,453		1,327,385		1,360,279
EMS/AMBULANCE				1,964,417	2,091,828		2,189,388		2,254,539		2,321,639
Part-time/seasonal, Boards & Commissions		513,898		635,802	521,627		527,459		532,184		537,003
PUBLIC SAFETY GENERAL FUND	\$	9,222,462	\$	9,512,021	\$ 9,861,923	\$	10,239,714	\$	10,529,949	\$	10,801,473
GENERAL FUND SUB-TOTAL	\$	14,257,087	S	14,633,261	\$ 15,125,816	S	15,531,517	S	15,963,731	S	16,220,291





WAGES -OTHER FUNDS											9.16.2	4
		2024		2025		2026		2027		2028		2029
Description	Ar	nended	F	REQUESTED	-	PROJECTION	P	PROJECTION	P	ROJECTION	P	ROJECTION
GENERAL FUND - sub total	\$	14,257,087	\$	14,633,261	\$	15,125,816	\$	15,531,517	\$	15,963,731	\$	16,220,291
ROADS		523,565		532,931		549,837		562,300		577,070		592,281
ROADS PT/SEASONAL		23,400		24,960		24,960		24,960		24,960		24,960
FLEET		208,843		213,318		219,941		224,235		230,804		237,570
FLEET PT/SEASONAL		7,800		8,320		8,320		8,320		8,320		8,320
WATER AND SEWER FUND		746,943		750,691		780,433		800,545		824,536		848,260
WATER AND SEWER PT/SEASONAL		23,400		0		0		0		0		0
GOLF		102,333		100,747		101,173		101,612		102,064		102,530
GOLF PT/SEASONAL		188,109		195,046		202,261		209,764		217,567		225,682
DDA		27,898		30,403		30,403		30,403		30,403		30,403
TIFA		75,209		24,000		24,000		24,000		24,000		24,000
TOTAL WAGES	\$	16,184,587	\$	16,513,677	\$	17,067,144	\$	17,517,656	\$	18,003,455	\$	18,314,297

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GENERAL FUND - sub total	\$ 5,461,033	\$ 5,632,375	\$ 5,889,697	\$ 6,196,310	\$ 6,320,534	\$ 6,491,124
ROADS	444,641	603,526	640,314	708,930	681,760	684,829
FLEET	114,209	115,459	120,292	125,291	130,487	135,938
WATER AND SEWER FUND	476,344	377,217	394,668	411,492	428,033	445,123
GOLF	63,759	70,671	72,493	74,409	76,428	78,552
DDA	2,229	2,847	2,847	2,847	2,847	2,847
TIFA	36,498	1,928	1,928	1,928	1,928	1,928
TOTAL BENEFITS	\$ 6,598,713	\$ 6,804,023	\$ 7,122,239	\$ 7,521,207	\$ 7,642,017	\$ 7,840,341
TOTAL WAGES AND BENEFITS	\$ 22,783,299	\$ 23,317,700	\$ 24,189,383	\$ 25,038,863	\$ 25,645,472	\$ 26,154,638

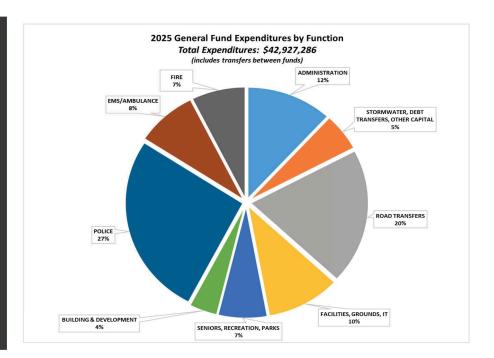


THE GENERAL FUND





GENERAL FUND EX	KPEN	DITURES BY	FUN	CTION			% of Total
		2023	202	4 AMENDED		2025	Expense/
JNCTION		ACTUAL		BUDGET	BUDGET		Support
DMINISTRATION	\$	5,520,031	\$	5,071,859	\$	5,068,351	
ORMWATER, DEBT & OTHER CAPITAL		2,611,629		3,337,575		2,333,262	
OADS TRANSFERS SHOWN BELOW)							
ACILITIES, GROUNDS, IT		3,172,073		5,539,141		4,366,618	
NIORS, RECREATION, PARKS		1,756,195		2,287,126		2,877,704	
/IS/AMBULANCE		=		7=		3,616,506	
JILDING/COMMUNITY DEVELOPMENT		1,609,575		1,705,408		1,646,455	
	\$	14,669,503	\$	17,941,110	\$ 1	9,908,896	46.389
AX REVENUE SUPPORT PROVIDED BY 2.1	1049 I	MILLS =			\$	4,150,123	219
REET DEPARTMENT	\$	675,000	\$	7,062,000	\$	8,458,000	19.709
AX REVENUE SUPPORT PROVIDED BY 1.5	5 MIL	LS =			\$	2,957,481	359
DLICE DEPARTMENTS		10,145,034		10,784,460	\$ 1	1,383,436	26.529
AX REVENUE SUPPORT PROVIDED BY 5.9	9713	MILLS =			\$ 1	1,773,362	1039
RE DEPARTMENTS		5,473,640		8,745,683	\$	3,176,954	7.40%
AX REVENUE SUPPORT PROVIDED BY 2.4	4940 I	MILLS =			\$	4,917,298	155%
OTAL GENERAL FUND EXPENDITURES	\$	30,963,176	\$	44,533,253	\$ 4	2,927,286	55%
DTAL GENERAL FUND EXPENDITURES Property Tax Revenu							





General Fund - Operating

		2024	2024					
	2023	ORIGINAL	AMENDED	2025	2026	2027	2028	2029
OPERATING GENERAL FUND	ACTUAL	BUDGET	BUDGET	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION
REVENUES	\$ 19,320,547	\$ 14,491,291	\$ 15,100,977	\$ 16,430,565	\$ 20,407,937	\$ 16,616,665	\$ 16,666,546	\$ 16,518,292
LESS RHC AND PENSION ADDITIONAL FUNDING	854,395	250,000	250,000		-	-	-	-
LESS TRANSFERS TO CAPITAL IMPROVEMENT DEBT	1,861,235	1,858,525	1,858,525	1,864,900	1,863,375	1,857,400	1,858,050	1,859,600
LESS ALL OTHER EXPENSES	11,954,078	14,746,805	15,832,586	18,043,996	27,362,291	18,724,547	18,189,096	18,414,296
IMPACT TO FUND BALANCE	\$ 4,650,840	\$ (2,364,039)	\$ (2,840,134)	\$ (3,478,331)	\$ (8,817,729)	\$ (3,965,282)	\$ (3,380,600)	\$ (3,755,604

(does not include the General Fund Police, Fire or Road Departments)

- There is no planned additional contributions to the Retirement Trusts after 2024
- The Capital Improvement debt includes payments for both the 2017 and 2021 bond issues
- Expenses reflected here include all the Administrative departments, IT, Grounds, Facilities, Seniors, Smart Grant, Recreation, Parks, DPW admin, Human Resources, Community Development/Building, and EMS/Ambulance.
- The increased revenue in 2026 is due to the recognition \$2.2 million in ARPA funds held on deposit since 2022.

NOTE: Without EMS/Ambulance, the cumulative impact the fund balance 2025-2029 would be -\$8,499,858 as opposed to -\$23,397,546 as shown above.



New EMS/Ambulance department created to segregate applicable costs from Fire Suppression department

EMS/AMBULANCE	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION	
REVENUES	911,000	611,000	611,000	611,000	611,000	CUMULATIVE
LESS EXPENSES	3,616,506	3,485,255	3,618,491	3,715,869	3,816,567	2025-2029
IMPACT TO FUND BALANCE	(2,705,506)	(2,874,255)	(3,007,491)	(3,104,869)	(3,205,567)	(14,897,688)
FIRE CURRENT NET	2,645,473	2,628,596	2,644,465	2,713,344	2,668,599	
If still combined:	(60,033)	(245,659)	(363,026)	(391,525)	(536,968)	(1,597,211)





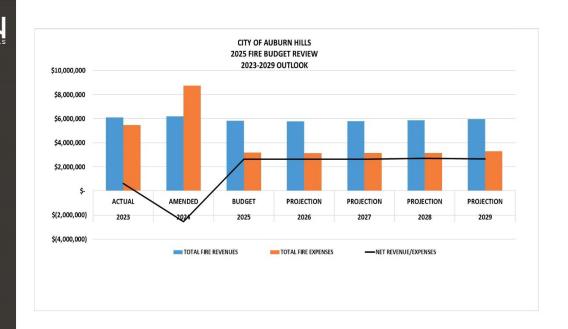
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			2024	2024					
		2023	ORIGINAL	AMENDED	2025	2026	2027	2028	2029
FIRE GENERAL FUND		ACTUAL	BUDGET	BUDGET	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION
REVENUES		\$ 6,102,512	\$ 6,656,455	\$ 6,186,656	\$ 5,822,427	\$ 5,766,281	\$ 5,798,699	\$ 5,875,334	\$ 5,957,469
LESS EXPENSES		5,473,640	8,153,118	8,745,683	3,176,954	3,137,685	3,154,234	3,161,990	3,288,870
	IMPACT TO FUND BALANCE	\$ 628,873	\$ (1,496,663)	\$ (2,559,027)	\$ 2,645,473	\$ 2,628,596	\$ 2,644,465	\$ 2,713,344	\$ 2,668,599

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	General Fund - :	101						
Fire - 336, 339 & 341								
Project	Account Description	2025	2026	2027	2028	2029		
Green Roof Public Safety 25% (75% in Police)	Bldg Additions/Improvements	100,000						
Cardiac Monitor	Machinery & Equipment		45,000	45,000				
Cardio Pulmonary Rescue Assist Equipment	Machinery & Equipment					45,000		
Radio System/Equipment	Machinery & Equipment				18,000			
Extrication Equipment	Machinery & Equipment	35,000						
Suppression Equip/Training Equip	Machinery & Equipment	15,000	15,000	5,000	5,000	15,000		
		150,000	60,000	50,000	23,000	60,000		

2025-2029 Capital Project Budget Plan

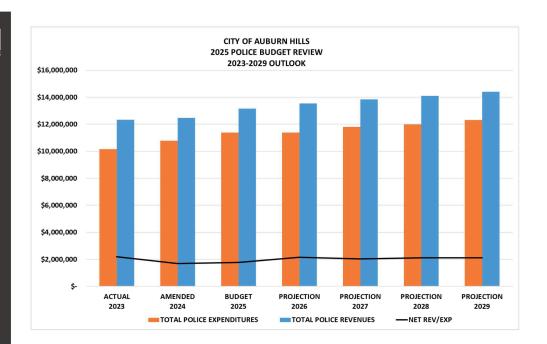




		2024	2024					
	2023	ORIGINAL	AMENDED	2025	2026	2027	2028	2029
POLICE GENERAL FUND	<u>ACTUAL</u>	BUDGET	BUDGET	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION
REVENUES	\$ 12,329,128	\$13,752,683	\$12,469,196	\$ 13,145,505	\$13,527,276	\$ 13,832,912	\$14,109,674	\$ 14,410,691
LESS EXPENSES	10,145,034	10,655,000	10,784,460	11,383,436	11,375,621	11,809,114	11,992,250	12,301,019
IMPACT TO FUND BALANCE	\$ 2,184,094	\$ 3,097,683	\$ 1,684,736	\$ 1,762,069	\$ 2,151,655	\$ 2,023,798	\$ 2,117,424	\$ 2,109,672

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	General Fund - 101					
	Police - 301 & 305					
Project	Account Description	2025	2026	2027	2028	2029
Detention Intercom System	Bldg Additions/Improvements	40,000				
VMS/Radar Trailer	Machinery & Equipment	25,000			25,000	
Police DB Copier	Machinery & Equipment	10,000				
Motorola Radios	Electronic Equipment	9,500	9,500	9,500	9,500	9,50
Green Roof Public Safety 75% (25% in Fire Admin)	Bldg Additions/Improvements	300,000				
Copier for Records	Machinery & Equipment		6,000			
Office Cubicle Update (Report Writing, Admin. Assistant)	Furniture	50,000	50,000			
		434,500	65,500	9,500	34,500	9,500





		2024	2024									
	2023	ORIGINAL	AMENDED	2025		2026		2027		2028		2029
STREET IMPROVEMENT GENERAL FUND	ACTUAL	BUDGET	BUDGET	BUDGET	P	ROJECTION	P	ROJECTION	PR	OJECTION	P	ROJECTION
PROPERTY TAXES AND PPT REIMBURSEMENT	\$ 2,868,109	\$ 3,547,276	\$ 3,226,801	\$ 3,096,435	\$	3,176,242	\$	3,238,014	\$:	3,300,477	\$	3,366,501
NON DEBT ROAD SAD INCOME	\$	\$ 221,827	\$ 221,827	\$ 518,006	\$	760,826	\$	802,264	\$	958,960	\$	1,302,150
LESS TRANSERS TO ROADS	675,000	4,292,000	7,062,000	8,458,000		5,650,000		5,462,783		7,906,427		8,760,561
IMPACT TO FUND BALANCE	\$ 2,193,109	\$ (522,897)	\$ (3,613,372)	\$ (4,843,559)	\$	(1,712,932)	\$	(1,422,505)	\$ (3,646,990)	\$	(4,091,910)

Between 2025 and 2029, Road related Property Tax, Personal Property Tax reimbursement, and Assessment Income is currently projected to total approximately \$20.5M. Transfers to Roads Fund from the General fund are expected to be \$36.2M

Staff has no indication that Personal Property Tax Reimbursement (PPT) will continue beyond 2029

Additional revenue in excess of the General fund from Wayne Disposal, Tifa B and Tifa D will also support Major and Local Roads projects in the amount of \$5.9M from 2025-2029. Wayne Disposal is not projected to support past 2029 and we will not have the support of the TIFA funds for eligible roads past 2030.



New Special Assessments

2025: Executive

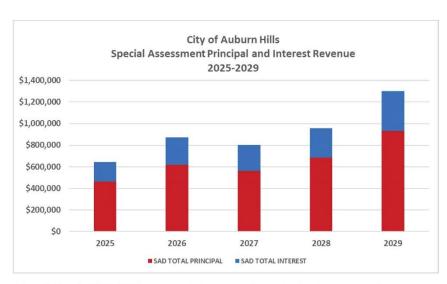
2026: Centre, Innovation

2027: Pond Run, Valley View

2028: Chrysler, Glenmeade

2029: Cross Creek





New SAD's in 2025-2029 have a total expected principal revenue of \$3,257,472. \$217,932 is debt-related and \$8,315 is related to Forester Square which is not contributing to the roads.



Combined General Fund Components

Combined Related Millage Functions

		2024	2024					
	2023	ORIGINAL	AMENDED	2025	2026	2027	2028	2029
	ACTUAL	BUDGET	BUDGET	BUDGET	PROJECTION	PROJECTION	PROJECTION	PROJECTION
IMPACT TO FUND BALANCE								
OPERATING GENERAL FUND	\$ 4,650,840	\$ (2,364,039)	\$ (2,840,134)	\$ (3,478,331)	\$ (8,817,729)	\$ (3,965,282)	\$ (3,380,600)	\$ (3,755,604
STREET IMPROVEMENT GENERAL FUND	\$ 2,193,109	\$ (522,897)	\$ (3,613,372)	\$ (4,843,559)	\$ (1,712,932)	\$ (1,422,505)	\$ (3,646,990)	\$ (4,091,910
POLICE GENERAL FUND	\$ 2,184,094	\$ 3,097,683	\$ 1,684,736	\$ 1,762,069	\$ 2,151,655	\$ 2,023,798	\$ 2,117,424	\$ 2,109,672
FIRE GENERAL FUND	\$ 628,873	\$ (1,496,663)	\$ (2,559,027)	\$ 2,645,473	\$ 2,628,596	\$ 2,644,465	\$ 2,713,344	\$ 2,668,599
TOTAL IMPACT TO FUND BALANCE	\$ 9,656,171	\$ (1,285,916)	\$ (7,327,797)	\$ (3,914,348)	\$ (5,750,410)	\$ (719,524)	\$ (2,196,822)	\$ (3,069,243
PROJECTED ENDING FUND BALANCE	\$ 48,980,093	\$ 47,694,177	\$ 41,652,296	\$ 37,737,948	\$ 31,987,538	\$ 31,268,014	\$ 29,071,192	\$ 26,001,949

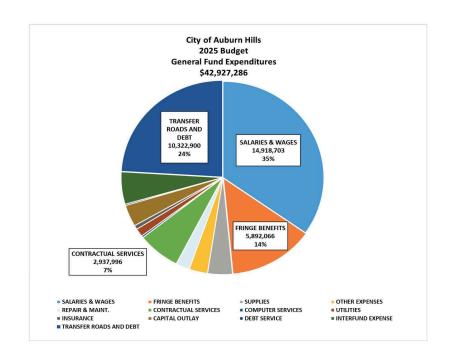
				GENERAL	FUND				
9/11/2024 <u>Desc</u>	ription	2023 ACTUAL	2024 ORIGINAL <u>BUDGET</u>	2024 AMENDED	2025 BUDGET	2026 PROJECTED	2027 PROJECTED	2028 PROJECTED	2029 PROJECTED
Total General Fu	nd Revenues	\$ 41,156,448	\$ 38,669,532	\$ 37,205,457	\$ 39,012,938	\$ 43,638,562	\$ 40,288,554	\$ 40,910,991	\$ 41,555,103
Total General Fu	nd Expenditures	31,500,275	39,955,448	44,533,254	42,927,286	49,388,972	41,008,078	43,107,813	44,624,346
Revenue Over (U Expenditures	Inder)	\$ 9,656,174	\$ (1,285,916)	\$ (7,327,797)	\$ (3,914,348)	\$ (5,750,410)	\$ (719,524)	\$ (2,196,822)	\$ (3,069,243)
Fund Balance ¹	as % of Expense	\$ 48,980,093 155.5%	\$ 47,694,177 119.4%	\$ 41,652,296 93.5%	\$ 37,737,948 87.9%	\$ 31,987,538 64.8%	\$ 31,268,014 76.2%	\$ 29,071,192 67.4%	\$ 26,001,949 58.3%



General Fund Operating



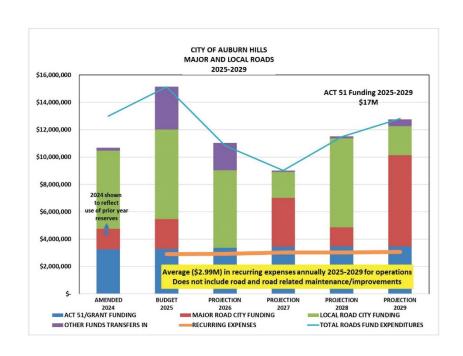














Major Road Projects 2025-2029 | \$20,020,000

2025-202	9 Capital Project Budget Pla	an				
	Major Roads - 202					
Project	Description	2025	2026	2027	2028	2029
Tienken	Asphalt Mill & Resurface	720,000		2027	2020	
Tienken	Pathway Construction	200,000				
North Squirrel Rd Overlay	Concrete Maintenance	200,000				
North Squirrel (Walton to Chrysler) Concrete	Concrete Maintenance					
Great Lakes Crossing	Asphalt Mill & Resurface		175,000	550.000		
Shimmons (Grove Ln to Squirrel)	Asphalt Mill & Resurface			25,000	475,000	
Chrysler (SAD)	Asphalt Construction			60,000	1,200,000	
Cross Creek (SAD)	Asphalt Reconstruction			,	200,000	5,100,00
Cross Creek (SAD)	Pathway Construction				40,000	400,00
Grey Road	Asphalt Pulverize/Overlay				100,000	1,800,00
High Meadow (SAD)	Asphalt Reconstruction					225,00
High Meadow (SAD)	Pathway Construction					30,00
Doris	Asphalt Construction					100,00
Doris	Pathway Construction					20,00
Pathway Maintenance	Maintenance	250,000	250,000	250,000	250,000	250,00
Sidewalk Maintenance	Maintenance	100,000	100,000	100,000	100,000	100,00
Signal Maintenance and Repair	Maintenance	115,000	115,000	115,000	115,000	115,00
General Maintenance/Guardrail Maintenance	Road Maintenance	125,000	125,000	125,000	125,000	125,00
N. Squirrel Rd	Road Maintenance	1,000,000		500,000		
University Dr	Road Maintenance		200,000	3,000,000		
Bridge Repairs	Maintenance			50,000		50,00
Pavement Markings	Maintenance	60,000	60,000	60,000	60,000	60,00
Traffic Signal/Shimmons/Squirrel	Replacement	350000				
		3,120,000	1,025,000	4,835,000	2,665,000	8,375,000



