



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

JANUARY 2024

DAY	TITLE	TIME	LOCATION
8	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
8	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
9	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
10	Recreation Commission and Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
11	Zoning Board of Appeals	7:00 PM	CANCELED
15	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
16	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
22	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 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.



AUBURN HILLS MEETING SCHEDULE

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FEBRUARY 2024

DAY	TITLE	TIME	LOCATION
5	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
5	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
7	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Zoning Board of Appeals	4:00 PM	Council Chamber 1827 N. Squirrel Road
12	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
13	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
19	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
20	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
27	Public Safety Advisory Committee	5:00 PM	Public Safety Building 1899 N. Squirrel Road
27	Election Day	7:00 AM 8:00 PM	All Polling Locations
17-25 Early Voting			Public Safety Building 1899 N. Squirrel Road 8:30 AM – 4:30 PM (except 2/22) 2/22 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.



CITY OF AUBURN HILLS
MONDAY, JANUARY 8, 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:

- Headlee Amendment, Proposal A, and Review of Tax Abatement Policy

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES

4a. City Council Workshop Minutes, December 4, 2023.

4b. City Council Regular Meeting Minutes, December 4, 2023.

5. APPOINTMENTS AND PRESENTATIONS

5a. Motion – To confirm the reappointment of Rolanda Peet to the Election Commission.

5b. Motion – To confirm the appointment of Timothy Carrier to the Election Commission.

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 Informational Meeting, December 12, 2023

7a2. Tax Increment Finance Authority Regular Meeting, December 12, 2023

7b. Motion – To approve the I.T. Services Agreement with Oakland County and to remove credit/debit card payments.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To allow the Director of Public Works to execute a Memorandum of Understanding with Consumers Energy.

9b. Motion – To allow the Director of Public Works to execute a permanent 20-foot easement to Consumers Energy located at the Department of Public Works.

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: JANUARY 8, 2024

AGENDA ITEM NO 4A

CITY COUNCIL



CITY OF AUBURN HILLS CITY COUNCIL WORKSHOP **DRAFT** MINUTES

DECEMBER 4, 2023

CALL TO ORDER: Mayor Marzolf at 5:50 PM

LOCATION: Admin Conference Room, City Hall, 1827 N. Squirrel Rd, Auburn Hills, MI 48326

Present: Mayor Marzolf, Council Members Ferguson, Fletcher, Hawkins, Knight

Absent: Council Members McDaniel and Verbeke

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, Construction Coordinator Lang, Commercial-Industrial Appraiser Griffin, Finance Director/Treasurer Schulz, DPW Director Baldante, Mgr of Public Utilities Deman, Engineer Juidici

0 Guests

Workshop Topic: Workshop Topics for 2024

Mr. Tanghe presented the workshop topics to be discussed next year. The remaining open dates will be used if a topic arises. The topics include a strategic update from the Fire Department, the 2025 Goals and Objectives, Headlee and Proposal A review, transit options, and a review of the 2016 study and rental update from Community Development. In response to a suggestion to discuss cultivating green space, Mr. Cohen suggested that item be studied by the Planning Commission.

The meeting adjourned at 6:51 PM.

Brian W. Marzolf, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 4B

CITY COUNCIL



CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING

DRAFT

DECEMBER 4, 2023

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, and Verbeke
Absent: Council Member McDaniel

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Director of Recreation and Senior Services Adcock, Assistant Director of Recreation and Senior Services Beckett, Commercial-Industrial Appraiser Griffin, DPW Director Baldante, Mgr of Public Utilities Deman, Mgr of Fleet & Roads Hefner, Community Development Director Cohen, Construction Coordinator Lang, Finance Director/Treasurer Schulz, Management Assistant Hagge, Engineers Juidici & Driesenga

11 Guests

A workshop session was held prior to the regular City Council meeting at 5:30 PM.
Workshop Topic: Workshop Topics for 2024

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, November 20, 2023.

Moved by Ferguson, Seconded by Verbeke.