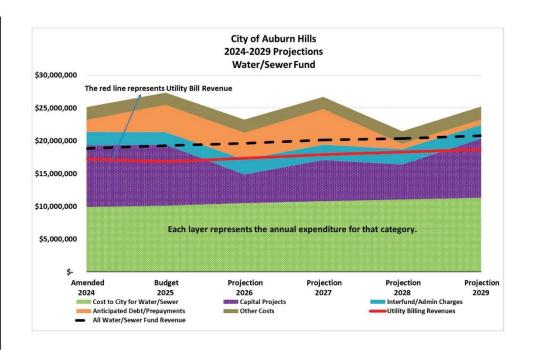
2025-2029 Capit	al Project Budget Plan					
Local	Roads - 203					
Project	Description	2025	2026	2027	2028	2029
Butler Road	Asphalt Reconstruction	2,100,000				
Shimmons Circle	Asphalt Pulverize/Overlay	1,700,000				
Executive Hills (SAD)	Asphalt Mill & Resurface	4,500,000				
Executive Hills (SAD)	Pathway Construction	320,000				
Birchfield/Patrick Henry	Asphalt Reconstruction		2,750,000			
Centre (SAD)	Asphalt Reconstruction		2,700,000			
Innovation Dr (SAD)	Asphalt Reconstruction		1,100,000			
Pond Run (SAD)	Asphalt Mill & Resurface		25,000	420,000		
Valley View (SAD)	Asphalt Mill & Resurface		15,000	225,000		
St Lawrence Sub	Asphalt Pulverize/Overlay			35,000	950,000	
Glenmeade (SAD)	Asphalt Reconstruction			60,000	1,200,000	
Nichols/Couchlin/Slocum	Asphalt Pulverize/Overlay			125,000	3,300,000	
Coe/Willet/Joy	Asphalt Replacement				47,500	650,00
Thornwood Sub	Asphalt Mill & Resurface					35,00
Collier Road (west of Joslyn)	Asphalt Mill & Resurface					25,00
Collier Road (east of Joslyn)	Asphalt Replacement					50,00
Vinewood Sub	Asphalt Pulverize/Overlay					125,00
Hillfield	Asphalt Pulverize/Overlay					50,00
Pathway Maintenance	Maintenance	100,000	100,000	100,000	100,000	100,00
Sidewalk Maintenance	Maintenance	50,000	50,000	50,000	50,000	50,00
General Maintenance/Guardrail Maintenance	Maintenance	39,500	39,500	39,500	39,500	39,50
Pavement Markings	Maintenance	20,000	20,000	20,000	20,000	20,00
Churchill Sub	Asphalt Pulverize/Overlay					150,00
		8,829,500	6,799,500	1,074,500	5,707,000	1,294,500



1% Water Rate Increase 5.5% Sewer Rate Increase 2025 Assumption



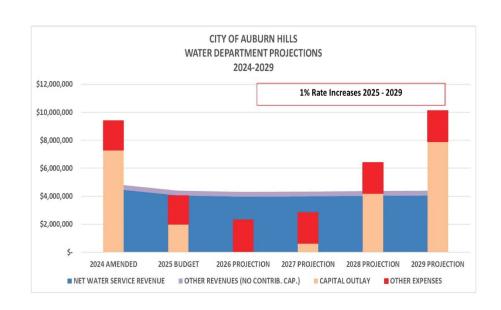






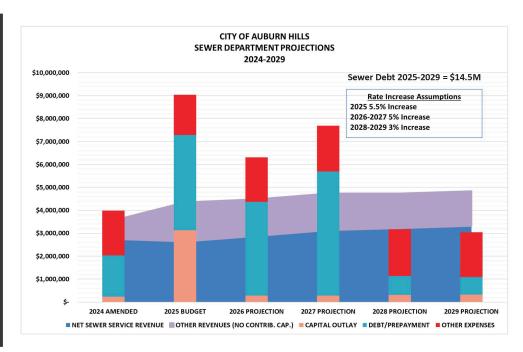
2025-20	29 Capital Project Budget Plan					
١	Nater Department - 536					
Project	Description	2025	2026	2027	2028	2029
Birchfield/Patrick Henry WM Replace	AC Water Main Replacement	2,000,000				
VFD Repair	Replacement		11,000		12,000	
Tower Interior and Exterior Coating	Water/Sewer System Imp & Ext			400,000		
SE District WM Replacement	AC Water Main Replacement				125,000	2,500,000
Nichols/Couchlin/Slocum WM Replaceme	AC Water Main Replacement			225,000	3,750,000	
Walton Heights S WM Replacement	Water/Sewer System Imp & Ext				200,000	3,800,000
Grey Road WM Replacement	AC Water Main Replacement				100,000	1,600,000
		2,000,000	11.000	625,000	4.187.000	7.900.000







	2025-2029 Capital Project Budget Plan Sewer Department - 535						
Project	Description	2025	2026	2027	2028	2029	
Birchfield Sewer Replacement	12" Sewer Replacement	2,500,000					
Grey Rd & Lake Angelus Generators	Replacement	275,000					
2 Gather Repair	Replacement	100,000					
Sewer Lining and Man Hole Restore	Replacement	150,000	275,000	275,000	300,000	325,000	
Lift Station Pumps	Replacement				17,000		
Joslyn Repair	Replacement	100,000					
		3,125,000	275,000	275,000	317,000	325,000	





Water/Sewer Fund

City of Auburn Hills WATER/SEWER FUND 2025-2029 Budget Projections

	2023		2024	2025		2026	2027	2028	2029
	ACTUAL		AMENDED	BUDGET	P	ROJECTION	PROJECTION	PROJECTION	PROJECTION
ESTIMATED CASH POSITION									
Beginning Cash and Investments	\$ 34,353,332	\$	37,343,463	\$ 32,488,031	\$	28,155,810	\$ 28,321,450	\$ 26,877,734	\$ 26,390,586
Projected Change in Cash	2,990,131		(4,855,432)	(4,332,221)		165,640	(1,443,716)	(487,148)	(3,918,398)
ENDING CASH AND INVESTMENTS	\$ 37,343,463	\$	32,488,031	\$ 28,155,810	\$	28,321,450	\$ 26,877,734	\$ 26,390,586	\$ 22,472,188
Increase(Decrease) from Prior	Year		-13.00%	-13.33%		0.59%	-5.10%	-1.81%	-14.85%
% Of Expense of Cash and Inve	estment			82%		71%	81%	92%	0%
Includes the following sewer new deb	t plan over and	abo	ve established	debt obligation	ıs:				
COSDS Rehab Anticipated Prepaymen	ts			\$ 3,550,000	\$	3,550,000	\$ 4,730,000	\$ -	\$ -







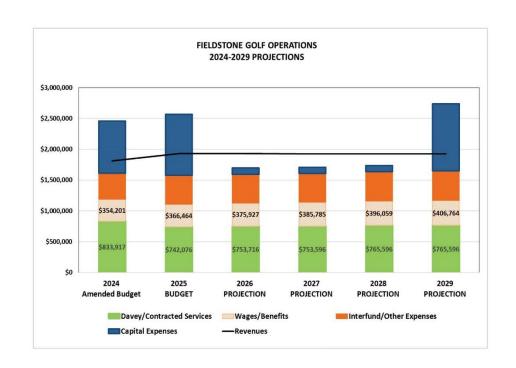
Fieldstone Golf Operations

FIELDSTONE GOLF COURSE

2025-2029 CAPITAL PROJECT PLAN

Project	Description	2025	2026	2027	2028	2029
Cart Path	Land Improvements	100,000	100,000	100,000	100,000	
Pond Dredging	Land Improvements					1,097,000
Bunker Reconstruction	Land Improvements	836,122				
Bridge Repair	Land IMprovements	35,000				
Computer Replacement	Computer Equipment	7,400				
Computer Bundle Replacement	Computer Equipment	7,400	4,400	2,200		2,200
	<u>.</u>	985,922	104,400	102,200	100,000	1,099,200







City of Auburn Hills GOLF FUND 2025-2029 Budget Projections

	2023 ACTUAL	2024 AMENDED	2025 BUDGET	2026 PROJECTION	,	2027 PROJECTION	2028 PROJECTION	,	2029 PROJECTION
ESTIMATED CASH POSITION	HUTUNE	AMENDED	DODGET	7 HOSECTION	,	HOSECTION	 HOLEHON		HOSEFIOIE
Beginning Cash and Investments	\$ 1,697,624	\$ 1,467,373	\$ 820,772	\$ 185,890	\$	415,840	\$ 634,429	\$	826,075
Projected Change in Cash	(230,251)	(646,601)	(634,882)	229,950		218,589	191,646		(825,185)
ENDING CASH AND INVESTMENTS	\$ 1,467,373	\$ 820,772	\$ 185,890	\$ 415,840	\$	634,429	\$ 826,075	\$	890
Increase(Decrease) from Prior Year		-44.07%	-77.35%	123.70%		52,57%	30.21%		-99.89%



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7B
CITY COUNCIL



CITY OF AUBURN HILLS

REGULAR CITY COUNCIL MEETING DRAFT MINUTES

SEPTEMBER 23, 2024

CALL TO ORDER & Mayor Marzolf at 7:00 PM.

PLEDGE OF ALLEGIANCE:

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

ROLL CALL: Present: Council Members Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel,

and Verbeke Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Community Development Director Cohen, Asst to Dir./Construction Coord. Lang, DPW Director Baldante, Mgr of Municipal Properties Wisser, Mgr of Roads & Fleet Hefner, Economic Development Mgr Carroll, HR Mgr Parpart, FGC Mgr Hierlihy, Assistant to the Manager

Hagge, Engineer Juidici

8 Guests

A workshop session was held prior to the regular City Council meeting at 5:30 PM. Workshop Topic: Budget Workshop (1 of 2).

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, September 9, 2024.

Moved by Knight, Seconded by Fletcher.

RESOLVED: To approve the City Council Regular Meeting Minutes of September 9, 2024 as

corrected.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.142 Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS

6. PUBLIC COMMENT

Dave Sanders of 224 Juniper, Auburn Hills shared his thoughts for a Parklawn Street project.

Evan Running 668 N. Main St., Rochester discussed the snow removal on municipal sidewalks.

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Election Commission, September 12, 2024

RESOLVED: To receive and file the Board and Commission Minutes.

7b. Motion – To approve the amendment to the Retirement Health Savings Plan and to adopt the RHS Plan Survivor Information Policy.

RESOLVED: To approve the Retirement Health Savings Plan amendment. Furthermore, approve the Retirement Health Savings Plan Survivor Information Policy. (Attachment A)

7c. Motion – To approve the 2024-2025 Winter Operations Agreement with the Road Commission for Oakland County.

RESOLVED: To approve the 2024-2025 Winter Operations Agreement between the City of Auburn Hills and the Road Commission for Oakland County. Services to be reimbursed from the Road Commission for Oakland County to the City of Auburn Hills in the amount of \$49,722.47.

7d. Motion – To approve the purchase of two copy machines for both the City Clerk and Public Works departments.

RESOLVED: To approve the purchase of two Epson WorkForce Enterprise AM Series copy machines for both the City Clerk in general ledger no. 101-215-978.001 and Department of Public Works in general ledger no. 101-265-977.000.

7e. Motion – To approve a change order to the 2024 Fieldstone Golf Club cart path paving project.

RESOLVED: To approve a change order to the contract with Titan Pavement for the 2024 Cart Path Paving Improvements at Fieldstone Golf Club in an amount not to exceed \$45,000.

Moved by Verbeke, Seconded by McDaniel.

RESOLVED: To approve the Consent Agenda.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.143 Motion Carried (7 - 0)

8. UNFINISHED BUSINESS

8a. Motion – To consider non-renewal of the Embassy Suites hotel license.

Ms. Pierce shared that Embassy Suites was presented at the June 14, 2024 City Council meeting for non-renewal for the 2024 Hotel License due to non-compliance with the Hotel Ordinance. The hotel requested a 90-day extension to fulfill the requested camera installations. At this time, the hotel is in compliance and should receive the 2024 Hotel License.

Moved by Fletcher, Seconded by Hawkins.

RESOLVED: To issue a conditional license to Embassy Suites, 2300 Featherstone Rd, to expire on December 31, 2025.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.144 Motion Carried (7 - 0)

9. NEW BUSINESS

9a. Motion – To approve a Sixth Golf Course Maintenance Contract Extension Agreement.

Mr. Skopek presented the contract with Davey Golf for a Sixth Golf Course Maintenance Contract. This new contract proposes annual payments rising from \$550,240.00 in 2025 to \$574,840 in 2029 for a total of \$2,837,610 over the five-year contract.

Moved by Fletcher, Seconded by Ferguson.

RESOLVED: To approve the Sixth Golf Course Maintenance Contract and Specifications Agreement with Davey Tree Expert Company d/b/a Davey Golf for a total contract amount of \$2,837,610, which will be paid in annual installments as outlined in the Agreement. Furthermore, authorize the City Manager to convey acceptance by purchase order.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.145

Motion Carried (7 - 0)

9b. Motion – To adopt a resolution approving a request from Chateau Aeronautique Winery, LLC for a new Off-Premises Tasting Room License.

Ms. Carroll presented the request for a new Off-Premises Tasting Room License from Chateau Aeronautique Winery. This license will allow the owner to add spirits to the menu.

Moved by Verbeke, Seconded by McDaniel.

RESOLVED: To adopt the enclosed resolution approving a request from Chateau Aeronautique

Winery, LLC, for a new Off-Premises Tasting Room License. (Attachment B)

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.146

Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Knight shared his hopes that the fundraiser for Neighborhood House was successful. He also thanked DPW for their work at striping the roads.

Mr. Ferguson shared that his neighbors enjoy the downtown atmosphere.

Mayor Marzolf shared information about the Health and Wellness Expo that is taking place at the Community Center.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

Mr. Tanghe thanked Eveonne Roberts and Stephanie Carroll for their organization of Septembeerfest. He also congratulated Karen Adcock on all her hard work for the new kitchen in the Community Center. He thanked Stephanie Carroll for orchestrating the new sculpture in the downtown area.

13. CLOSED SESSION

13a. Motion – To meet in closed session to discuss Attorney's Opinion Letter.

City Council Meeting – September 23, 2024 Page 4

Moved by Verbeke, Seconded by Ferguson.

RESOLVED: To meet in closed session to discuss Attorney's Opinion letter, pursuant to MCL 15.268(1)(h) of the Open Meetings Act.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.147 Motion Carried (7 - 0)

The meeting recessed to closed session at 7:25 PM.

The meeting reconvened in open session at 8:25 PM.

14. ADJOURNMENT

Moved by Fletcher, Seconded by Verbeke.

The meeting was adjourned at 8:25 PM.

RESOLVED: To adjourn the meeting.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke

No: None

Resolution No. 24.09.148 Motion Carried (7 - 0)

Brain W. Marzolf, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A

AMENDMENT TO THE CITY OF AUBURN HILLS RETIREMENT HEALTH SAVINGS PLAN RHS FUNDED POST-EMPLOYEMENT HEALTH REIMBURSEMENT ARRANGEMENT

BY THIS AGREEMENT, City of Auburn Hills Retirement Health Savings Plan RHS (herein referred to as the "Plan") is hereby amended as follows, except as otherwise provided herein:

Effective December 21, 2023, the selections below in the Funded Post-Employment Health Reimbursement Arrangement Adoption Agreement are hereby changed to the following:

ARTICLE II: DEFINITIONS.

2.24 Name of Plan: City of Auburn Hills Retirement Health Savings Plan RHS

ARTICLE IV: BENEFITS UNDER THE PLAN.

4.9 Use of forfeitures:

Other: In the event a Participant's funds cannot be transferred to an eligible Spouse or Beneficiary, all of the Participant's funds shall revert to the Employer.

IN WITNESS WHEREOF, the parties have ca day of , 2024.	used this Amendment to be executed this
	City of Auburn Hills:
	By:

ATTACHMENT A

RETIREMENT HEALTH SAVINGS (RHS) PLAN SURVIVOR INFORMATION POLICY

PURPOSE

To establish a policy to disperse an employee's remaining Retirement Health Savings (RHS) account balance from OPTUM/BPAS to the City of Auburn Hills in the event there are no surviving spouse or eligible dependents upon the employee's death.

STATEMENT OF POLICY

It is the policy of the City of Auburn Hills to set forth language that allows for any unused RHS account balance to revert to the City of Auburn Hills upon an employee's death. These funds will be designated between employer and employee contribution should there be no eligible spouse or eligible dependents beneficiary to utilize the remaining benefit.

PROCEDURE

If there are no surviving spouse and/or eligible dependents upon the employee's death, the remaining Retirement Health Savings account balance reverts to the Employer's and Employee's proportionate share of contributed assets and earnings, including vested and non-vested assets, and will be returned in two segregated transactions to the City of Auburn Hills. The employer portion will be returned to the General Fund. The employee portion will be deposited into the employee liability account. Any distribution of the remaining account balance to contingent beneficiaries will be a taxable distribution.

Employees will be required to keep their beneficiary designations up to date by completing the Retirement Health Savings (RHS) Plan Enrollment/Change Form. It is recommended that beneficiary designation forms are reviewed when various life status events occur, such as marriage, divorce, birth of a child, or death.

This policy will be reviewed to ensure its effectiveness and relevance with updates being made as needed.

ATTACHMENT B



Michigan Department of Licensing and Regulatory Affairs Liquor Control Commission (MLCC) Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID:	
Request ID:	
•	(For MLCC use only)

Local Government Approval For Off-Premises Tasting Room License

(Authorized by MCL 436.1536)

Instructions for Applicants:

Instructions for Local Legislative Body:

• You must obtain a recommendation from the local legislative body for a new Off-Premises Tasting Room License application.

Comp which	plete this resolution In this request was co	or provide a resolution	n, along with certification	n from the clerk or add	opted minutes from the meeting a
	i dina request was ce	maideleu.			

At a	meeting of the			council/board	
(regular or special)		(t	ownship, city, village)		
called to order by		on	at		
he following resolution was offered:			(date)	(time)	
Moved by		and supported by			
dental and the same	CHATEAU	UE WINERY, LLC			
			nited liability company, please st	ate the company name)	
or a NEW OFF-PREMISES TASTING ROC	OM LICENSE				
		ואמוומווא חאר	HILLS MICHIGAN 48326		
	3338 AUDUNN N	JAD, AUBUNN	TILLS MICHIGAN 48326		
t is the consensus of this body that it			this application	n be considered for	
	(recommends/de	oes not recommen	d)	ii be considered for	
pproval by the Michigan Liquor Control		oes not recommen	u,		
f disapproved, the reasons for disapprov	al are				
	7	/ote			
	Yeas:				
	Nays:				
	Absent	:			
					
hereby certify that the foregoing is true	and is a complete copy	of the resolutio	n offered and adopted by	the the	
ouncil/board at a	me	eting held on		(township, city, village	
(regular or	special)	,	(date)		
Print Name of Clerk		Signature of Clerk		Date	
		signature of Clerk			

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

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

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7A1

TAX INCREMENT FINANCE AUTHORITY

"Not Yet Approved"

CITY OF AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY MEETING

September 10, 2024

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:00 PM.

ROLL CALL: Present: Kneffel, Gudmundsen, Fletcher, Barash, Eldredge

Absent: Moniz, Waltenspiel, Goodhall

Also Present: Brandon Skopek, Assistant City Manager & TIFA Executive Director; Andrew Hagge,

Assistant to the City Manager

Guests: Jack Ferguson, Auburn Hills City Councilmember

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

PERSONS WISHING TO BE HEARD

Auburn Hills City Councilmember, Jack Ferguson, attended the September 10th TIFA meeting. Mr. Ferguson introduced himself to the TIFA Board and the TIFA Board introduced themselves to Mr. Ferguson.

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes - August 13, 2024

There was no discussion on the approval of the minutes.

Moved by Dr. Eldredge to approve the TIFA Regular Meeting Minutes from August 13, 2024, as presented. Seconded by Mr. Barash

Yes: Kneffel, Fletcher, Gudmundsen, Barash, Eldredge

No: None

Motion Carried

CORRESPONDENCE AND PRESENTATIONS

A. Thyssenkrupp North America, LLC - Site Improvement Grant Application

Mr. Skopek presented the agenda item regarding the grant application to the TIFA Board. Additionally, Mr. Skopek noted that this agenda item did not require formal action from the Board. Instead, Mr. Skopek, informed the Board that a site improvement grant application would come to the Board during the October meeting. There was no further discussion from the Board.

CONSENT AGENDA

A. FY 2024 Adopted Budget and YTD Summary – August 31, 2024

RESOLVED: To receive and file the financial report for the period ending August 31, 2024.

Moved by Dr. Fletcher to Approve the Consent Agenda. Seconded by Mr. Barash

Yes: Kneffel, Fletcher, Gudmundsen, Barash, Eldredge

No: None

Motion carried

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. 2024 Budget Amendments for TIF-B Road Projects

Mr. Skopek presented the budget amendments agenda item to the TIFA Board. Mr. Skopek recapped the original budget plan for the road projects taking place in TIF District B. However, upon further investigation, city staff found that Tax Increment Finance Authorities cannot collect special assessments. For that reason, a budget amendment was necessary to show that the TIFA will only contribute 50% of the project's costs, instead of 100% of the total project cost. There was no further discussion from the TIFA Board.

Moved by Dr. Eldredge to authorize a budget amendment to decrease appropriations in the 2024 TIF-B budget as shown in the staff recommendation section of the memo.

Seconded by Dr. Fletcher

Yes: Kneffel Fletcher, Gudmundsen, Barash, Eldredge

No: None

Motion carried

B. Approval of 2025 Proposed Budget

Mr. Skopek originally made the TIFA budget presentation in the previous TIFA regular, which was held on Tuesday, August 13th. The August 13th presentation did not require any formal action from the TIFA Board. This agenda item, before the TIFA Board, did require formal action to adopt the budget. However, since the August 13th TIFA meeting, some changes were made to the budget. Mr. Skopek summarized those changes to the TIFA Board. Some changes to the budget include additional funding for the Butler Road project, moving the Riverwoods Park streambank stabilization project to 2027, and adding the rehabilitation of the Civic Center Park pavilion to 2025 in the amount of \$35,000. Beyond Mr. Skopek's summary of budget changes, there was no further discussion on this agenda item.

Moved by Dr. Fletcher approve the 2025 Proposed Budget as presented. Furthermore, recommend to the City Council the inclusion of these budgets for adoption in the City's overall budget documents.

Seconded by Mr. Barash

Yes: Kneffel, Fletcher, Gudmundsen, Barash, Eldredge

No: None

EXECUTIVE DIRECTOR REPORT

Mr. Skopek updated the Board on the Public Square project. Mr. Skopek reported the delays in the project and the reason for the delays.

BOARD MEMBER COMMENTS

Dr. Eldredge brought the idea of adding additional security cameras in the downtown to the rest of the TIFA Board. Dr. Eldredge mentioned the idea of security cameras being placed near the roundabout on N. Squirrel that can be angled in a way to catch large trucks that damage city property as they traverse through downtown Auburn Hills. Additionally, Dr. Eldredge asked if the TIFA Board can aid in cleaning up the portion of Auburn Road (west of the downtown) that is often covered in dirt and/or rocks from the nearby businesses. Mr. Skopek noted that the scope of the TIFA is limited regarding this issue, because it is outside of the TIFA districts and that city administration has been engaged in conversations to reduce rubble on Auburn Road with the nearby businesses.

The TIFA Board inquired about the Wayfinding signage project and its status. Mr. Skopek informed the TIFA Board that the Downtown Development Authority has this project in their plans, unsuccessfully went out to bid for this project previously, and has budgeted for the project in 2025.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, October 8, 2024, at 4:00 p.m. in the Administrative Conference Room in City Hall at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT

Moved by Dr. Eldredge to adjourn the TIFA Board meeting. Seconded by Mr. Gudmundsen

Yes: Kneffel, Fletcher, Gudmundsen, Barash, Eldredge

No: None

Motion Carried

The TIFA Board of Directors meeting adjourned at 4:44 p.m.

Steve Goodhall Andrew Hagge

Secretary of the Board Assistant to the City Manager



MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7A2
PLANNING COMMISSION



CITY OF AUBURN HILLS PLANNING COMMISSION MINUTES NOT YET APPROVED

September 11, 2024

CALL TO ORDER: Chairperson Ouellette called the meeting to order at 6:30 p.m.

ROLL CALL: Present: Carolyn Shearer, Ray Saelens, Darlene MacMillan, Jack Ferguson, Cynthia Pavlich,

Laura Ochs, Sam Beidoun, Greg Ouellette

Absent: Dominick Tringali

Also Present: Director of Community Development Steve Cohen, Assistant to the Director of Community Development Devin Lang, City Engineer Hannah Driesenga (OHM), Director of Recreation and Senior Services Karen Adcock, Assistant Director of Recreation and Senior

Services Pauline Beckett, and Mayor Brian Marzolf.

Guests: 3

LOCATION: Robert W Grusnick Public Safety Building, 1899 N. Squirrel Road, Auburn Hills, MI 48326

- 3. PERSONS WISHING TO BE HEARD None.
- 4. APPROVAL OF MINUTES July 31, 2024

Moved by Beidoun to approve the minutes of July 31, 2024.

Second by Ferguson.

VOTE: Yes: Beidoun, Ferguson, Shearer, MacMillan, Saelens, Ochs, Pavlich, Ouellette

No: None Motion Carried (8-0)

- 5. PETITIONERS None.
- 6. UNFINISHED BUSINESS None.
- 7. NEW BUSINESS
- 7a. Workshop Auburn Hills Green Infrastructure Plan Update

Facilitated by: Ryan Dividock, Supervisor – Planning, Zoning & Land Use, Planning and Local Business Development Division, Economic Development Department, Oakland County, Michigan

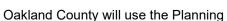
Following the introductions of those in attendance, Mr. Dividock gave a presentation outlining the following topics:

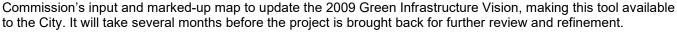
- · Overview of the Oakland County Planning Office
- Overview of Green Infrastructure
- History of the Shiawassee & Huron Headwaters Project / Michigan Natural Features Inventory data
- Green Infrastructure Visioning (2009)

After the presentation, Mr. Dividock invited the Planning Commission and staff to participate in a hands-on activity with the following goals:

- Identify the Ecological Network
- Identify the Recreational Network
- Discuss Preservation Approaches that may be applied

Mr. Dividock, assisted by Mr. Cohen, led the Planning Commission and others in a hands-on mapping activity to identify habitat hubs, ecological landscape features, and riparian linkages within the City.









8. COMMUNICATIONS - None.

9. NEXT SCHEDULED MEETING

The next scheduled meeting is on Wednesday, October 9, 2024, at 7:00 p.m. in the Auburn Hills Council Chambers.

10. ADJOURNMENT

There being no further business, Chairperson Ouellette adjourned the meeting at 8:00 p.m.

Submitted by:

Devin Lang

Construction Coordinator / Assistant to the Community Development Director



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7A3

ELECTION COMMISSION



ELECTION COMMISSION MEETING

September 30, 2024, 3:30 PM City Hall, Council Chamber 1827 N. Squirrel Road, Auburn Hills MI 48326

DRAFT MINUTES

1. CALL TO ORDER

Ms. Pierce called the meeting to order at 3:03 PM.

2. ROLL CALL

Present: Timothy Carrier

Laura Pierce Rolanda Peet

Absent: None

3. APPROVAL OF THE MINUTES

3a. Minutes of September 12, 2024

MOTION by Carrier, seconded by Peet.

RESOLVED: To approve the minutes of September 12, 2024 as presented.

VOTE: Yes: All

No: None MOTION CARRIED (3 - 0)

4. **NEW BUSINESS**

4a. Review List of Election Inspectors

MOTION by Peet, seconded by Carrier:

RESOLVED: To approve the list of election inspectors, chairpersons, absentee voter counting board inspectors, early voting inspectors, early voting receiving board members and regular receiving board members for the November 5, 2024 General Election pursuant to MCL 168.674(1) and to authorize the City Clerk to make revisions as needed.

VOTE: Yes: All

No: None MOTION CARRIED (3 - 0)

4b. Public Accuracy Test

The Election Commission conducted the Public Accuracy Test on Precinct Tabulators 3 and 5 and the Early Voting Tabulator in accordance with Michigan Election Law.

5. OTHER ITEMS

None

6. PUBLIC COMMENT

None

7. ADJOURNMENT

The meeting adjourned at 6:48 PM.

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7B
CITY CLERK'S OFFICE

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk

Submitted: September 26, 2024

Subject: Motion – To approve the 2025 City Council Meeting Schedule.

INTRODUCTION AND HISTORY

Every year, City Council approves the annual meeting schedule. The meetings are held on the first and third Monday of the month, except where there is a conflict with a holiday, in which case the meetings are held on the second and fourth Monday.

Section 4.14 of the City Charter requires City Council to meet twice each month. Only one regular meeting is scheduled in December due to the holidays. Per standard practice, a workshop will be held prior to the December meeting which will count as the second meeting for that month.

Attached is the proposed calendar for 2025. Please note that the meetings have been moved to the second and fourth Monday in the following months:

September Due to the Labor Day Holiday
 November Due to the City Election

City Council Members are able to amend any dates they wish, either now or during the year.

STAFF RECOMMENDATION

To approve the 2025 City Council Meeting Schedule as presented.

MOTION

Move to approve the 2025 City Council Meeting Schedule.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe

2025 Calendar - US

Downloaded from WinCalendar.com

Full-year calendar designed for printing on 1 page.

WinCalend	ar	Jar	nuary 2	025		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

WinCalenda	ar	Feb	ruary 2	2025		
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23	24	25	26	27	28	

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Date	Holiday
Jan 1	New Year's Day
Jan 20	Martin Luther King
Feb 22	Washington's Birt
May 26	Memorial Day
Jun 19	Juneteenth
Jul 4	Indep. Day
Sep 1	Labor Day
Oct 13	Columbus Day
Nov 11	Veterans Day
Nov 27	Thanksgiving Day
Dec 25	Christmas

(April 18 Good Friday)

WinCalenda	ar	Α	pril 202	25		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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6	7	8	9	10	11	12
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WinCalenda	ar	N	lay 202	25		
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

WinCalenda	ar	Jı	une 202	25		
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

City Council Meeting
Election Day
City Hall Closed

WinCalenda	ar	J	uly 202	25		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

WinCalenda	ar	Au	gust 20	025		
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

WinCalenda	ar	Sept	ember	2025		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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21	22	23	24	25	26	27
28	29	30				

WinCalendar December 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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21	22	23	24	25	26	27
28	29	30	31			

WinCalendar October 2025										
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19	20	21	22	23	24	25				
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WinCalendar November 2025										
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MEETING DATE: October 7, 2024

AGENDA ITEM NO 7C

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties

Submitted: September 28, 2024

Subject: Motion – To award a bid for the 2024 Fall Tree Planting Program

INTRODUCTION AND HISTORY

The Department of Public Works Forestry Division plays a crucial role in maintaining and enhancing Auburn Hills' urban forest. Our division is committed to achieving a net-zero tree balance, thus ensuring sustainable growth of our urban canopy. In 2024, we have already made significant strides towards this goal. Specifically, while we've had to remove 132 trees due to various reasons such as disease, damage, or safety concerns, we've also planted 62 new trees throughout the city. This balance demonstrates our commitment to replacing removed trees and working towards a positive net growth. Our proactive tree maintenance program has also been particularly active, with over 1,000 tree trimmings performed this year, thereby helping to ensure the health and longevity of our existing tree population.

To further advance our net-zero goal, the Department of Public Works posted an invitation to bid on August 27, 2024, for the planting of 141 trees throughout Auburn Hills. This initiative aims to replace the 132 trees removed earlier this year and contribute to our overall canopy growth objectives. Four contractors submitted sealed bids, which were opened at the office of the City Clerk on September 10, 2024.

After careful consideration of the submitted bids, city staff recommend awarding the tree planting contract to Green Meadows Lawnscape, despite their bid not being the lowest. While KLM Landscape submitted the lowest bid at \$64,995, there are significant concerns about the feasibility of executing the project at this price point. The drastic difference between KLM's bid and the next lowest raises red flags about their ability to provide quality trees, proper planting techniques, and the required one-year warranty and watering services. Additionally, we have had negative experiences with KLM on previous projects, which further diminishes confidence in their ability to successfully complete this important initiative.

In contrast, Green Meadows Lawnscape initially submitted a bid of \$111,163, which, while more realistic, exceeded our planned budget. Committed to our goal of achieving a net positive balance between tree plantings and removals, we sought an alternative that would allow us to maintain the planned number of trees while staying within budget constraints. We approached Green Meadows to provide a quote for 2.5" caliper trees instead of the originally specified 3" caliper, recognizing that the long-term difference in growth is minimal. In response, Green Meadows offered an alternate quote of \$86,768, which significantly reduces costs while still meeting our project requirements. This adjusted proposal not only aligns better with our budgetary planning but also maintains our commitment to expanding our urban forest. Green Meadows has a proven track record of successful collaboration with our city on various landscape projects, including our annual mowing contract. Their familiarity with our city's needs, combined with their demonstrated reliability and quality of work, makes them a more suitable choice for this important project. This revised recommendation now aligns more closely with our 2024 budget, utilizing funds designated within the Tree Fund and Parks and Grounds allocation.

COMPANY NAME	ADDRESS	Total
KLM Landscape	70570 Powell, Armada, MI 48005	\$64,995
Green Meadows Lawnscape	2359 Avon Industrial Dr., Rochester Hills, MI 48309	\$111,163
D&E Landscaping & Grading Inc	69620 Lowe Plank Rd., Richmond, MI 48062	\$145,651
Timberland Landscape	2005 Pontiac Rd., Suite D, Auburn Hills	\$169,200

STAFF RECOMMENDATION

Staff recommends approval of the bid award for the 2024 Fall Tree Planting Program to Green Meadows Lawnscape in the not to exceed amount of \$86,768 with funds to be paid from the Tree Fund, Parks, and Grounds budgets. This project includes the planting of 141 trees throughout the City of Auburn Hills, a one-year warranty and watering services.

MOTION

Move to award the bid for the 2024 Fall Tree Planting program to Green Meadows Lawnscape for the not to exceed amount of \$86,768.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe



IMPORTANT DATES

Bid Posting

Bid Opening

Pre-Bid Meeting

08/27/24 FRI

09/06/24 FRI

09/10/24 TUE

BID ID:

09-10-2024-001

BID NAME:

2024 Fall Tree Planting

ITEM:

Furnishing and Planting 141 Trees

DUE DATE:

Wednesday, September 10, 2024 at 10:00 AM

The City of Auburn Hills is seeking bids from highly qualified contractors for the furnishing and planting of 141 ball and burlap trees within the City of Auburn Hills.

Bids will be accepted by the City Clerk until <u>Tuesday</u>, <u>September 10</u>, <u>2024 at 10:00 AM</u>. Bids will be opened at that time in the front lobby of the City Clerk at 1827 N. Squirrel.

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED**. Bids are considered received when received and date stamped by the office of the City Clerk.

PREPARATION OF BID

- There will be an **OPTIONAL PRE-BID MEETING on Friday, September 6, 2024 at 10:00 AM.** Bidders will meet at the Department of Public Works, 1500 Brown Road Auburn Hills, MI.
- Each bidder shall furnish all information required on the bid form. Erasures or other changes must be initialed by the person signing the bid form.
- If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Tim Wisser by email/phone at twisser@auburnhills.org / 248-364-6901.

SUBMISSION OF BIDS

• All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Bidder's Name Bidder's Address Bid Number Bid Item (Name of Bid)

Failure to do so may result in a premature opening of or failure to open such proposal. All bids must be hand delivered or mailed to:

Auburn Hills City Clerk's Office 1827 N. Squirrel Road Auburn Hills, MI 48326

 Bidders are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected. • Any bid may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or cancelled for a period of one hundred and eighty (180) days after said closing time.

The expectation is that the bid winner will furnish all materials and perform all the labor necessary for completion of the project.

Copies of the Bid can be obtained from the Auburn Hills website:

www.auburnhills.org/bidopportunities

The City reserves the right to reject any or all bids or waive any irregularities which it deems in the best interest of the City.

In case of a discrepancy in computing the amount of the bid, the unit price bid will govern.

The bidding contractor is responsible for all costs associated with the research and preparation of their bidding document.

Preparation of Proposal:

Qualified companies are invited to deliver proposals in accordance with the scope of work and specifications.

Contract Award:

The City of Auburn Hills reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in any proposal or the bid process. The competency and responsibility of all bidders shall be taken into consideration in the award of the contract for this work. If bidders are unknown to the City of Auburn Hills, or their competency questioned, it shall be understood that they will, upon request, file with the City of Auburn Hills reliable data and references for investigation. The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The City reserves the right to award the contract to the bidder offering the best value, but not necessarily to the one submitting the lowest price. City may award fewer than the indicated bid items and may award them in any combination deemed in the best interest of the City.

Scope of Services:

The City of Auburn Hills is soliciting bids from qualified and experienced vendors for the comprehensive installation of one hundred and forty-one (141) balled and burlap (B&B) trees of various species. These trees are to be planted and mulched across diverse locations within the City's Municipal Grounds and Right-of-Ways, as indicated in the accompanying site maps. This project demands a holistic approach, encompassing all aspects of urban forestry best practices.

The scope of work is extensive and includes, but is not limited to:

- 1. Procurement and delivery of specified tree species
- 2. Site preparation
- 3. Excavation of planting holes to appropriate depths and widths
- 4. Proper handling and placement of trees to ensure optimal growth
- 5. Backfilling with suitable soil mix
- 6. Initial deep watering and installation of watering bags
- 7. Application of mulch to specified depth and diameter
- 8. Installation of any required tree stakes, guys, or protective materials
- 9. Post-planting care for a specified period
- 10. The Contractor shall provide a **one-year warranty**, commencing from the date of final project completion, covering all materials and labor, including the replacement of any trees that die or fail to thrive during the warranty period at no additional cost to the City.

The selected contractor shall assume full responsibility for all aspects of the tree planting project from start to finish, including post-planting care. This encompasses providing all necessary labor, materials, equipment, and services for the successful furnishing, delivery, and installation of trees, as well as removing tree stakes after the first year. While the bid packet strives to be comprehensive, the contractor is expected to leverage their expertise to identify and address any additional needs or unforeseen circumstances that may arise. The contractor should be prepared to supply and utilize all appropriate tools, vehicles, and safety gear, including any specialized equipment required for larger specimens. Their commitment to the project extends beyond mere compliance with stated requirements, as they are expected to proactively manage all aspects of the tree planting initiative, drawing upon their professional experience to ensure its success.

Additionally, the contractor shall be responsible for:

- 1. Coordinating with city officials and other relevant stakeholders
- 2. Implementing appropriate safety measures to protect workers and the public
- 3. Providing a detailed work schedule and adhering to agreed-upon timelines
- 4. Maintaining accurate records of all plantings, including species, location, and date of installation
- 5. Conducting regular site inspections during the warranty period
- 6. Promptly addressing any issues or tree failures identified during the warranty period

Delivery, Storage, and Planting:

The success of this tree planting project hinges on conducting operations when weather and soil conditions are optimal, in accordance with locally accepted arboricultural practices. To ensure the best possible outcomes, planting shall be performed within a specific window and under favorable environmental conditions.

The designated planting period for both deciduous and evergreen trees and shrubs extends from September 1, 2024, to November 30, 2024. This autumn timeframe has been carefully selected to allow newly planted trees to establish root systems before the onset of winter dormancy and subsequent spring growth. However, it's crucial to note that planting operations must be suspended during periods of extreme weather. This includes, but is not limited to, times of freezing temperatures, excessive heat, high winds, heavy precipitation, or when soil conditions are frozen or waterlogged.

The City of Auburn Hills emphasizes the importance of timely project completion. All elements of the planting initiative, including planting, mulching, staking, initial maintenance, and invoicing, must be fully executed by December 15, 2024. This firm deadline ensures proper accounting and fiscal year closure.