RESOLVED: To approve the City Council Regular Meeting Minutes of November 20, 2023.

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

No: None

Resolution No. 23.12.132

Motion Carried (6 - 0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Motion – To confirm the appointment of Peter Ducharme to the Board of Review.

Moved by Hawkins, Seconded by Ferguson.

RESOLVED: To confirm the appointment of Peter Ducharme to the Board of Review for a term ending December 31, 2026.

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

No: None

Resolution No. 23.12.133

Motion Carried (6 - 0)

5b. Motion – To confirm the reappointment of Darlene MacMillan to the Board of Review.

Moved by Hawkins, Seconded by Fletcher.

RESOLVED: To confirm the reappointment of Darlene MacMillan to the Board of Review for a term ending December 31, 2028.

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

No: None

Resolution No. 23.12.134

Motion Carried (6 - 0)

5c. Motion – To confirm the appointment of City Council Members to Boards and Commissions.

Moved by Knight, Seconded by Verbeke.

RESOLVED: To appoint the City Council Members to the boards and committees as stated in the memo. (Attachment A)

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

No: None

Resolution No. 23.12.135

Motion Carried (6 - 0)

6. PUBLIC COMMENT

None

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Brownfield Redevelopment Authority, October 3, 2023

7a2. Tax Increment Finance Authority Informational Meeting, November 14, 2023

7a3. Tax Increment Finance Authority, November 14, 2023

7a4. Planning Commission, November 16, 2023

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

7b. Motion – To approve the revisions to the City Council Rules of Order and Business.

RESOLVED: To approve the revisions to the City Council Rules of Order and Business.

7c. Motion - To approve the 2024 Liability and Property Insurance Renewal.

RESOLVED: To approve the 2024 policy renewal for Liability and Property Insurance with Travelers in accordance with the specifications contained in the Coverage Summary in the amount of \$385,997 and to authorize Mr. Huttenlocher to convey acceptance on behalf of the City and for the City Manager to sign the necessary documents related to binding coverage.

7d. Motion – To amend General Fund Departments Vehicle Rental appropriations and amend the Fleet fund vehicle rental revenue.

RESOLVED: To amend the 2023 General Fund departments as listed above increasing appropriations \$196,481 for interfund vehicle rent and also increasing the Fleet Funds revenue to accept the increase in appropriations. (Attachment B)

7e. Motion – To amend appropriate Wage and Benefit lines within General Fund Departments and other Funds.

RESOLVED: To amend General Fund departments 2023 Wages and Benefits Budget by increasing or decreasing appropriations as stated above. (Attachment C)

RESOLVED: To Amend Local Roads 2023 Budget by increasing appropriations as stated above. (Attachment C)

RESOLVED: To amend the Golf 2023 Budget by increasing appropriations as stated above. (Attachment C)

7f. Motion – To amend the 2023 General Fund Building Department Budget.

RESOLVED: To amend the 2023 General Fund Building Department budget with an increase in revenues of \$1,081,986 and an increase in appropriations of \$169,303.

7g. Motion – To amend the 2023 Fire Prevention Budget and Revenue Fund Increase.

RESOLVED: To amend the 2023 General Fund Fire Prevention Department budget with an increase in appropriations of \$24,000 and increase in the Fire Department revenues of \$58,000.

7h. Motion – To amend the 2023 Fire Suppression Budget and Revenue Fund Increase.

RESOLVED: To amend the 2023 General Fund Fire Suppression Department budget with an increase in appropriations of \$90,000 and increase in the Fire Suppression revenues of \$119,039.38.

7i. Motion – To approve the CDBG 2023-2024 Snow Removal Services Contract.

RESOLVED: To award of the CDBG Snow Removal Service 2023-2024 contract to C-Care Lawn Services in the amount of \$27,300 following CDBG procurement and Public Service contract guidelines.

7j. Motion – To adopt the 2024 Benefits Resolution for Non-Union Personnel.