To facilitate smooth project execution, the City will collaborate with the selected contractor to establish a mutually agreeable timetable. This approach allows for a realistic schedule that accounts for potential weather-related delays while maintaining necessary flexibility. Vendors are required to include in their proposal an anticipated timeframe covering key project phases such as site preparation, tree delivery, planting operations, and post-planting care.

Effective communication is crucial throughout the project. The contractor must notify the city in writing within 72 hours of becoming aware of any conditions that may necessitate changes to the agreed-upon timetable. This prompt communication enables timely adjustments to the project schedule and resource allocation, ensuring the project remains on track despite unforeseen challenges.

The City expects the contractor to proactively manage the project timeline, anticipating potential issues and proposing solutions to keep the work progressing efficiently. Regular progress updates will be required, with the frequency to be determined in the final contract. Quality control is a critical aspect of this project. All plant materials must be made available for inspection by the City's representative prior to planting. This may occur at the nursery source, a designated holding area, or on-site, as agreed upon with the City's representative. The contractor is responsible for managing the on-site presence of trees effectively. This includes delivering only the number of trees that can be planted within a 48-hour period or that can be adequately stored on-site. Proper care must be taken to protect delivered trees from environmental stressors such as sun, wind, freezing, or extreme heat, and to ensure adequate watering while awaiting planting.

In cases where site constraints or logistical considerations necessitate it, the contractor shall establish a suitable remote staging area for trees and other planting supplies. This area must be secure, provide conditions that maintain tree health, and be easily accessible for efficient transport to planting sites. The duration, method, and location of any temporary tree storage must receive approval from the Owner's Representative or Contractor to ensure optimal care of the plant material prior to installation.

By adhering to these guidelines, the City of Auburn Hills aims to maximize the success of the 2024 tree planting initiative. This careful planning and execution will ensure that all planted trees have the best possible start in their new urban environment, contributing to the long-term environmental and aesthetic benefits for the community.

Site Conditions:

The Contractor bears primary responsibility for assessing and managing site conditions crucial to the success of this tree planting project. A thorough evaluation of both surface and subsurface conditions is required before work begins. Any circumstances that could negatively impact tree health must be reported in writing to the Owner's Representative promptly. Work should not proceed until any identified issues have been satisfactorily addressed.

The Contractor is expected to be familiar with local growing conditions in Auburn Hills. Any potential conflicts between specified tree species and local environmental factors should be reported in writing to the Owner's Representative.

Planting around Utilities:

Contractor shall carefully examine the civil record, and survey drawings to become familiar with the existing underground conditions before digging. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavation as required. Notification of *MISS DIG 811* is required for all planting areas. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the Local Utility Locator Service.

Tree Substitutions:

In cases where specified tree species or sizes are unavailable, the Contractor may propose substitutions, but must follow a strict protocol. All substitution requests must be submitted in writing to the Owner's Representative for approval before any purchases are made. These requests should demonstrate the Contractor's thorough efforts to source the original trees, including a list of nurseries contacted and other attempts to locate the specified material. The Contractor must also provide detailed information about proposed alternatives, which may include trees of different sizes, shapes, or cultivars within the same genus and species. This information should explain how potential substitutes differ from the original specifications and why they might be suitable alternatives. The Owner's Representative will carefully review all requests and approve or reject in writing.

Trees:

All trees provided must match the quantity, size, genus, species, and variety or cultivars specified in the contract documents. Tree specifications, including root ball dimensions and trunk caliper ratios, shall adhere to the latest edition of ANSI Z60.1 "American Standard for Nursery Stock," unless otherwise stated in this document. In case of conflicts, this specification takes precedence over ANSI Z60.1. The Owner's Representative may accept larger plants without increasing the contract price, provided the root ball can fit the designated planting space. When a size range is specified, no plant shall be smaller than the minimum, and at least 50% must meet the maximum size. All measurements apply after any required pruning. Each tree must be correctly identified and labeled by genus, species, variety, and cultivar, either individually or in groups. All trees must comply with federal and state regulations regarding plant diseases, pests, and weeds, with required observation certificates accompanying each shipment.

Tree Quality:

All trees must exhibit health and vigor characteristic of their species, with normal color, shape, and distribution of trunk, stems, branches, buds, and leaves. The following quality standards apply:

Crown: The tree's crown should be typical for a young specimen of its species or cultivar, with a central and dominant leader. Exceptions include specially trained trees (e.g., topiary, espalier, multi-stem).

Foliage: Leaves should be appropriate in size, color, and appearance for the species and growth stage, without signs of prolonged stress or overwatering.

Branches: Branch growth should be appropriate for the tree's age and size. Main branches should be well-distributed along the central leader, forming a balanced crown. Branch diameter should not exceed two-thirds (preferably one-half) of the central leader's diameter at the union. Large branches must be free of included bark.

Trunk: The trunk should be straight, vertical, and free of significant wounds, sunburn, fungal growth, insect damage, or mechanical injuries.

Root System: Roots should be healthy and free from significant damage. At least three structural roots should be evenly distributed around the trunk. The root collar should be within the top 2 inches of soil. Trees with J-roots or significant girdling roots will be rejected.

Grafted trees must show complete union without signs of rejection, visible above the soil line.

The trunk's caliper and taper should allow the lower five feet to remain vertical without staking. An auxiliary stake may be used for the upper half if necessary.

These standards apply to the entire tree, both above and below the soil line. Any deviations from these quality requirements must be approved by the Owner's Representative.

Ball and Burlap:

All ball and burlap trees for this project must be field grown, with root balls securely packaged in burlap and twine or burlap and wire basket. Prior to digging, the root collar and structural roots should be carefully exposed using hand tools, water, or an air spade, with any stem girdling roots above the collar removed without damaging the root collar surface or structural roots. Trees should be harvested between 4 and 52 weeks before shipping to ensure they are properly "hardened-off." During this period, trees must be protected from environmental extremes, and root ball moisture should be maintained at an appropriate level. If wire baskets are used, they should be "low profile," with the highest loops situated 4-8 inches below the root ball shoulder, though full-support baskets are acceptable in sandy soil conditions. Only natural, biodegradable materials should be used for twine and burlap wrapping. In cases where the original burlap decomposes before shipping, the root ball must be re-wrapped to maintain its integrity during transport. Adherence to these specifications will help ensure the health and stability of the trees throughout the transplanting process, thereby promoting successful establishment in their new locations within the City of Auburn Hills.

Mulch:

For this tree planting project, "Walk on" grade mulch derived from coarse, ground tree and woody brush sources shall be used. The mulch composition should include no more than 25% of fine particles measuring 3/8 inch or less, with the largest pieces (up to 20% of volume) ranging from 1/2" to 1" in diameter and 1" to 4" in length. Any pieces exceeding 4 inches in length that are visible after installation must be removed. While it's recognized that mulch quality can vary among suppliers and regions, these specifications serve as a baseline. The Owner's Representative may approve modifications to these requirements to accommodate locally sourced materials from reliable suppliers, ensuring the mulch used is of appropriate quality and consistency for the project's needs.

Tree Staking and Guying Material:

For securing newly planted trees, use flat woven polypropylene material that is 3/4 inch wide with a 900 lb. break strength. The guying material should be green in color, such as ArborTie manufactured by Deep Root Partners, L.P., or an approved equivalent product. For staking, use lodge pole stakes that are free of knots. The diameter and length of these stakes should be appropriate to the size of the tree, ensuring adequate support. Contractors must select stakes that are sufficiently sturdy to properly anchor the tree while allowing for some flexibility to promote strong root development and trunk growth.

Watering Bags:

Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours.

Coordination With Project Work:

The Contractor shall coordinate with all other work that may impact the completion of the work. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered. Relative positions of all trees are subject to approval of the Owner's Representative. Place trees above surface at planting location or place a labeled stake at planting location. Secure the Owner's Representative's acceptance before digging and start of planting work.

Clean-Up:

During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to tree rings and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site. Remove and dispose of all excess planting soil, subsoil, mulch, packaging, and other material brought to the site by the Contractor. The City inspector or assigned representative will determine if work sites are clean.

Planting Locations:

Unless otherwise directed, all planting locations will be selected by the City Arborist. Locations will be marked with stakes, flags, paint, or identified on prints. No trees shall be planted within 15 lateral feet of overhead utility wires; no tree shall be planted within 10 ft. of fire hydrants, driveways, or streetlights. No trees shall be planted closer than 6 ft. from back of curb unless approved by the City Arborist.

General Requirements:

- 1. Planting crews must be trained and supervised by a foreman with a minimum of 5 years experience.
- 2. Licensed applicators required for all chemical and fertilizer applications
- 3. Comply with all local, state, and federal regulations for chemical use
- 4. Maintain safe work environment; avoid creating tripping hazards with equipment
- 5. Use appropriate safety barriers and procedures to protect site visitors
- 6. Workers must wear task-appropriate safety equipment and apparel
- 7. No on-site equipment storage when not in use without written authorization
- 8. No parking of maintenance vehicles on walks or lawn areas without written permission

Warranty:

1. The Contractor guarantees that all planted trees will remain alive and in healthy, vigorous condition for **one full year** after the date of final project completion.

- 2. Tree Survival: The contractor guarantees a 100% survival rate of all planted trees for the duration of the warranty period. Any trees that become deceased, diseased, or unsightly during this period shall be promptly replaced at no additional cost to the City.
- 3. Workmanship: All services and work performed under this agreement shall be free from defects in craftsmanship. Any issues arising from improper planting techniques or inadequate initial care shall be rectified by the contractor.
- 4. Materials: All materials supplied, including but not limited to trees, stakes, ties, and mulch, shall be free from defects at the time of installation.
- 5. Timeliness of Corrections: The contractor agrees to address any issues identified by the City within 14 days of notification during the growing season, or at the earliest appropriate time as determined by the City's arborist during the dormant season.
- 6. Replacement Specifications: Any replacement trees shall meet or exceed the specifications of the original plantings and shall be warranted for an additional 1-year period from the date of replacement.
- 7. Final Inspection: A joint inspection by the contractor and City representatives will be conducted at the end of the warranty period to ensure all trees meet the City's standards.

Payment

- 1. Progress Payments: 70% of the contract total will be paid in installments based on the percentage of work completed. These payments will be made monthly upon submission and approval of progress reports and invoices.
- 2. Substantial Completion Payment: 20% of the contract total will be paid upon substantial completion of planting, initial acceptance of project and materials by the City's representative, and submission of all required documentation.
- 3. Retainage Release: The final 10% of the contract will be retained and paid in full paid after the first year, following a satisfactory inspection and any necessary replacements of dead or rejected plant material.

Minimum Qualifications:

Bidders will be rejected and deemed non-responsive if they do not meet the following qualifications:

• The bidder must provide three business references where similar contracted services have been completed within the past year.

Insurance Requirements for Work on/or Within City Property/Facilities:

Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:

\$2,000,000 each occurrence

\$4,000,000 general and products-completed operations aggregates

- III. Personal Injury \$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile

- II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded III. Limits of Liability: \$2,000,000 combined single limit
- c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in (a) and (b) above.
- d. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.
- e. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

Owner's and Contractor's Protective Liability

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be in an insurance company acceptable to the City of Auburn Hills.

Workers Compensation

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$100,000 E.L. each accident
- \$100,000 E.L. each disease each employee
- \$500,000 E.L. Disease Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company acceptable to the City of Auburn Hills.

Certificate of Insurance

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

CITY OF AUBURN HILLS HOLD HARMLESS AGREEMENT

As required for approval of the 2024 Fall Tree Planting
(Activity)
Green Meadows Lawnscape, Inc. herein after referred to as Green Meadows Lawnscape, Inc.
Name of Company Abbreviated Name Form
agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and
appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities,
including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority
and the Downtown Development Authority, and their officers, employees, representatives and volunteers from
any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs,
incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or
omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in
connection with the Activity.
In addition, Green Meadows Lawnscape, Inc. agrees to furnish an ACORD certificate of insurance
(Abbreviated Name Form)
as required by the City of Auburn Hills with the description of the ACORD form to read as follows: It is
understood and agreed that the following shall be additional insured: The City of Auburn Hills,
including all elected and appointed officials, all employees, representatives and volunteers, all boards,
commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority,
Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees,
representatives and volunteers. The coverage shall be primary to the additional insured and not contributing
with any other insurance or similar protection available to the additional insured. This shall not apply to
the contractor's required worker's compensation/employer's liability.
Name of Company Witnesses
Green Meadows Lawnscape, Inc. (Mna (allown
By The Deller By Deller
Dated 9/10/2024

Bidders shall provide a written response to the following questions and submit as part of the bid. The Bidders question responses shall follow the same order as listed below.

1. Executive Summary:

a. Provide an executive summary, not to exceed two (2) pages in length providing an overview of your bid and any information the Bidder wishes to bring to the attention of Auburn Hills.

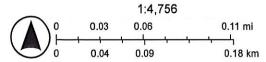
2. Company Questions:

- b. How long has your organization provided these services?
- c. The bidder must provide three business references where similar contracted services have been completed within the past year.
- d. Describe the financial soundness of your organization. Include any reports that demonstrate your firm's strength.
- e. Identify any litigation your firm is currently involved in or has settled/resolved over the last year.
- f. Provide a statement on current workload and status.

Species	Common Name	Substitution	Cal/Size	Quantity	Price Per	Total
Picea mariana	Black Spruce		8'	3	\$ 871.00	\$ 2,613.00
Juglans nigra	Black Walnut	4" Caliper	3"	2	\$ 745.00	\$ 1,490.00
Pyrus calleryana	Bradford pear	Cleveland	3"	3	\$ 511.00	\$ 1,533.00
Acer rubrum	Columnar Maple		3"	38	\$ 771.00	\$ 29,298.00
Abies concolor	Concolor Fir		8'	23	\$1,091.00	\$ 25,093.00
Malus	Crab apple	Coral Burst	3"	14	\$ 449.00	\$ 6,286.00
Acer rubrum	Crimson maple		3"	5	\$ 771.00	\$ 3,855.00
letasequoia glyptostroboides	Dawn Redwood	3 1/2 Caliper	3"	3	\$ 951.00	\$ 2,853.00
Ginkgo biloba	Gingko	Princeton Sentry	3"	1	\$ 915.00	\$ 915.00
eltis occidentalis	Hackberry		3"	3	\$ 691.00	\$ 2,073.00
Gleditsia triacanthos	Honey Locust	Sunburst	3"	2	\$ 701.00	\$ 1,402.00
Carpinus betulus	Hornbeam		3"	2	\$ 629.00	\$ 1,258.00
Platanus × acerifolia	London Plane		3"	2	\$ 705.00	\$ 1,410.00
Acer platanoides	Norway Maple		3"	2	\$ 862.00	\$ 1,724.00
Acer rubrum	Red Maple		 3"	20	\$ 771.00	\$ 15,420.00
Pinus resinosa	Red Pine		3"	1	\$ 859.00	\$ 859.00
Betula nigra	River Birch	18" Multi Stem	 3"	1	\$ 761.00	\$ 761.00
Tilia tomentosa	Silver Linden	Redmond	3"	8	\$ 775.00	\$ 6,200.00
Quercus bicolor	Swamp Oak	A	 3"	3	\$ 755.00	\$ 2,265.00
Liquidambar styraciflua	Sweet gum		3"	5	\$ 771.00	\$ 3,855.00
					Grand Total	\$ 111,163.00

Trees 1



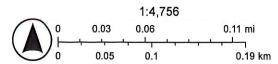


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Trees 2



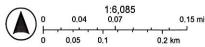
8/27/2024



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Trees 3

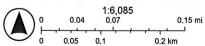




Esri Community Maps Contributors, Province of Ontario, Oakland County

Trees 4

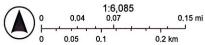




Esri Community Maps Contributors, Province of Ontario, Oakland County

Trees 5

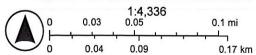




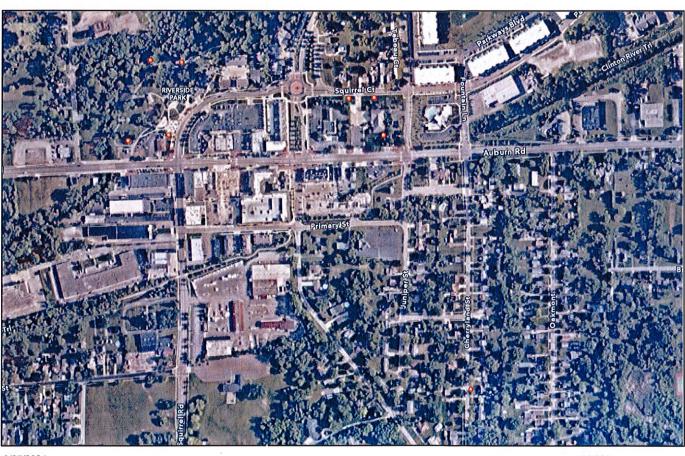
Esri Community Maps Contributors, Province of Ontario, Oakland County
Michigan SEMCOG © OpenStreetMap Microsoft Esri TomTom Garmin

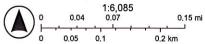
Trees 6





Trees 7

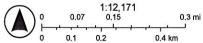




Esri Community Maps Contributors, Province of Ontario, Oakland County Michigan, SEMCOG. OpenStreetMap, Microsoft, Esri, TomTom, Garmin

Trees 8





Esri Community Maps Contributors, Province of Ontario, Oakland Count Michigan, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc. MET



Respectfully submitted	by,					
Company:	Green Meadows Law	nscape				
Address:	2359 Avon Industrial I	Dr, Rochester Hills, MI 48309				
Telephone:	(586)254-7775	Fax:	(586)254-7785			
Email:	greenmeadowslawns	cape@yahoo.co	m			
The	DeClev	Pre	sident			
Authorized Si	gnature	Title				
Thomas D. DeCl	erck	9/10/2024				
Printed Name	!	Date				
Approval of Co	ntract					
Yaves !	Dhyw	Accoun	t Manager			
City Representat	ive	Т	itle			
Patrick O'Rega	n	9/10)/2024			
Printed Name		Date				

Questions

- 1A. See attached About Us.
- 2B. Since 1990.
- 2C. See attached.
- 2D. We have good relationships with our vendors and money in the bank to purchase all the trees necessary.

r mascall

2E. None

2.1

2F. We have 120 workers and can handle the job immediately.



ABOUT US:

Founded in 1990, Green Meadows Lawnscape, Inc. is a Michigan based lawn care company servicing the Metropolitan Detroit area. From a one person operation, Green Meadows has blossomed into a multifaceted full service landscaping company. Green Meadows prides itself on offering quality and environmentally responsible services. Here at Green Meadows, we believe in providing superior products and personalized service for all of our clients. Our professional, courteous, and friendly staff is here to work with you for all your landscaping and grounds maintenance needs.

The owners of Green Meadows Lawnscape, Inc. are involved in the planning and completion of all our work. Our goal is to earn your business based on the VALUE AND QUALITY OF OUR SERVICE. With us, you'll get your money's worth and then some. We stand behind our work and offer 100% customer satisfaction while striving to build our business one referral at a time.

Education, training, knowledge, and experience go a long way towards customer satisfaction and retention. Our staff attends several seminars each year in order to learn the newest and most advanced methods available in grounds maintenance and landscaping. As your full service landscape provider, quality service and customer satisfaction are and will remain our number one focus year round.

Green Meadows is fully licensed and insured so you can rest at ease knowing that we have your best interests in mind with every job performed.

Green Meadows Lawnscape, Inc. 2359 Avon Industrial Drive Rochester Hills, MI 48309

> 586-254-7775 FAX 586-254-7785



Reference List

Avesta Management 31355 W 13 Mile Road Farmington Hills, MI 48334 Donna Puente – 248/855-5665 Charter Township of Waterford 5200 Civic Center Drive Waterford, MI 48239 Justin Westlake – 248/618-7462

City of Sterling Heights 40555 Utica Road Sterling Heights, MI 48311 Richard Waters - 586/446-2442

Princeton Management Shelby Oaks Apartments 45725 Utica Green West Shelby Township, MI 48317 Andrea Schutt – 586/739-5610

MJC Companies
Ashford Crossing
48377 Commonview
Shelby Township, MI 48317
Kevin Moosekian – 586/747-6042

Troy School District 1140 Rankin Troy, MI 48083 Larry Franckowiak – 248/823-4074

Species	Common Name	Substitution	Cal/Size	Quantity	Price Per	Total
Picea mariana	Black Spruce	7'	8'	3	\$ 741.00	\$ 2,223.00
Juglans nigra	Black Walnut	15 Gallon		2	\$ 461.00	\$ 922.00
Pyrus calleryana	Bradford pear	2 1/2"	_ 3"	3	\$ 449.00	\$ 1,347.00
Acer rubrum	Columnar Maple	2 1/2"	 3"	38	\$ 645.00	\$ 24,510.00
Abies concolor	Concolor Fir	6'	 8'	23	\$ 703.00	\$ 16,169.00
Malus	Crab apple	2" Coral Burst	 3"	14	\$ 381.00	\$ 5,334.00
Acer rubrum	Crimson maple	2 1/2"	 3"	5	\$ 449.00	\$ 2,245.00
Metasequoia glyptostroboides	Dawn Redwood	2"	 3"	3	\$ 649.00	\$ 1,947.00
Ginkgo biloba	Gingko	2 1/2" Mayger	3"	1	\$ 823.00	\$ 823.00
eltis occidentalis	Hackberry	2 1/2"	3"	3	\$ 645.00	\$ 1,935.00
Gleditsia triacanthos	Honey Locust	2 1/2" Sunburst	3"	2	\$ 701.00	\$ 1,402.00
Carpinus betulus	Hornbeam	2 1/2"	3"	2	\$ 527.00	\$ 1,054.00
Platanus × acerifolia	London Plane	2 1/2"	3"	2	\$ 587.00	\$ 1,174.00
Acer platanoides	Norway Maple	2 1/2"	3"	2	\$ 641.00	\$ 1,282.00
Acer rubrum	Red Maple	2 1/2"	3"	20	\$ 641.00	\$ 12,820.00
Pinus resinosa	Red Pine	6'	3"	1	\$ 560.00	\$ 560.00
Betula nigra	River Birch	8'	3"	1	\$ 421.00	\$ 421.00
Tilia tomentosa	Silver Linden	2 1/2"	3"	8	\$ 657.00	\$ 5,256.00
Quercus bicolor	Swamp Oak	2 1/2" Rubra	3"	3	\$ 573.00	\$ 1,719.00
	Sweet gum	2 1/2"	_ 3"	5	\$ 725.00	\$ 3,625.00



MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7D

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties

Submitted: September 28, 2024

Subject: Motion – To award a one-year extension for the household hazardous waste collection

and disposal services.

INTRODUCTION AND HISTORY

The City of Auburn Hills demonstrates its commitment to environmental stewardship and public safety through its annual Household Hazardous Waste (HHW) Collection Day. This essential service, held at the Department of Public Works on Brown Road typically on the second Saturday in May, provides residents a safe way to dispose of potentially harmful household products. Residents can properly discard items such as paints, cleaners, oils, batteries, pesticides, and electronics, preventing environmental contamination and promoting responsible waste management practices.

Our current agreement with ERG Environmental Services originated from an invitation to bid posted on October 11, 2022, for a one-year contract with the option for two one-year extensions. ERG Environmental Services was the low bidder and has since successfully performed household hazardous waste collection and disposal services for the city. This request is for the second and final one-year extension allowed under the original agreement. ERG Environmental Services has agreed to this extension and has consistently demonstrated their value as a partner, providing excellent service to both the city and its residents.

The most recent event, held on May 11, 2024, was highly successful, with residents dropping off over 23,000 pounds of hazardous materials. These items included a wide range of products such as paints, cleaners, oils, batteries, pesticides, electronics, and mercury devices. By offering this service, Auburn Hills prevents environmental contamination, facilitates responsible recycling, and increases public awareness about proper handling of hazardous household products. The event's success underscores its continued importance and highlights strong community engagement in this vital environmental initiative.

STAFF RECOMMENDATION

Staff recommends the award of a one-year professional services agreement extension to ERG Environmental Services for the projected amount of \$29,684 for household hazardous waste collection and disposal. Funding for these services have been included in the proposed 2025 budget from account # 227-526-802.002.

MOTION

Move to award a one-year professional services agreement extension for annual collection and disposal of household hazardous waste for the City of Auburn Hills to ERG Environmental Services for the projected amount of \$29,684.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe

BID ITEM: Household Hazardous Waste

BID OPENING DATE: October 11, 2022

BID OPENING TIME: 1PM

ATTENDED BY: Baldante, Klassen



COMPANY NAME	ADDRESS	lammable iquids	Aerosol Cans	Pesticide Liquid	Desticide Solid	Corrosive Liquid	INION-REGILIZATED	Batteries, Household	Wet Lead - Acid Batteries	Propane
CleanHarbors	42 Longwater Dr, Norwell, MA 02061	\$0.53	\$1.48	\$1.95	\$1.95	\$1.88	\$1.82	\$1.44	\$0.80	\$15.48
ERG Environmental Services	13040 Merriman Rd, Livonia, 48150	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	no charge	\$1.00



Mailboxes have been checked for bids that may have been mailed in

Mercury	Oxidizer	IH272rdniic/I2	Mobilization Fee (Travel, Set-up/Tear Down)	Personnel Cost	Able to Conduct on Second Saturday of May - Yes/No	Alternative 1 Paint in Can	Proposed Date- Alternative 2 - prescription meds	Proposed Date- Alternative 3 - lithium batteries	TOTAL
\$22.39	\$2.33	\$1.04	\$0.68	0.72	Υ	1.18	1.6	4.26	not provided
\$30.00	\$5.00	\$1.00	\$6000.00 (total)	\$5,000.00	Υ	-	-	-	not provided
-									



INVITATION TO BID

BID ID:

ITB-CAH-10-11-2022-001

BID NAME:

CITY OF AUBURN HILLS HOUSEHOLD HAZARDOUS WASTE DAY

ITEM:

HOUSEHOLD HAZARDOUS WASTE COLLECTION & DISPOSAL

DUE DATE:

October 11, 2022, 1PM EST

The City of Auburn Hills is seeking bids from qualified contractors for a one (1) year contract for the annual collection and disposal of household hazardous waste. This is a one day event, held on the second Saturday of May or similar, from 9AM-3PM. The event is held at the Auburn Hills Department of Public Works, located at 1500 Brown Road in Auburn Hills, Michigan. The event is for Auburn Hills residents only, as well as City staff.

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. No late bids will be accepted. Bids are considered received when received and date stamped by the Office of the City Clerk.

Any questions regarding this bid should be directed in writing via email to **Steve Baldante**, **Director-Department of Public Works at sbaldante@auburnhills.org**

Bid Submission Instructions:

- 1. Envelope sealed, clearly marked: City of Auburn Hills Household Hazardous Waste Day Sealed Bid along with Bid ID on the sealed envelope.
- 2. Must be received by City Clerk's Office, 1827 N. Squirrel Rd., Auburn Hills, MI 48326 no later than bid due date of October 11, 2022, 1PM EST.
- 3. Include a completed copy of the Bid Submission (final page of the bid document).

The City reserves the right to reject any or all bids or waive any irregularities which it deems in the best interest of the City.

The bidding contractor is responsible for all costs associated with the research and preparation of their bidding document.



SERVICE SPECIFICATIONS

The City of Auburn Hills is seeking bids from qualified contractors for a one (1) year contract for the annual collection and disposal of household hazardous waste. The contract will include the option for two (2) one (1) year renewals, which will require an agreement from both parties. The costs of services will remain fixed as provided in the Bid Tab, allowing only for an annual increase consistent with the Consumer Price Index, and as agreed upon by both parties prior to services being provided annually.

This is a one day event, held on the second Saturday of May or similar (must be a Saturday), from 9AM-3PM. The event is held at the Auburn Hills Department of Public Works, located at 1500 Brown Road in Auburn Hills, Michigan. The event is for Auburn Hills residents only, as well as City staff.

Department of Public Works staff will be present to monitor mobilization, as well as to greet and verify patrons are either Auburn Hills residents or City staff.

All waste collected must be removed from City property by the contractor on the same day that the event is hosted.

MINIMUM QUALIFICATIONS

Bidders will be rejected and deemed non-responsive if they, as a business, do not meet the following qualifications:

- The bidder and/or their subcontractors must be duly licensed by the appropriate authorities to provide the services required.
- The bidder must provide three business references where similar contracted services have been completed in the past year.

SELECTION CRITERIA

Bids will be evaluated and ranked. The bidder selected for the award will be chosen on the basis of the greatest benefit to the City, in the complete and sole discretion of the City. Factors which may be considered when evaluating bids are price, experience, and completeness of the bid.

The City's acceptance of a bid shall not constitute a formed contract, and the acceptance of a bid and award shall be contingent and conditioned upon the parties' entry into an agreement acceptable to the City.

CONTRACTORS USE OF SITE AND PREMISES

The contractor shall confine their equipment, apparatus, the storage of materials, and operations



of their employees to the limit indicated by law, ordinances, permits, or directions of the City and shall not unnecessarily encumber the premises with their materials or equipment. Contractor shall store their materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the progress of their work, the work of other contractors, or the operation of City business.

Contractor shall remove all rubbish and debris from City property and legally dispose of it. Upon completion of any work, the work areas shall be cleaned of all refuse caused by work performed under this agreement. The contractor shall not allow waste material, or rubbish, caused by their employees to accumulate in or about the premises, but shall have it promptly removed.

The contractor shall take all necessary measures to prevent damage to other areas of buildings, grounds, and utilities adjacent to their work. The contractor shall be responsible for damage to the City's premises that may be caused by their work. Should damage occur as a result of the contractor's work, the contractor is responsible for the repair and/or replacement of the damaged area at their own expense. Otherwise, the City shall repair and/or replace the damaged area and charge the contractor or deduct the amount from the contractor's payment.

All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all Michigan Occupational Safety Health Administration (MIOSHA) regulations.

Contractor is advised that their employees must act in a polite and professional manner at all times and refer any questions, complaints, or concerns received from the public to a representative of the City.

The City reserves the right to require the contractor to replace any employee the City deems to have performed in a non-professional, or discourteous manner toward the public or any City representative.

All employees of the awarded firm assigned to this project shall carry proper company identification, and if applicable, be dressed in a company uniform so as to present a professional appearance.

Use of tobacco products while providing services to the City is discouraged.

SPECIAL INCLUSIONS

Payments for service will be made in compliance with Michigan Legislature – Act 279 of 1984 unless otherwise agreed upon between the City and contractor.

Both parties agree that this agreement is not transferable or assignable. Direct employees of the



contractor shall perform all work. To ensure accountability, no subcontractors will be allowed without written permission by the City.

The City of Auburn Hills may terminate this agreement at any time by giving 30 days written notice.

INSURANCE REQUIREMENTS FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES

Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:
 \$2,000,000 each occurrence
 \$4,000,000 general and products-completed operations aggregates
 - III. Personal Injury \$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$2,000,000 combined single limit
- c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in (a) and (b) above.
- d. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the



additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.

e. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

Owner's and Contractor's Protective Liability

The contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be in an insurance company acceptable to the City of Auburn Hills.

Workers Compensation

The contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the contractor's property, or any property used in connection with the contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$100,000 E.L. each accident
- \$100,000 E.L. each disease each employee
- \$500,000 E.L. Disease Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company acceptable to the City of Auburn Hills.

Certificate of Insurance

The contractor agrees that they will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this agreement indicating that the insurance required herein has been issued and is in full force and effect.

Further, the contractor will provide updated certificates prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this agreement.



BID SUBMISSION

Metric (Pounds)	Cost Per Pound
	<u> </u>
	1
Yes/No (circle one)	

^{**}Please include the same as a separate attachment to the Bid Submission for any hazardous and non-hazardous materials not listed above but believed to be pertinent for bid consideration by the contractor. **



The undersigned does hereby submit a bid to the City of Auburn Hills for the above stated

services. Company: Address: Telephone: Email: **Authorized Signature** Title **Printed Name** Date **Approval** City Representative Title

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7E

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Jason Deman, Manager of Public Utilities

Submitted: October 1, 2024

Subject: Motion - To Approve a 3-Year Contract Extension for Cartegraph Asset Management

Software

INTRODUCTION AND HISTORY

The DPW is nearing the end of its 3rd full year of utilizing Cartegraph asset management software. After a bit of a slow start, the software is proving to be very useful and beginning to pay dividends. Slowly getting away from work orders on paper and being able to track time, vehicles, materials, etc. against jobs is very useful to management and the employees. We no longer need to physically write down all aspects of a job only to have it later handentered into a computer or spreadsheet. Employees now directly put details into the system via phone, tablet, or laptop, in which it is updated at time of entry.

Reports, graphs, costs, pictures, etc. can be created quickly from the entered data on the cloud, saving time calculating data or running formulas in excel. Getting information via these reports to the federal, state, or local agencies has been made easier via Cartegraph. Most of the work is also tracked against the assets of the City (water mains, sewer mains, manholes, etc.), so we can show that we are keeping up on required preventative maintenance of our system(s). Cartegraph also easily tracks metrics that can be used to make sure the City is competitive in completing jobs or programs in-house rather than sub-contracting the work. The system can also proactively warn us of upcoming work that needs to be completed, based on adjustable criteria that is set by users and management.

Even after 3 years, there are still parts of the program that have yet to be unlocked to their full potential, but we look forward to building on the momentum created so far. The DPW desires to continue to use this software for the next several years and beyond. As with most asset management programs, the benefits will start to show as the dataset continues to grow year by year. That should enable us to make better decisions on where to spend our infrastructure dollars, because it can be focused on specific areas or assets that are consuming resources. Although it is a pricey initiative, it will pay off for the City in the long run.

Cartegraph was acquired 1.5 years ago and brought under the wing of OpenGov, a cloud Government software company that has a suite of programs that governments can use to collect data, analyze data, and make decisions. So, when you see the OpenGov title and logo on the quote, that is why. The 3-year extension quote is attached to this memo as Attachment 1. The total per year for the software starts at \$30K in 2025, and then escalates by 5% each year thereafter.

STAFF RECOMMENDATION

Staff recommends approving a 3-year contract extension to retain the Cartegraph asset management software according to the details of the quote attached. All other terms and details of the agreement remain in effect from the original signed document in 2021. Sufficient budget has been set aside in the water and sewer fund(s) to cover this cost moving forward.

MOTION

Move to Approve the 3-year Contract Extension for Cartegraph Asset Management Software

ATTACHMENTS

Attachment 1 – OpenGov 3-year contract extension quote

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Tanghe



OpenGov Inc. 660 3rd Street, Suite 100 San Francisco, CA 94107 United States

Order Form Number: OG-00MI2406

7/9/2024 Created On: Order Form Expiration: 12/31/2024 1/1/2025 Subscription Start Date: Subscription End Date: 12/31/2027

Audrey Helle Prepared By: renewals@opengov.com Email:

Jason Deman

jdeman@auburnhills.org

Contract Term: 36 Months

Contact Name:

Customer Information
Customer: City of Auburn Hills, MI Bill To/Ship To: 1827 N Squirrel Rd

Auburn Hills, Michigan 48326

United States

Order Details

Billing Frequency: Annually in Advance Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
OMS Plus, OMS User (20 Users), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Water Distribution Domain, Transportation Domain, Walkability Domain	1/1/2025	12/31/2025	\$29,909.64
OMS Plus, OMS User (20 Users), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Water Distribution Domain, Transportation Domain, Walkability Domain	1/1/2026	12/31/2026	\$31,405.12
OMS Plus, OMS User (20 Users), Facilities Domain, Sanitary Sewer Domain, Stormwater Domain, Water Distribution Domain, Transportation Domain, Walkability Domain	1/1/2027	12/31/2027	\$32,975.38

Annual Subscription Total: See Service Terms

Serivce Terms

Service Date:	Amount:
January 1, 2025	\$29,909.64
January 1, 2026	\$31,405.12
January 1, 2027	\$32,975.38

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Auburn Hills, MI		OpenGov, Inc.
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:	<u>.</u>	Date:



MEETING DATE: October 7, 2024

AGENDA ITEM NO 7F

FINANCE

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Mallory Jones, Accounting Clerk

Submitted: October 2, 2024

Subject: Motion – To approve delinquent tax transfer to 2024 winter tax bills

INTRODUCTION AND HISTORY

Each year, delinquent accounts for Utility Billing, Community Development, Special Assessments Districts (SAD), and Priority Waste are transferred to their corresponding Winter Tax Bills.

Each department has prepared a list of parcels that are 90 days delinquent as of August 1, 2024. Community Development transfers everything over delinquent from the previous year. A file of all delinquent accounts, subject to be transferred to the Winter Tax Roll, was submitted and is available at the Treasurer's Office. A transfer fee of \$40.00 per account is included in the totals below:

Water/Sewer	\$328,263.05
Mowing	\$33,147.77
Priority	\$115,075.52
Atlantic SAD	\$13,763.99
Corporate SAD	\$220.00
Forester SAD	\$6,650.50
North Atlantic SAD	\$18,482.52
Total as of October 02, 2024	\$515,603.35

STAFF RECOMMENDATION

Staff recommends the approval to transfer the delinquent totals listed above to the 2024 Winter Tax Roll.

MOTION

Move to accept the transfer of the delinquent special assessments in the amount of \$515,603.35 for collection on the 2024 City of Auburn Hills Winter Tax Bills, in accordance with Ordinance #634 Resolution No. 74-108, 74-143, and MCL 211.44(3)(4) and (7).

I CONCUR:

.....

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7G
CITY CLERK'S OFFICE

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk

Submitted: October 2, 2024

Subject: Motion – To approve the Resolution for Charitable Gaming License

INTRODUCTION AND HISTORY

The South Oakland A's Baseball Organization is requesting recognition by the City as a nonprofit organization operating in the community for the purpose of obtaining a Charitable License to hold a raffle fundraiser. The State of Michigan requires approval from the local governing body of the City where the organization's permanent address is registered, 1147 Centre Rd, Auburn Hills, MI.

The South Oakland A's Baseball Organization has a training facility located at 1147 Centre Rd and supports the activities of around eighteen baseball teams each year, for ages 7 to 18 years old. The purpose of the raffle fundraiser is to support the developing needs of the organization, such as purchasing new equipment.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution recognizing the South Oakland A's Baseball Organization as a nonprofit organization for the purpose of obtaining a charitable gaming license.

MOTION

Move to approve the attached resolution recognizing South Oakland A's Baseball Organization as a nonprofit organization, operating in the community, for the purpose of obtaining a charitable gaming license.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL.432.103(K)(ii))

At a	meeting of the	TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
REGULAR OR SPECIAL		TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by		on
		DATE
at a.m./p.m.	the following resolution was o	offered:
TIME	3	
Moved by	and supported I	oy
that the request from	NAME OF ODOMIZATION	of
county of	, ask	ring that they be recognized as a
Coun	IY NAME	
nonprofit organization operating	in the community for the pur	pose of obtaining charitable
	12	
gaming licenses, be considered	for	•
APPROVA	L DISA	APPROVAL
Yeas:	Yeas:	
	Nays:	
Absent:	Absen	T
I hereby certify that the foregoin	g is a true and complete cop	y of a resolution offered and
adopted by the	at a	i
adopted by the	OR VILLAGE COUNCIL/BOARD	REGULAR OR SPECIAL
meeting held on		
	DATE	
SIGNED:		
	TOWNSHIP, CITY, OR VILLAGE CLERI	K
	PRINTED NAME AND TITLE	
	ADDRESS	

COMPLETION: Required,
PENALTY: Possible denial of application,

BSL-CG-1153(R6/09)

From: <u>City Clerk</u>
To: <u>Pierce, Laura</u>

Subject: FW: (EXTERNAL)South Oakland A"s Baseball Organization - Raffle Fundraiser Proposal

Date: Wednesday, October 2, 2024 3:57:36 PM

Attachments: SOA Raffle Comm Form.pdf

SOA Raffle Qualification Docs.pdf

image001.png

This is the information from the gentleman that would like the gaming license for his event.

Sincerely,

Kristine Klassen



Kristine Klassen, CMC, MiPMC II, MPA Deputy Clerk 1827 N. Squirrel Road | Auburn Hills, MI 48326 248-364-6815 Direct | kklassen@auburnhills.org www.auburnhills.org

From: Robert Borowski

 bborowski 1966@me.com>

Sent: Wednesday, October 2, 2024 2:53 PM

To: City Clerk <clerk@auburnhills.org>

Cc: Elichia Flores <eflores.gd@gmail.com>; Steve Flores <SOAcoachFlores@gmail.com> **Subject:** (EXTERNAL)South Oakland A's Baseball Organization - Raffle Fundraiser Proposal

You don't often get email from bborowski1966@me.com. Learn why this is important

Dear City of Auburn Hills:

According to the State of Michigan, we need to get the approval from the City of Auburn Hills for a Raffle Fundraiser - see attached documents.