RESOLVED: To adopt the 2024 Benefits Resolution for Non-Union Personnel, as submitted. (Attachment D)

7k. Motion – To award the contract for the 2024 Asphalt Maintenance Program.

RESOLVED: To award the contract for the 2024 Asphalt Maintenance program to Highway Maintenance & Construction Co. of Romulus, Michigan for a total cost of \$94,400.00 to be paid from the accounts listed above. (Attachment E)

7l. Motion – To amend the 2023 General Fund City Manager's department budget.

RESOLVED: To amend the 2023 General Fund City Managers department budget with an increase in revenues of \$72,976.00 and an increase in appropriations of \$72,976.00.

7m. Motion – To amend the 2023 Department of Public Works budget to purchase AEDs throughout City facilities.

RESOLVED: To amend the FY2023 General Fund Facilities department budget by increasing appropriations by \$26,542.00 to purchase new AEDs for certain city facilities.

7n. Motion - To approve the purchase of 2024 Graco Pavement Striping and Grinding Equipment.

RESOLVED: To approve an amendment to the 2023 Fleet Equipment budget (661-594-977.000) in the amount of \$116,464.15 and the purchase of a Graco 3900 Line Sprayer, a Graco Grind LazerDC89G for sidewalks, a Graco Crind Lazer DC1013G for larger walks and roadways, and a Graco Road Lazer Roadpack with accessories for striping roadways for \$126,464.15 from Gemseal of Auburn Hills, MI (Parent store is PMG SM Holdings LLC of Romulus, MI) to be paid from 661-594-977.000.

7o. Motion – To amend the Fleet budget for the purchase of a 2024 Kia Sportage SX.

RESOLVED: To amend the 2023 Fleet vehicle budget in the amount of \$37,746.00 for the purchase of a 2024 Kia Sportage SX.

Moved by Verbeke, Seconded by Ferguson.

RESOLVED: To approve the Consent Agenda.

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

No: None

Resolution No. 23.12.136

Motion Carried (6 - 0)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. PART ONE – Motion – Approval of Special Land Use Permit for the outside storage of vehicles on the east side of the building at 1399 Pacific Drive / AM General

PART TWO – Motion – Approval of Revised Special Land Permit for the outside storage of vehicles, containers, and trailers on the south side of the building at 1399 Pacific Drive / AM General.

Mr. Cohen presented the proposed revisions and expansion from AM General with regards to a storage permit that was approved in 2017.

The first request is for the expansion to accommodate 25 test military vehicles on the east side of the building within a fenced area that is already in existence. Updates to the screening around this area will take place.

The second request is to expand the area along the south side of the building which holds military vehicles and add storage containers along with space for tow trailers.

Raymond Mann, Director of Vehicle Capabilities and Systems Integration of AM General and Dave McLane, architect assisting with the project, were present.

Concerns were expressed regarding to the visibility on I-75 as well as the amount of vehicles on the property. It was explained that the visibility from I-75 would not be a concern and that the height changes to the fencing will help keep the visibility low.

It was also discussed that there is a large quantity of vehicles on the property. Mr. Mann shared that there will be a rotation of 25 vehicles that will be rotated in and out, adding to what is already allowed, so it shouldn't look overcrowded. It was also stated that the stripping for emergency vehicles will be maintained.

Moved by Knight, Seconded by Hawkins.

RESOLVED: To accept the Planning Commission's recommendation and approve the Special Land Use Permit for the outside storage of up to 25 R&D/test military vehicles for AM General on the east side of the building located at 1399 Pacific Drive subject to the representations made by AM General, packet materials, and conditions of Mr. Cohen's staff report. The Special Land Use Permit shall expire on December 4, 2028.

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

No: None

Resolution No. 23.12.137

Motion Carried (6 - 0)

Moved by Knight, Seconded by Fletcher.

RESOLVED: To accept the Planning Commission's recommendation and approve the Revised Special Land Use Permit for the outside storage of military vehicles, up to six (6) storage containers, and small vehicle tow trailers within the previously City approved area for AM General on the south side of the building located at 1399 Pacific Drive subject to the representations made by AM General, packet materials, and conditions of Mr. Cohen's staff report. The Revised Special Land Use Permit will only apply to the building tenant AM General and shall expire if AM General vacates the building in the future.