South Oakland A's Baseball Organization

- we are a registered 501c3 charitable organization
- we have a training facility in Auburn Hills at 1147 Centre Road
- we support the activities of about (18) baseball teams each year
- the ages we serve range from 7 yrs old to 18 yrs old

Raffle Fundraiser

- we want to run a raffle fundraiser to support the developing needs of our organization
- new equipment(pitching machines, HitTrax, Rapsodo, Pocket Radar), etc. .

Attached is the form that we need processed at the local level to administer this fundraiser.

Please help me understand the next steps to get this processed properly.

Sincerely, Bob Borowski President South Oakland A's Baseball Organization (248)860-6405 mobile https://www.linkedin.com/in/robertborowski



State of Michigan Bureau of State Lottery 101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909 www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



September 10, 2024

Organization ID: 142586

Robert Borowski South Oakland A's Baseball 1147 Centre Rd Auburn Hills, MI 48326



Dear Robert Borowski:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

- A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
- 2. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
- 3. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
- 4. Proof of a current bank account in the name of the organization.
- 5. The complete filed copy of your Articles of Incorporation with the specific purpose clause of the organization.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 142586 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 7H

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Stephen Baldante, Director of Public Works

Submitted: October 2, 2024

Subject: Motion – To award a contract for asphalt pathway repairs throughout the City

INTRODUCTION AND HISTORY

The Department of Public Works has developed a comprehensive, long-term plan to address the deterioration of city pathways. This deterioration stems from various factors, including poor sub-base conditions, invasive tree roots, and harsh weather. Our assessment has identified several critical issues, such as cracked and uneven surfaces, potholes, eroded pathway edges, and improper drainage leading to water pooling. These problems not only affect general usability but also pose risks, particularly in low-light conditions or inclement weather. Moreover, they present substantial challenges for users with mobility impairments or visual disabilities, potentially limiting their access to public spaces. By addressing these issues, we aim to enhance the safety, accessibility, and overall quality of our city's pathway network for all residents and visitors.

The 2024 pathway improvement plan prioritizes areas south of Walton Boulevard. Looking ahead, we have allocated funds in our multi-year budget to extend this program to other areas of the city where pathway restoration is necessary. This phased approach ensures systematic improvement of our pathway network over the coming years.

The DPW located multiple pathway areas south of Walton Boulevard that needed immediate repairs. A competitive bid was held on October 2, 2024, and 3 bids were received for the project. The bid package instructed all bidders to follow MDOT 2020 Standard Specifications for shared use path installation which includes removal and replacement of 4" of asphalt and 4" of aggregate base. A map of the areas to be repaired is attached as Exhibit A. The low bidder for the 2024 Pathway Repairs project was Titan Pavement from Waterford for the total amount of \$118,125. The city has successfully worked with Titan Pavement in the past and feels very comfortable with their ability to complete the project. The work is expected to be completed by December 1, 2024.

STAFF RECOMMENDATION

Staff recommends awarding a contract to Titan Pavement for various asphalt pathway repairs throughout the city in the not-to-exceed amount of \$118,125. The funds for the project are budgeted in the Major Roads fund.

MOTION

Move to award a contract to Titan Pavement for asphalt pathway repairs in the not-to-exceed amount of \$118,125.

I CONCUR:

THOMAS A. TANGHE. CITY MANAGER

Thomas A. Taughe

BID ITEM: Pathway Paving Program

BID OPENING DATE: October 2, 2024

BID OPENING TIME: 10AM

ATTENDED BY: Baldante, Klassen



			Asphalt Path	
COMPANY NAME	ADDRESS		Price/Square Yard	TOTAL
Vicalvi Building Co	26317 Pine Gate Dr., Chesterfield, MI		\$94.83	\$142,250.00
Bowen Paving	1001 Cesar E. Chavez, Pontiac, MI		\$90.00	\$135,000.00
Titan Pavement	6460 Williams Lk., Waterford, MI		\$78.75	\$118,125.00
	+	Н		



Mailboxes have been checked for bids that may have been mailed in

also send results to: Jason Hefner



BID ID:

ITB-CAH-10-02-2024-001

BID NAME:

Auburn Hills Pathway Project

ITEM:

Pathway Removal and Replacement

DUE DATE:

October 2, 2024 at 10:00 AM

IMPORTANT DATES

9/18/24

Bid Posting

None 10/02/2024 Pre-Bid Meeting

Bid Opening

The City of Auburn Hills is seeking bids from qualified contractors for required materials and labor to remove and replace pathways throughout the City of Auburn Hills.

Bids will be accepted by the City Clerk until October 2, 2024 at 10:00 AM. Bids will be opened at that time in the front lobby of the City Clerk at 1827 N. Squirrel.

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED**. Bids are considered received when received and date stamped by the office of the City Clerk.

PREPARATION OF BID

- Each bidder shall furnish all information required on the bid form. Erasures or other changes must be initialed by the person signing the bid form.
- If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Steve Baldante by email/phone at sbaldante@auburnhills.org / 248-364-6902.

SUBMISSION OF BIDS

• All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Bidder's Name Bidder's Address Bid Number (ID) Bid Item (Name of Bid)

Failure to do so may result in a premature opening of or failure to open such proposal. All bids must be hand delivered or mailed to:

Auburn Hills City Clerk's Office 1827 N. Squirrel Road Auburn Hills, MI 48326

- Bidders are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.
- Any bid may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or cancelled for a period of one hundred and eighty (180) days after said closing time.

GENERAL INFORMATION

- Pricing shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price will govern.
- The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.
- All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice in order to be deemed "responsive."
- No proposal will be accepted from any person, firm, or corporation who is in arrears upon
 any obligation to the City or who otherwise may be deemed irresponsible or unreliable by
 the City.
- No proposal will be allowed to be withdrawn after it has been deposited with the City of Auburn Hills, except as provided by law. All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.
- Any deviation from the scope of work must be noted in the proposal.
- The Request for Proposal document together with its addenda, amendments, attachments, and modifications, when executed, becomes the contract or part of the contract between the parties.
- Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.
- All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Auburn Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor will the information presented be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.
- The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Auburn Hills.

Sub-Contractors Insurance Requirements

If approval is granted by the City of Auburn Hills for Contractor to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Contractor shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in this Invitation to Bid document.

Scope of Services:

Please see document titled Scope of Work for the details of the project.

Expectations regarding Pathway Installation:

See attachments for further specifications.

Preparation of Proposal:

Qualified companies are invited to deliver proposals in accordance with the attached plans and specifications. Bids must be based on specified materials; no alternatives will be accepted.

Contract Award:

The City of Auburn Hills reserves the right to accept or reject any or all bids and to waive any informalities or irregularities in any proposal or the bid process. The competency and responsibility of all bidders shall be taken into consideration in the award of the contract for this work. If bidders are unknown to the City of Auburn Hills, or their competency questioned, it shall be understood that they will, upon request, file with the City of Auburn Hills reliable data and references for investigation. The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The City reserves the right to award the contract to the bidder offering the best value, but not necessarily to the one submitting the lowest price. City may award fewer than the indicated bid items and may award them in any combination deemed in the best interest of the City.

Guarantee:

The successful bidder must guarantee the installation for a period of not less than one year against defects of materials or workmanship. This guarantee shall be dated from the time of acceptance of the work and receipt of final payment. The successful bidder shall replace or correct any work proved to be defective (except when it is clearly shown that the defects are caused by misuse) immediately upon notifications in writing without expense to the City.

All work shall be performed in a professional manner using quality equipment and materials, all of which must be maintained and operated with the highest standards as well as meeting all Michigan Occupational Safety Health Administration (MIOSHA) regulations.

Contractor is advised that their employees must act in a polite and professional manner at all times and refer any questions, complaints, or concerns received from the public to a representative of the City.

The City reserves the right to require the contractor to replace any employee the City deems to have performed in a non-professional, or discourteous manner toward the public or any City representative.

All employees of the awarded firm assigned to this project shall carry proper company identification and be dressed in a company uniform so as to present a professional appearance. Use of tobacco products while providing services to the City is strongly discouraged.

Minimum Qualifications:

Bidders will be rejected and deemed non-responsive if they do not meet the following qualifications:

- The bidder must be duly licensed by the appropriate authorities to provide the services required.
- The bidder must provide three business references where similar contracted services have been completed.

Additional Requirements for Potential Bidders:

If during the course of the pathway removal/replacement the contractor should damage any interior or exterior area, the contractor will be responsible for all necessary repairs interior and exterior that is disturbed by their work.

Contractor shall be responsible for the repair of any adjoining work on which his work, in any way, is dependent for its proper installation.

Contractor shall take all the necessary measures and precautions to protect surroundings and attachments (interior and exterior) and shall be liable for all damages that may be caused by his actions and work.

The Contractor shall perform all other work as required to deliver a completed and satisfactory job using skilled craftsmen. All measurements and the Scope of Work must be verified on the job by the contractor.

Insurance Requirements for Work on/or Within City Property/Facilities:

Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:

\$2,000,000 each occurrence

\$4,000,000 general and products-completed operations aggregates

- III. Personal Injury \$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$2,000,000 combined single limit
- c. Acceptable alternate limits are combinations of primary and excess or umbrella limits to equal not less than those shown in (a) and (b) above.
- d. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Building Authority, and their employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.
- e. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

Owner's and Contractor's Protective Liability

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability and Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be in an insurance company acceptable to the City of Auburn Hills.

Workers Compensation

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$100,000 E.L. each accident
- \$100,000 E.L. each disease each employee
- \$500,000 E.L. Disease Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan, and shall be in an insurance company acceptable to the City of Auburn Hills.

Certificate of Insurance

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

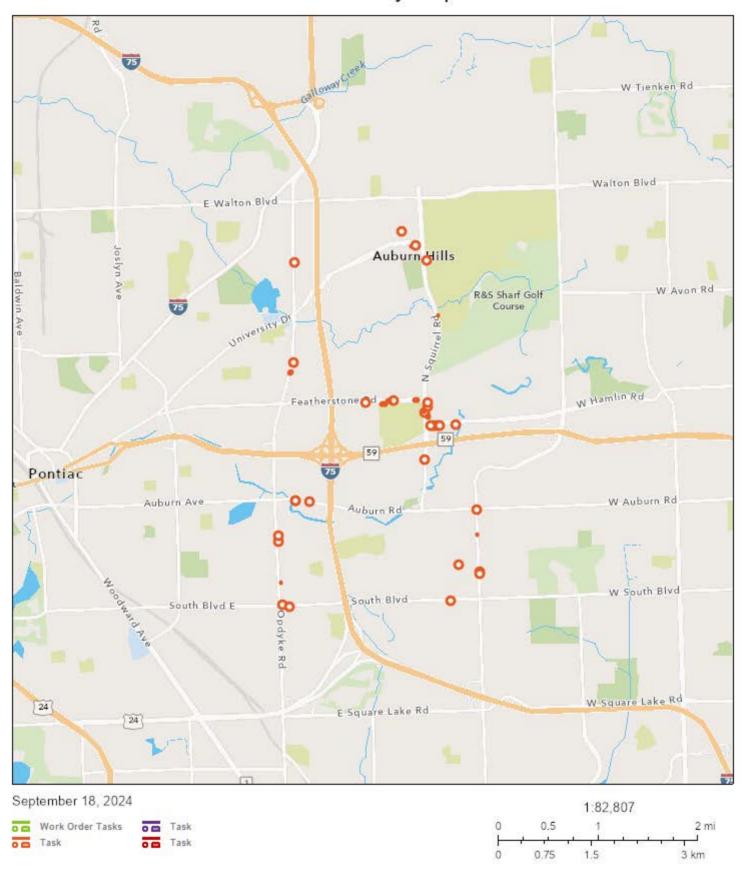
Hold Harmless/Indemnification Agreement

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.



Respectfully Submitted By,		
Company: Click or tap here to enter text.		
Address:Click or tap here to enter text.		
Telephone:Click or tap here to enter text. to enter text.		Fax:Click or tap here
Email:Click or tap here to enter text.		
Authorized Signature	Title	
Printed Name	Date	
Approval of Contract		
City Representative	Title	
Drintad Nama	Date	

2024 Pathway Repairs



Province of Ontario, Oakland County, Michigan, Esri, TomTom, Gamin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS, USDA, USFWS

Task Information

Task ID	Activity	Asset	Priority	Status	Total Cost
19486	Patch	Sidewalk SWT-3433	None	Planned	\$0.00

Comments: 30 foot section of bumps





Task ID	Activity	Asset	Priority	Status	Total Cost
19487	Patch	Sidewalk SWT-2066	None	Planned	\$0.00
Comments:	undermining				





Task ID	Activity	Asset	Priority	Status	Total Cost
19488	Patch	Sidewalk SWT-2066	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost	
19489	Patch	Sidewalk SWT-2066	None	Planned	\$0.00	





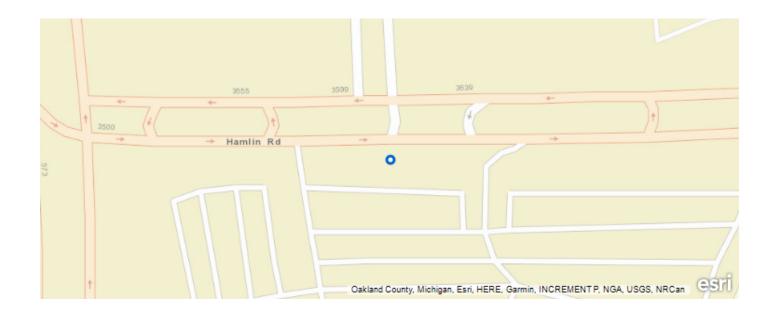
Task ID	Activity	Asset	Priority	Status	Total Cost	
19490	Patch	Sidewalk SWT-0623	None	Planned	\$0.00	





Task ID	Activity	Asset	Priority	Status	Total Cost
19491	Patch	Sidewalk SWT-0623	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19492	Patch	Sidewalk SWT-3311	None	Planned	\$0.00
Comments:	broken and uneven for 100 feet				





Task ID	Activity	Asset	Priority	Status	Total Cost
19496	Patch	Sidewalk SWT-3528	None	Planned	\$0.00
Comments:	bump				





Task ID	Activity	Asset	Priority	Status	Total Cost
19497	Patch	Sidewalk SWT-3528	None	Planned	\$0.00
Comments:	section sinking				



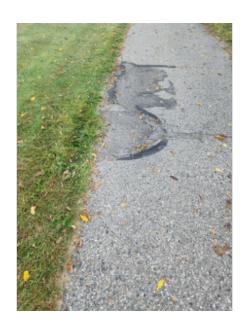


Task ID	Activity	Asset	Priority	Status	Total Cost
19499	Patch	Sidewalk SWT-2317	None	Planned	\$0.00
Comments:	60 feet of unev	en nathway			





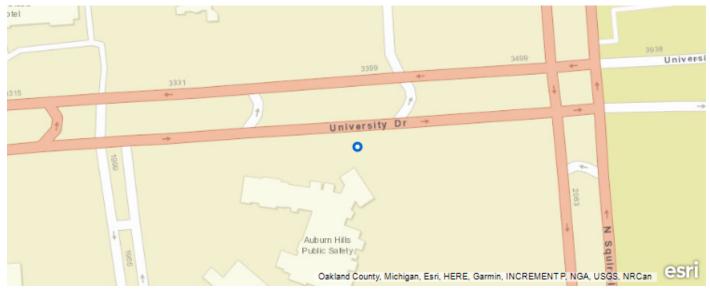
Task ID	Activity	Asset	Priority	Status	Total Cost
19500	Patch	Sidewalk SWT-3640	None	Planned	\$0.00
Comments:	dip				



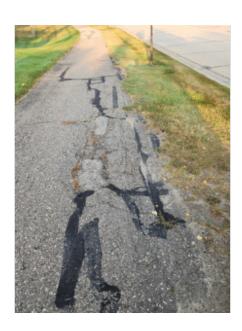


Task ID	Activity	Asset	Priority	Status	Total Cost
19501	Patch	Sidewalk SWT-0422	None	Planned	\$0.00



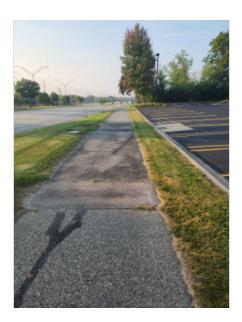


Task ID	Activity	Asset	Priority	Status	Total Cost
19503	Patch	Sidewalk SWT-0422	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19504	Patch	Sidewalk SWT-0682	None	Planned	\$0.00
Comments:	uneven and hro	oken			





Task ID	Activity	Asset	Priority	Status	Total Cost
19505	Patch	Sidewalk SWT-0682	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19508	Slab Replacement	Sidewalk SWT-4439	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19509	Patch	Sidewalk SWT-0070	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19510	Patch	Sidewalk SWT-0254	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19511	Patch	Sidewalk SWT-3398	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19513	Patch	Sidewalk SWT-1892	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19514	Patch	Sidewalk SWT-2989	None	Planned	\$0.00





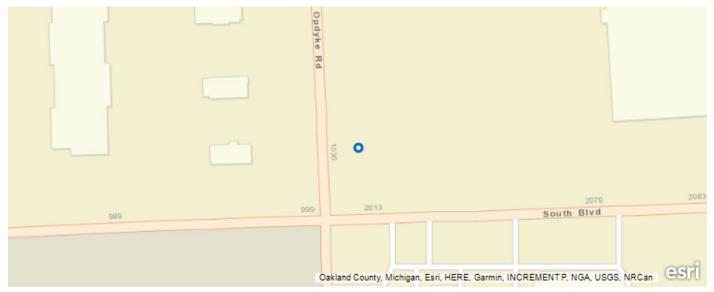
Task ID	Activity	Asset	Priority	Status	Total Cost
19516	Patch	Sidewalk SWT-0546	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19517	Patch	Sidewalk SWT-4303	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19518	Patch	Sidewalk SWT-2480	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19519	Patch	Sidewalk SWT-2399	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19520	Patch	Sidewalk SWT-1834	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19521	Patch	Sidewalk SWT-1702	None	Planned	\$0.00





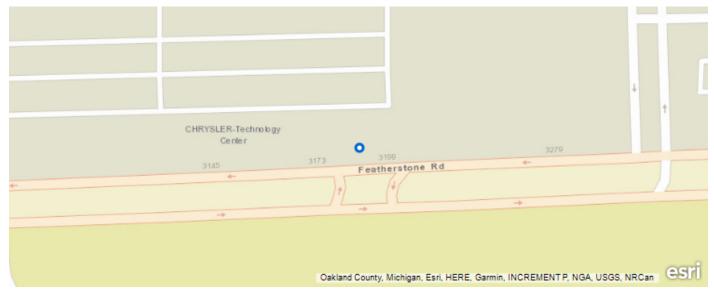
Task ID	Activity	Asset	Priority	Status	Total Cost
19522	Patch	Sidewalk SWT-2237	None	Planned	\$0.00
Comments:	humns for 50 feet				





Task ID	Activity	Asset	Priority	Status	Total Cost
19523	Patch	Sidewalk SWT-3432	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19524	Patch	Sidewalk SWT-3432	None	Planned	\$0.00
Comments:	bumps for 20 feet				





Task ID	Activity	Asset	Priority	Status	Total Cost
19525	Patch	Sidewalk SWT-0339	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost	
19526	Patch	Sidewalk SWT-2019	None	Planned	\$0.00	





Task ID	Activity	Asset	Priority	Status	Total Cost
19527	Patch	Sidewalk SWT-1807	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19528	Patch	Sidewalk SWT-2837	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19529	Patch	Sidewalk SWT-3379	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19530	Patch	Sidewalk SWT-0931	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost	
19531	Patch	Sidewalk SWT-3019	None	Planned	\$0.00	





Task ID	Activity	Asset	Priority	Status	Total Cost
19532	Patch	Sidewalk SWT-0185	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19533	Patch	Sidewalk SWT-1604	None	Planned	\$0.00





Task ID	Activity	Asset	Priority	Status	Total Cost
19534	Patch	Sidewalk SWT-1604	None	Planned	\$0.00





Overview of Auburn Hills Pathway Project - 2024

- Work includes asphalt path repairs and replacement in and around the City of Auburn Hills. All pathways shall be installed per the Auburn Hills Standard Details and Auburn Hills Engineering Standards documents.
 *** Please note: Pathways will be a total of 4" of asphalt with 2.5 inches leveling course and 1.5" of wearing course. This deviates from the city total standard of 3".
- Prices are to be bid per square yard and include removal and replacement of asphalt path, as well as restoration of the area, including backfilling areas along the pathway.
- All pathways are to be installed in accordance with the Michigan Department of Transportation (MDOT) 2020 standard specifications. This can be found in the 2020 MDOT standard specifications section 8.06 Shared Use Pathways. The section is attached at the end of the document.
- Any tree roots impacting the pathways needs to be properly cleared and disposed of within 1 foot of either side of the pathway.
- A map shall be provided highlighting areas in need of removal and replacement of asphalt and areas shown are estimated.
- Asphalt pathway work needs to be completed by December 1, 2024.
- Use the 2020 MDOT Standard Specifications for shared use paths, NOT the city Standards Detail. Replacement of path shall include 4" of Aggregate Base 21AA, HMA 5EML 2.5" Leveling Course and HMA, 5EML 1.5" Wearing Course.
- Per the 2020 MDOT Standard Specifications, all quality assurance, delivery, storage of materials, project conditions, materials and testing as well as surface prep, asphalt placing, compaction as well as other details need to be followed.

General Conditions:

a. All permits required for the Services shall be procured by Contractor, including any permits obtained in the name of the Trust.

- b. The Contractor shall comply with all legal regulations, including noise control, OSHA safety regulations and other government agencies having jurisdiction over the Project site or Services.
- c. Scaffolding, hoisting, and temporary and/or permanent access/connections required for the Services shall be supplied by the Contractor.

SPECIAL CONDITIONS

- a. Existing Structures and Utilities: The Contractor shall use utmost caution and proper care in executing the Services to assure the stability and integrity of the existing structures, installations and Park services. The Contractor shall make all repairs or replacements resulting from damages caused by the Contractor at the sole costs and expense of the Contractor and to the satisfaction of the Trust. The Contractor must notify all utilities and service companies if required prior to the commencement of any work. The Contractor shall use utmost caution in prosecuting of the work to assure safety to the public.
- b. Fire Protection: The Contractor shall not interfere with access to hydrants and fire alarm boxes. In no case shall the Contractor's material or equipment be stored within fifty (50) feet of a hydrant.
- c. Maintenance and Protection of Work Area: The Contractor shall carry out its operations in a manner that will protect and cause a minimum of interference with occupants and/or the public located in areas adjacent to the work. The Contractor shall provide and maintain all temporary barricades, signs and warning lights as required by local ordinances, or as directed by the Trust.
- d. Temporary Structures: The Contractor may not establish a temporary field office on site or erect any temporary structures for its staff and/or materials on site.
- e. No Concessions or Parking On-Site: There is no on-site parking for personal vehicles except for the Public Garage at Pier 40. Only company owned, marked service vehicles may request temporary parking permits from the Trust.
- f. Daily Reports: The Contractor shall prepare and deliver to the Trust a written report daily with manpower, equipment and anticipated activities planned for each particular day.

g. Accidents and Safety:

Abide by City of Auburn Hills Safety measures and all OSHA requirements. The Contractor shall post in its primary work area the name, address, and telephone number of the physician/hospital to be called in the case of emergencies and the name, address, and telephone number of the hospital where arrangements have been made for the treatment of injury cases. The Contractor shall immediately report every accident or injury to persons, and/or damage to property to the Trust, and shall furnish in writing all relevant information to the Trust regarding any accidents or injuries to persons and/or damages to property. The Contractor shall employ such procedures and equipment that will provide for (1) protection of the life and health of its employees and the public; (2) the prevention of damage to the property, materials, supplies and equipment; and (3) the avoidance of work interruptions in the performance of the Services.

MDOT 2020 STANDARD SPECIFICATIONS: SECTION 806 SHARED USE PATHS:

All sections referenced are part of the Michigan Department of Transportation 2020 Standard Specifications for Construction

Section 806.

Shared Use Paths

806.01. Description

This work consists of preparing grade and constructing a concrete or HMA shared use path.

806.02. Materials

Provide material in accordance with the following sections: (Contained in the 2020 MDOT Standard Specifications Book)

HMA Mixture	501
Coarse Aggregate 21AA, 21A, 22A	902
Granular Material	902
Concrete Curing Material	903
Joint Filler	914
Concrete, Grade 3000	1004

806.03. Construction

Construct the shared use path as shown on the plans or as directed by the Engineer.

A. Equipment.

Provide equipment in accordance with subsection 501.03.A and subsection 602.03.A, except as modified by the following:

1. Hauling Equipment. Avoid damaging the grade by limiting the size and weight of hauling units. Repair damage caused by use of oversized equipment at no additional cost to the Department.

2. Pavers. Use self-propelled pavers capable of extending in 1-foot increments and paving at least 8 feet wide. Use of an automated paver is not required. A spreader may be used to place HMA shared use paths adjacent to paved shoulders or curb if the spreader can place shared use path pavement meeting the required tolerances.

Construct concrete shared use paths using slip-form paving equipment or fixed forms with a Department-approved screed that can place shared use path pavement in accordance with the plans. If using fixed forms, use straight, full-depth forms free of warp and capable of resisting deformation during concrete placement.

- 3. Rollers. Use tandem, steel-wheeled rollers for compacting materials. The Engineer may allow alternate rollers. Repair damage caused by equipment at no additional cost to the Department.
- B. Preparation of Base.

If the existing earth grade meets the requirements of the contract, compact, smooth, and trim as directed by the Engineer.

If vegetative cover and root mat are present, remove to at least 2 inches deep and dispose of the material off the right-of-way in accordance with subsection 201.03.A.4. Compact, smooth, and trim the subgrade as directed by the Engineer.

Maintain the moisture content of the subgrade to provide stable support for the paver and hauling units. Aerate, water, and compact to provide support, as approved by the Engineer.

Prepare the specified grade to within a tolerance of ¾ inch of the required grade. Maintain the grade in a smooth and compacted condition until the aggregate surface course has been placed. Repair any rutting or other disturbance caused by the Contractor's operations prior to placing the aggregate surface course. Compact the grade in accordance with MDOT's Density Testing and Inspection Manual.

Use granular material for additional embankment. Use aggregate to treat unstable subgrade areas.

C. Placing and Compacting HMA Mixtures.

Place HMA mixtures in layers no greater than 3 inches deep. Place HMA mixtures to produce a smooth, dense surface free of irregularities within ¼ inch of the required grade when checked with a 10-foot straightedge, excluding vertical curves.

D. Placing and Finishing Concrete.

Place forms in accordance with subsection 602.03. Maintain a moist base when placing concrete. Do not place concrete on frozen layers or if the grade is unstable from excessive moisture. Place concrete pavement mixtures to produce a smooth, dense surface free of irregularities. Place the concrete to the required depth and finish in accordance with the MDOT Standard Plan R-28 series.

At driveways with curb and gutter on the drive approach, provide a curb drop to allow an opening for the shared use path. Construct the curb drop in accordance with the MDOT Standard Plan R-28 series.

Do not stamp, stencil, or in any way mark concrete with a company name, logo, or other such information.

E. Joints for Concrete

- 1. Transverse Plane-of-Weakness Joints. Space transverse plane-of-weakness joints at 12-foot intervals. Saw the joint ½ inch wide and 1 inch deep or form the joint with a grooving tool. Use a 6-inch-wide grooving tool with a ½-inch radius. Do not seal the joints. MDOT Standard Specifications for Construction Section 806 8-20
- 2. Transverse Expansion Joints. Space full-depth transverse expansion joints at 200-foot intervals. Install a ½-inch-thick pre-molded joint filler ¼ inch below the surface of the concrete. Do not seal the joints.

F. Finish Grading.

Blade or place embankment material against the exposed edge of the shared use path. Leave the path surface free draining. Restore the disturbed area by adding topsoil, roadside seeding and mulch, or sodding in accordance with section 816. 806.04.

Measurement and Payment:

Shared Use Path, Aggregate, LM.....Cubic Yard

A. Shared use Path, Grading

The Engineer will measure Shared use Path, Grading in place along the centerline of the path and within the limits shown on the plans.

The unit price for Shared use Path, Grading includes the cost of the following:

- 1. Excavation;
- 2. Compacting the grade;
- 3. Providing and compacting embankment;
- 4. Grading curb cuts for ramps and driveways;
- 5. Fine grading of constructed grades; and
- 6. Required brushing, tree trimming, and removing and disposing of excess material.
- B. Shared use Path, Aggregate.

The unit price for Shared use Path, Aggregate includes the cost of providing and placing the aggregate to treat areas of unstable subgrade, as determined by the Engineer.

C. Shared use Path, HMA.

The Engineer will measure Shared use Path, HMA by the weight of HMA mixture used to build the path. The unit price for Shared use Path, HMA includes the cost of providing, placing, and compacting the HMA mixture.

D. Shared use Path, Concrete.

Conduct concrete QC as specified in section 1003. The Engineer will conduct QA as specified in section 1004. The Department will pay for this work based on the QA results and this subsection.

The Engineer will measure Shared use Path, Conc based on plan quantities in accordance with subsection 109.01.

E. Slope Restoration.

Slope restoration will be paid for separately.

F.Curb Ramps, Curb and Gutter Removal and Placement.

The Department will pay separately for placement of curb ramps and removal of curb and gutter or other appurtenances, in accordance with subsection 204.04, and subsection 803.04

SCOPE OF WORK

- The City of Auburn Hills requires that all work specified in this Request for Proposal (RFP) be completed no later than December 1st, 2024.
- Re-grading and installation of a minimum 4" inches of 21 AA limestone aggregate base as necessary to provide a stable base for the new asphalt path.
- Paving of path with a minimum of 4" inches of HMA 5EML asphalt. The new path should match the existing widths and follow the current alignment.
- Contractor is responsible for mobilization of equipment, installation of any temporary roads/paths needed for equipment or material access, and removal of these temporary access ways upon completion.
- Contractor shall restore any areas of turf, landscaping, or other property disturbed by the work to their original condition or better.

Any irrigation components damaged during construction shall be repaired or replaced by the contractor at no additional cost.

PROPOSAL INSTRUCTIONS

Proposals to receive consideration shall be received prior to the specified time of opening as designated on the bid form. NO LATE PROPOSALS WILL BE ACCEPTED. Proposals are considered received when received and date stamped by the office of the City Clerk. Envelopes are to be clearly marked PROPOSAL NUMBER AND BID NAME. Sealed proposals may be submitted to the office of the City Clerk at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

1) PREPARATION OF PROPOSAL

- A) Proposers are expected to examine specifications and all instructions. Failure to do so will be at the proposer's risk.
- B) Each Proposer shall furnish all information required on the proposal form. Erasures or other changes must be initialed by the person signing the proposal form.
- C) All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing before the due date; failure to do so, on the part of the Proposer, will constitute acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents, shall be requested in writing and received by the City no later than October 1, 2024. The City will not be responsible for any oral instructions made by any employee(s) of the City regarding this RFP. Oral statements given before the proposal due date will not be binding.

2) SUBMISSION OF PROPOSAL

A) All proposals shall be submitted in sealed envelopes and shall include the following information on the face of the envelope:

Proposer's Name

Proposer's Address

Proposal Number

Proposal Item (Name of Proposal)

Failure to do so may result in a premature opening or failure to open such proposal. All proposals must be hand delivered or mailed to:

Auburn Hills City Clerk's Office 1827 N. Squirrel Road Auburn Hills, MI 48326

- B) Proposers are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.
- C) Any proposal may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or canceled for a period of Ninety (90) days after said closing time.
- D) The proposer shall specify a unit price for each item listed and total of all items listed. Unit price will prevail on all items.

3) CONSIDERATION OF PROPOSALS

A) Proposals submitted on bid form are understood to be according to specified data. Proposers are responsible for any and all costs associated with the preparation and submittal of their bid.

In cases where an item is requested by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified or an item of equal quality and value.

Reference to any of the above is intended to be descriptive but not restrictive and only indicates articles that will not be satisfactory. Bids of "equal" will be considered, provided that the bidder states in his/her proposal exactly what he/she proposes to furnish, including illustration or other descriptive matter which will clearly indicate the character of the article covered by such proposal.

- B) The City of Auburn Hills hereby reserves the right to approve as an equal, or reject as not being an equal, any article proposed which contains major or minor variations from substantially therewith. The City may waive irregularities in the bid process as it deems appropriate.
- C) The City of Auburn Hills reserves the right, when it is deemed to be in the best interest of the City, to award the proposal in its entirety, in part, or not at all.
- D) All Proposers, sub-Proposers and their employees must comply with all Federal, State, and Local laws. 4) TERMS A) All bids to be tax exempt, State of Michigan #38-6029813. B) All bid quotations will be based on F.O.B. Destination.

Please direct your questions by email to Steve Baldante, DPW Director, sbaldante@auburnhills.org by October 1, 2024, 2024. Any questions received after this date will not be considered. All questions will be answered by October 1, 2024, 2024.

Insurance Requirements & Other Conditions

Pricing shall be stated in units of quantity specified in the Proposal Document. In case of a discrepancy in computing the amount of the proposal, the unit price proposal will govern.

The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

All proposals shall be opened publicly at the date and time specified. Each shall be recorded with the name of the proposer. All proposals shall be in accordance with the Purchasing Ordinance and the requirements of this notice to be deemed "responsive."

No proposal will be accepted from any person, firm or corporation who is in arrears upon any obligation to the City or who otherwise may be deemed irresponsible or unreliable by the City.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Auburn Hills, except as provided by law. All proposers are held to prices proposed for 180 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the proposal.

The Request for Proposal document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

Any proposal submitted which requires a down payment or prepayment of any kind prior to work completion and full acceptance as being in conformance with specifications will not be considered for award.

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the

property of the City of Auburn Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor will the information presented be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

The City reserves the right to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City of Auburn Hills. Any deviation from the Auburn Hills specifications must be noted in the proposal.

Insurance requirements for work on or within city property/facilities

1. Liability Insurance

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirements:

- i. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
- a) Check mark indicating occurrence as opposed to claims made form
- b) Limits of Liability: \$1,000,000 each occurrence \$2,000,000 general and products-completed operations aggregates c) Personal Injury \$2,000,000 aggregate
- ii. Automobile Liability: a) Check mark indicating coverage as to any automobile.
- b) Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded.
- c) Limits of Liability: \$1,000,000 combined single limit
- iii. Commercial Umbrella (Excess) of at least \$4,000,000.
- iv. The Proposer shall insure the Proposer's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
- v. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the Proposers' required worker's compensation/employer's liability
- vi. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.
- 2. Owner's and Proposer's Protective Liability is required by City

If applicable, the Proposers shall procure and maintain during the life of the contract Owner's and Proposer's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills. 3.Workers Compensation

The Proposers shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Proposers' property, or any property used in connection with the Proposers' operation or in carrying out any work related to this contract. Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability: -

\$500,000 E.L. each accident -

\$500,000 E.L. each disease - each employee -

\$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan and shall be from an insurance company acceptable to the City of Auburn Hills.

4. Professional Liability is required by City

If applicable, if the Proposers are providing professional services/work, then the Proposers shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney, IT services)

- 5. The proposers shall procure and maintain during the life of the Contract a) If applicable, cyber–liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third-party liability. This coverage is required if the Proposers is providing computer/data services and/or has access to private City data.
- b) Employee dishonesty coverage with limits of at least \$1,000,000 including third party endorsement.

6. Certificate of insurance

The Proposers agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Proposers will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage shall be mailed to:

City Clerk's Office City of Auburn Hills 1827 N. Squirrel Road Auburn Hills, MI 48326

7. Sub-Proposers Insurance Requirements

If approval is granted by the City of Auburn Hills for Proposers to subcontract any or all of this contract to others, then prior to commencing the subcontract, the Proposers shall furnish certificates evidencing the same insurance for the City of Auburn Hills as required in Sections 1 through 4 of the requirements. Such approval to sub-contract is at the sole discretion of the City of Auburn Hills.

8. Requirement as Part of Contract

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the Proposers and the City.

9. Hold Harmless Agreement

To the fullest extent permitted by law, proposer agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with this process.

10. Experience/Qualifications

Provide general background information on the proposer as well as specialized experience and capabilities. Items to be included are:

- General Experience and Qualifications of the Proposer and all sub-Proposers(s) o Provide the proposer's and each of the sub-Proposers(s)'s, if any, general business experience, history, financial stability, types of projects, and overall qualifications. Include an organizational chart identifying key staff and sub-Proposers, if any expected to provide services on behalf of the proposer.
- Qualifications, Experience in Required Areas and Availability of Key Personnel o Provide detailed information on experience in running a similar golf course operation. In addition, resumes should be included for each of the individuals and sub-Proposers(s)s referenced. Make known the availability of key personnel's time to accomplish requirements under this contract.

11. References

Proposers should attach a list of professional references. Reference should be able to describe such matters as the Proposer's financial and operational capability. Include the name of the reference, a description of the nature of the listed reference's experience with the Proposer and the name, title, address, telephone number, and email address of a contact person at the reference entity.

12. Project Completion Date

The City of Auburn Hills requires that all work specified in this Request for Proposal (RFP) be completed no later than December 1st, 2024. This completion date is firm and must be taken into account by all bidders when developing their project schedules and work plans. For the purposes of this project, completion is defined as the full execution of all requested path paving and repairs, in accordance with the specifications outlined in this RFP. Additionally, all disturbed areas must be properly restored, including turf restoration and implementation of erosion control measures. The project site must be fully cleared of all construction materials, debris, and equipment. A final inspection must be conducted and approved by authorized representatives of the City of Auburn Hills. Furthermore, all required documentation, including as-built drawings, warranties, and closeout documents, must be submitted to and accepted by the City of Auburn Hills. To demonstrate their ability to meet this deadline, bidders are required to submit a detailed project schedule as part of their proposal. This schedule should outline how the bidder plans to ensure all work is completed by the December 1st, 2024 deadline, taking into account potential weatherrelated delays and any limitations on work hours or days that may be imposed due to ongoing golf course operations.

13. Warranty

The contractor shall provide a general workmanship warranty for a period of one (1) year from the date of final acceptance of the project. This warranty will cover any defects in workmanship and installation, with the contractor agreeing to repair or replace, at no cost to the City, any work that does not meet the requirements of the contract documents or that fails due to faulty workmanship. Additionally, a materials warranty shall be provided for one (1) year from the date of final acceptance, or the standard manufacturer's warranty period, whichever is longer. This warranty will cover any defects in the materials used in the project, with the contractor passing through to the City all manufacturers' warranties for materials used.

Specific to the asphalt cart paths, the contractor shall provide a two (2) year warranty from the date of final acceptance. This warranty ensures that the asphalt paths will remain free from significant cracking, heaving, or settling beyond normal wear and tear. Any defects that impair the functionality or safety of the cart paths shall be repaired at no cost to the City. The drainage system installed as part of this project shall be warranted for three (3) years from the date of final acceptance. This warranty guarantees that the drainage system will perform as designed and effectively manage water as specified in the project plans. Any defects in the drainage system resulting in standing water on the path or adjacent areas for more than 24 hours after a rain event (excluding extreme weather conditions) shall be addressed by the contractor at no additional cost.

The contractor is expected to promptly address any warranty issues upon notification by the City. For critical issues affecting play or safety, the response time shall be within 24 hours. Any repairs or replacements made under these warranties shall be warranted for an additional one (1) year from the date of repair or replacement. It should be noted that these warranties do not limit any other rights or remedies available to the City under this contract

or applicable law. The contractor shall provide written warranties covering all the above items as part of the project closeout documentation. Any exclusions from warranty coverage must be clearly stated and are subject to approval by the City.

The City of Auburn Hills reserves the right to negotiate specific warranty terms with the selected contractor prior to final contract award. These warranty requirements are designed to ensure the quality and longevity of the path paving and drainage improvements, providing assurance to the City that the investment in these upgrades will be protected for years to come.

MEETING DATE: OCTOBER 7, 2024

AGENDA ITEM NO 9A

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council

From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads

Submitted: October 1, 2024

Subject: Motion - Approve the OHM Advisors Scope of Design Services and G2 Geotechnical

Services for the 2025 Road Program

INTRODUCTION AND HISTORY

Included within the 2025 Capital Improvement Plan is the reconstruction of Shimmons Circle and Tienken Road (Tienken Road was moved forward in the plan earlier this year because of the rapid deterioration of the surface and the difficulty of repairing the type of deterioration occurring). In 2019, Auburn Hills roads were assessed a Pavement Surface Evaluation and Rating (PASER) (from 1-10, 10 being new) to understand the quality of city-owned roads and revise the capital plan to address the worst roadways first. The City Council then resolved in August 2019 to maintain an average PASER rating of six or greater. In 2022, Auburn Hills roads were re-assessed for a more current PASER rating. In 2022, Shimmons Circle was rated as a 2 and Tienken was rated as a 4.

Initial plans for Shimmons Circle include pulverization of the existing asphalt pavement with replacement asphalt, drive approaches, and edge drain. Localized base repairs, undercuts, culvert, and ditch repairs will be included as needed. Tienken Road will include a mill of the top of the roadway with replacement in asphalt. Any base and undercuts will be performed as needed. In addition, a pathway will be designed for the south side of Tienken Road to infill the gap and connect the Paramount Subdivision with North Squirrel Road. While this pathway is being designed and will be bid, it will be bid as a separate section of the contract that may not be awarded if prices are not fiscally responsible for the city.

Because these projects are projected to begin in 2025, design work will need to begin this year. Staff has requested a scope of work from the City's consulting engineer, OHM Advisors, to provide the necessary design work. The design of this project has been quoted at a not-to-exceed amount of \$105,000. In addition, G2 Consulting will be used by OHM Advisors for geotechnical Services for an estimated cost of \$12,000. These costs break down as follows:

	OHM Advisors Design	G2 Consulting Services	Total Per Division
Shimmons Circle	\$50,000	\$6,750	\$56,750
Tienken Road	\$35,000	\$3,750	\$38,750
Tienken Pathway	\$20,000	\$1,500	\$21,500
Totals:	\$105,000	\$12,000	\$117,000

As stated above, Tienken Road and path was moved forward and will need a budget amendment for design (The construction is budgeted in the proposed 2025 budget). There was \$50,000 budgeted for Shimmons Circle design. Therefore, budget amendments will be required to the 2024 Major and Local Road funds in the following amounts: \$6,750 to 203-453-973.000-SHIMMONSCIRC for Shimmons Circle, \$38,750 to 202-452-973.000-TIENKENROADX for Tienken Road, and \$21,500 to 202-452-973.005-TIENKENROADX for Tienken Pathway.

STAFF RECOMMENDATION

Staff recommends approval of the design contract for the 2025 Road Program to OHM Advisors in the not-to-exceed amount of \$105,000 and geotechnical services to G2 Consulting at the estimated cost of \$12,000. In addition, staff recommends a budget amendment to increase appropriations by the following in each respective account:

203-453-973.000-SHIMMONSCIRC: \$6,750 202-452-973.000-TIENKENROADX: \$38,750 202-452-973.005-TIENKENROADX: \$21,500

MOTION

Move to approve the design contract for the 2025 Road Program to OHM Advisors, geotechnical services to G2 Consulting and authorize a budget amendment to increase appropriations in the 2024 Major and Local Road budgets as shown in the staff recommendation section of the attached memo.

EXHIBITS

Exhibit 1 – OHM Advisors Scope of Design Services

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Thomas A. Taughe



September 18, 2024

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

Attention: Mr. Stephen Baldante

Director of Public Works

Regarding: 2025 Asphalt Road Program

Shimmons Circle and Tienken Road

Scope of Engineering Services

Dear Mr. Baldante:

Thank you for this opportunity to provide professional engineering services for the above referenced project. We have prepared the following project understanding and scope of services to be provided by OHM Advisors based on our previous discussions.

PROJECT UNDERSTANDING

The project consists of rehabilitation and reconstruction of various local roads within the City including Shimmons Circle and Tienken Road. The work on Shimmons Circle includes just over three-quarters of a mile of crushing and shaping with asphalt overlay. The work along Tienken Road is a half mile of milling and resurfacing the existing cross section. In addition, the City desires to construct a pathway along the south side of Tienken, between N. Squirrel Road and Paramount Estates subdivision, as part of the project. The anticipated construction cost for the proposed total project is approximately \$2 million.

The work on Shimmons Circle will include pulverization of the existing asphalt pavement and installation of new asphalt pavement and edge drain as needed for the entirety of the road from Squirrel to Squirrel. Localized areas of base repair and subgrade undercutting will be completed as required. Since the pulverize/overlay process will result in a higher pavement elevation, it is anticipated that existing drive approaches will be replaced to meet new elevations. In addition, existing driveway culverts and roadside ditches will be evaluated and improved as necessary.

The work along Tienken Road will include the milling of the existing roadway and resurfacing with new asphalt pavement from N. Squirrel Road to the City Limits with Rochester Hills. It is anticipated that a sufficient amount of existing asphalt will support the work, although localized areas of base repair and subgrade undercutting will be completed. The proposed pathway work will include tree removals, grading, driveway approaches, drainage/storm sewer improvements, and HMA pathway construction.

SCOPE OF SERVICES

Task 1 - Project Initiation and Obtain Information

Under this task, we will initiate the project and obtain necessary information to proceed with the design. Specific work efforts include:

- Organize and attend a kickoff meeting with City staff to review project objectives, prepare design criteria, and establish a specific delivery schedule.
- Review existing utility information and record drawings for the project areas.
- Perform a site review to identify elements that are sensitive to project, i.e. driveway locations and other access



issues, utility facilities in the area, geometric deficiencies, landscape/aesthetic features, and drainage items.

- Obtain specific topographic survey information for the project areas. Full topographic survey is anticipated for Shimmons Circle and along Tienken to facilitate the pathway design.
- Notify known utility agencies of the proposed work and verify locations of existing known utilities, including both public and private, within the project limits for conflicts and coordinate relocations if necessary.
- Coordinate with a Geotechnical Engineer to obtain soil borings and pavement cores along the project route.
- Arrange and attend a meeting with City staff and other stakeholders to review project concepts, alternatives, and
 constraints.

Task 2 - Preliminary Plan Development

Under this task, we will undertake the preparation of plans and specifications for the project and apply for the necessary permits. Specific work efforts include:

- Review field information collected to identify any deficient areas in the existing conditions.
- Prepare typical roadway cross-sections for the project.
- Determine preliminary geometrics for the road repair areas.
- Develop preliminary pathway plans and identify necessary drainage improvements and grading limits.
- Coordinate with the Geotechnical Engineer and assist in developing pavement cross-sections for the proposed repair areas.
- Evaluate sidewalk ramps to be upgraded to current ADA requirements within the project areas.
- Develop road plans in accordance with current AASHTO standards based on comments received from the City on base plans. Plans will be prepared using a scale of 1"=40' (profile scale 1"=4').
- Develop proposed drainage and storm sewer plans in accordance with City standards as necessary.
- Prepare or reference technical specifications entailing materials, equipment, and labor necessary to perform the
 work.
- Compute preliminary quantities and prepare a preliminary Engineer's Opinion of Probable Construction Cost.
- Prepare a Maintenance of Traffic (MOT) plan.
- Develop pavement marking and signing plans within the affected influence of the project in accordance with MMUTCD requirements.
- Evaluate grading and ROW impacts associated with the proposed work and determine construction limits.
- Prepare proposed preliminary schedule for work including the construction start, substantial completion, and final completion dates.
- Prepare documents to obtain a Rochester Hills work in right-of-way permit, Oakland County Water Resources Commissioner (OCWRC) soil erosion permit, Road Commission for Oakland County (RCOC) work in right-ofway permit, and other permits deemed necessary to complete the project as described.
- Arrange and attend a meeting with City staff to review the preliminary plans and specifications.

Task 3 - Final Design and Contract Documents

Based on comments received on the preliminary plans and final construction documents will be created and advertised for bidding. Specific work efforts include:

- Finalize design plans based on comments obtained.
- Complete construction details.
- Finalize detailed grading.
- Finalize grading easement limits and locations as required.
- Prepare a bid sheet entailing all items of work and associated quantities.
- Prepare a final engineer's opinion of probable cost.
- Prepare and place an advertisement for bid.
- Finalize schedule for proposed work including the construction start, substantial completion, and final completion dates.
- Produce copies of contract documents.



- Attend the bid opening.
- Prepare and evaluate a project bid tab.
- Check references for the three lowest bidding contractors.
- Provide a recommendation of award.

SCHEDULE

The project will commence upon authorization to proceed. It is our understanding that the City desires the project to be bid and awarded before Spring 2025 with construction to follow shortly after. This schedule is based upon an authorization to proceed given in September 2024.

COMPENSATION

The services outlined above will be performed on an hourly basis for the not-to-exceed amount of one hundred and five thousand dollars (\$105,000.00). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

Shimmons Circle	\$ 50,000
Tienken Road	\$ 35,000
Tienken Road Pathway	\$ 20,000
Design Services Total	\$105,000
G2 Consulting Geotechnical Services (estimated)	\$ 12,000

FURTHER CLARIFICATIONS AND ASSUMPTIONS

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

- The City will be responsible for all permit application fees and permit fees.
- Geotechnical Services will be provided by G2 under a separate contract and are not included in this scope of services. The estimated amount for this service is indicated above.
- No permanent right-of-way is anticipated. City will obtain temporary grading easements, if required.
- OHM will be pleased to provide any additional services for this project on an hourly basis. Services not included in this proposal:
 - a. Construction phase services such as, but not limited to, construction management, construction engineering, construction administration, construction observation and/or construction layout.
 - b. Wetland delineation and survey, mitigation, and permitting.
 - c. Environmental assessments or reports, drainage studies, or other environmental evaluations associated with potential contaminated soils.
 - d. Traffic signalization design.
 - e. Preparation of plans for landscaping and ornamental features.

Should you find this agreement acceptable, please sign the authorization below and return a copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.

Sincerely,

OHM Advisors

Timothy J. Juidici, P.E. Principal-in-Charge



cc: Jason Hefner, Manager of Roads & Fleet Alex Parent, OHM

City of Auburn Hills 2025 Asphalt Road Program Engineering Design Services

Accepted By:	
Printed Name:	
Γ'itle:	
Date:	

Rally draws crowd of fans



White Lake resident Andrew Huffard arrived in an Uncle Sam costume and posed for photos with other attendees of vice-presidential candidate JD Vance's Auburn Hills rally on Wednesday. PEG MCNICHOL — MEDIANEWS GROUP

BY PEG MCNICHOL

PMCNICHOL@MEDIANEWSGROUP.COM

People showed up Wednesday hours before the 1:30 p.m. start to Republican vice-presidential nominee JD Vance's 1:30 p.m. visit to Visioneering, a parts maker for aerospace, defense and space systems in Auburn Hills.

Many said Vance won Tuesday night's debate with Minnesota Gov. Tim Walz, the Democrat's vice-presidential nominee running with presidential candidate Kamala Harris. They appreciated that both men were civil to one another and moderators pressed Walz's claim he was in Hong Kong during the 1989 Tiananmen Square massacre. On Tuesday, Walz eventually said he misspoke.

Most expressed earnest concern about immigration, the economy and the threat of war in the Middle East after Iran attacked Israel.

Clarkston resident Anna Muzzy volunteered to help direct traffic and answer people's questions — reminding them that bags were not allowed inside. Security has visibly increased since two attempts on presidential candidate Donald Trump's life.

Muzzy said she is a former Democrat who became so concerned about illegal immigration she voted for Trump in 2016.

"I was so embarrassed ... I told people I voted for Jill Stein," she said. "I voted for him in the next election and I'm voting for him in this one."

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She said Congress must pass an immigration bill that limits immigration to the U.S. but leaves room for some seeking political asylum.

"We want people to come to America. I do. I think most people do," she said. What bothers her is federal spending needed to support people detained after illegally crossing the U.S. southern border. She wants every immigrant to follow the same legal process, she said.

She also worries about the U.S. getting involved in worldwide conflicts because her son is now a freshman at the U.S. Air Force Academy in Colorado Springs, Colo.. She believes a new Trump administration would continue working on agreements like the 2020 Abraham Accords signed by Israel, the United Arab Emirates, Bahrain and the U.S.

The economy is another concern — from high grocery prices to the federal plan to pay off student loans, which she opposes.

Rochester Hills resident Charlene Garrett would like to see the U.S. return to its pre-COVID state.

"I hope (Trump-Vance) pulls off a huge red wave," she said. "The debate last night was exciting. It was peaceful and very friendly ... It was refreshing to see people not screaming at each other and cutting each other down but yet, agreeing in a bipartisan way that these are issues that need to be fixed."

She said she came to the rally to see Vance in person because she didn't know much about him, outside of the movie based on his book, "Hillbilly Elegy."

"You can run with somebody. You can be best friends with somebody and still have different ideas on different issues, so I want to hear who he is ... to get to know him as a person," she said, adding that she felt he would be an "amazing" future president.

Dimitri Hountalas, 38, is a Royal Oak financial advisor. He said Vance was very concise in the debate and well-mannered and the moderators did a good job of asking questions. Walz, he said, seemed negatively affected by the question about his travel to China.

"The main point was that he might come across as being young or not having very much experience in politics but he knows what he's talking about and he's willing to learn and change," he said. "I'm not from a camp of, 'Hey, I'm a Republican' or 'I'm a Democrat.' It's who I can relate to the most and who I feel the most comfortable with — who I'd want to do business with."

In general, he feels business adapts to whatever politician is in office but the next president needs to be someone skilled at international diplomacy, he said, adding that he felt Joe Biden struggled with that aspect of his job.

Dennis Kearns of Keego Harbor said Vance did well in the debate and was able to push back on the moderators, who he felt were unfair to the candidate. He's been to several Trump-Vance rallies.

"I really liked that the First Amendment is pretty important to him. There are too many people saying the First Amendment needs to go because of climate change and people saying bad things," he said. "I don't think there's anything he can say that would upset me. America needs Trump and Vance. Without them, we're in serious trouble."

Damien MacKinnon, 18, of Bloomfield Hills works as a building fixture designer for a Visioneering contractor. He said economic issues are most important.

"I've always wanted to see J.D. Vance. I was very impressed by his debate performance. I just want to see hopefully our future vice president," he said. "The economy is in shambles,

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especially the automotive industry. We work with automotive and aerospace companies and what we notice is a lot of things are coming from China. Suppliers for the automotive industry here in Michigan are pinned down by the current administration and China. Basically big automotive companies are saying, 'Hey, either you lower your prices or we will go straight to China."

He said it will take longer to fix the economy but that Trump could quickly address immigration if elected.

Lake Orion resident and Air Force veteran Doug Ledger said he voted for Trump after his disappointment in the second Obama-Biden term. He said even Trump could not drain the swamp, "but he could go down enough layers that he could make a real difference."

The next administration, he said, needs to ensure fair elections and to promote domestic oil exploration because the U.S. needs petroleum resources and needs to separate itself from Venezuelan oil dependence.

The escalating conflict in the Middle East is probably outside of any U.S. president's control, he said.

"This world's hot. Can Trump stop all the wars? No. I don't think any more. I think when Israel says 'We've had enough' it's going to happen," he said. "I would rather go into a rhubarb with Trump, not necessarily with someone that's going to be wishy washy."

He said Vance was authentic during Tuesday's debate. The retired football coach said he liked Tim Walz but if given a choice between football and politics, Walz would pick politics.

"Here's my wish for Tim Walz: Please don't win this election. Stay governor and learn a lesson to stay out of this nasty arena with a candidate like that," he said.

He called Kamala Harris "an opportunist on steroids."

Andrew Huffard, 47, of White Lake arrived dressed in an Uncle Sam costume and posed for photos with other rally attendees. He said Vance's legal degree made the difference in Tuesday's debate.

"Tim Walz threw out plenty of off-the-wall stuff, like Finland's gun control. That's not comparable. Finland doesn't have as diverse a nation as America has," he said. Huffard, a former builder turned Republican precinct delegate, said he was unhappy with the Affordable Care Act after suffering a spinal injury and facing high medical bills. "I got personally screwed."

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Vance defends 2020 election answer, tells voters their voice matters



Republican vice presidential candidate JD Vance speaks to supporters inside the headquarters of Visioneering, an aerospace and defense manufacturer, in Auburn Hills. DANIEL MEARS — THE DETROIT NEWS

Republican vice presidential nominee JD Vance defended, during a campaign stop in Michigan Wednesday, his refusal to acknowledge Donald Trump lost the 2020 election while contending the upcoming vote would be more secure.

Vance, a U.S. senator from Ohio and Trump's running mate, spoke for about 40 minutes inside the Auburn Hills facility of Visioneering, an aerospace industry supplier. Vance appeared to share competing personal beliefs that it was unclear whom voters favored four years ago but that their vote would be safeguarded this fall.

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"To all of you listening out there I believe that we are going to have the safest and most secure election in 2024 that we've had because the (Republican National Committee) is fighting for election integrity in a way that it, frankly, wasn't four years ago," Vance said. "So I encourage folks to get out there and vote."

On Tuesday evening, Vance debated Democratic vice presidential nominee Tim Walz, the governor of Minnesota, in New York. Three years into Democrat Joe Biden's term in the White House, Walz pressed Vance to say whether Trump had lost his 2020 race against Biden, but Vance declined to directly answer his opponent's question.

Trump has maintained unproven claims that fraud influenced the outcome of the last presidential election.

"The media is obsessed with talking about the election of four years ago," Vance said Wednesday in Oakland County. "I am focused on the election of 33 days from now because I want to throw (Democratic Vice President) Kamala Harris out of office and get back to common sense economic policies."

Moments later, Vance added that officials had "done a lot to make our elections more secure" for 2024.

"Never give into the despair that your voice doesn't matter," Vance said.

Wednesday's visit marked the first appearance in Oakland County, Michigan's second largest county, by Vance or Trump of the fall campaign. Trump held a rally in Waterford Township in mid-February before Michigan's presidential primary.

Oakland County has swung heavily in Democrats' favor in recent years. In 2020, for example, Democrat Joe Biden won the county by 14 percentage points over Trump, 56%-42%, getting about 108,000 more raw votes than the Republican candidate.

Before Vance's visit on Wednesday, Vance Patrick, chairman of the Oakland County Republican Party, said his goal for the GOP is to do better in Oakland this November than four years ago.

"I am not going say we're going to sweep Oakland County," Patrick said. "I am going to guarantee we're going to do a heck of a lot better than we did last time."

Michigan, with 15 electoral votes, is one of seven battleground states that will decide whether Trump or Harris controls the White House for the next four years. Trump will be in Michigan for an event in Saginaw County on Thursday, and Harris will participate in a rally in Flint on Friday.

Vance was scheduled to make a second stop in Michigan later Wednesday at a racetrack in Ottawa County.

Patrick said he expects Trump or Vance to be in Michigan every week leading up to the Nov. 5 election, which is 34 days away.

Patrick said he thought Vance, who's 40 years old, had a polished performance at the debate with a strong closing statement on the cost of living and safety.

"JD is the absolute next successor," Patrick said of leading the Republican Party nationally.

Mark Petri, 40, of Howell, who was in the crowd for Vance's event in Michigan on Wednesday, gave a similarly positive review of Vance's presentation at the debate. Petri said he likes that Vance is from the Midwest and how he "stood his ground" against the debate's moderators.

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"He answered the questions," Petri said. "He didn't avoid the questions. He stood firm in what he believed."

Yet, Democrats slammed Vance on Wednesday for not directly answering the question, posed by Walz during the debate, about whether Trump had lost the 2020 presidential election to Biden.

Trump has continued to make unproven claims that widespread fraud swayed the result of the 2020 race in Michigan and other states. At the debate, Vance said he's "focused on the future."

Walz labeled Vance's reply "a damning non-answer," and the Harris campaign said it had already turned the exchange into a digital advertisement Wednesday morning.

Biden won Michigan by 3 percentage points, 51%-48%, over Trump four years ago. A series of court rulings, bipartisan boards of canvassers and an investigation by a Republican-controlled Michigan state Senate committee upheld the result.

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