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

No: None

Resolution No. 23.12.138

Motion Carried (6 - 0)

9b. Motion – Approval of Site Plan and Tree Removal Permit to construct a light industrial building / 3295 Lapeer Road West Industrial Building.

Mr. Cohen presented the proposed 149,170 square foot building to be constructed at 3295 Lapeer Road in the Light Industrial District by Auburn Hills Realty Ventures. This is a speculative building with the potential of holding one to two tenants. Construction is anticipated to begin in the summer with completion in the Fall of 2025.

Chris Cousino of Auburn Hills Realty Ventures, LLC was present.

Moved by Hawkins, Seconded by Ferguson.

RESOLVED: To accept the Planning Commission's recommendation and approve the Site Plan and Tree Removal Permit for 3295 Lapeer Road West Industrial Building subject to the conditions of the City's Administrative Review Team.

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

No: None

Resolution No. 23.12.139

Motion Carried (6 - 0)

9c. Motion – Approval of Revised PUD Step Two – Site Plan and Revised Tree Removal Permit / Residences at River Trail PUD.

Mr. Cohen presented revisions to a PUD that was approved five years ago. The proposed changes would include townhouses, a stack flat rental product with eleven buildings as opposed to the six apartment buildings that were previously approved. With this development being a PUD, there are benefits to the community. This development will help improve the City's Park system by providing an easement through the site that will link the existing pathways that are currently in place. \$100,000 will be provided towards a new bridge and an acre and a half will be given to increase the size of Riverwoods Park. Construction is to begin July of 2024 with completion in December 2025.

Chris Cousino of Adams-59, LLC and John Dell'Isola of Nowak and Fraus were present.

Concern was provided regarding the noise from M-59. Mr. Cousino stated that he is comfortable with the existing attenuation of the current forest and overgrowth to provide enough of a sound barrier from M-59.

Mayor Marzolf shared his concerns for the landmark trees that are on the property and the pathway near one of the buildings that has a right angle and the effect it could have for people riding their bikes.

This project will keep as many mature trees as they can and the land also holds an existing Eagle Permit which will not be bothered, the 10ft. wide pathway will be maintained for all seasons by the developer and the pathway will be reviewed to see if changes can be made while still being ADA compliant.

Moved by Knight, Seconded by Hawkins.

RESOLVED: To approve the Revised PUD Step Two – Site Plan and Revised Tree Removal Permit for The Residences at River Trail subject to the conditions of the City’s Administrative Review Team. Adams-59, LLC shall finalize the First Amendment to the Development Agreement with the City by December 11, 2023.

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

No: None

Resolution No. 23.12.140

Motion Carried (6 - 0)

9d. Motion – To allow the Director of Public Works to execute a Memorandum of Understanding with Oakland Christian School.

Mr. Baldante presented the reconstruction plan for the 2024 project encompassing Shimmons Road from Dexter Road to Grove Lane and Dexter Road from Shimmons Road to Walton Boulevard. A Memorandum of Understanding (MOU) addressing the reduction of the sharp curve, improve sight lines and improve road geometrics will be drawn up between the City and Oakland Christian Schools, as discussed at the November 20, 2023, meeting. Once the road alignment is finalized, appropriate legal descriptions illustrating exact property coordinates will be supplied as part of the project design. It was shared that before a transfer of land takes place, Council will review the decision.

This project will also include a sidewalk in front of the school, all the way to Grove Lane. The proposed plan is to complete this construction in 2024.

Moved by Fletcher, Seconded by Ferguson.

RESOLVED: To allow the Director of Public Works to execute the MOU agreement on behalf of the city for the obligations set forth in the agreement attached as Exhibit A – Memorandum of Understanding.

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

No: None

Resolution No. 23.12.141

Motion Carried (6 - 0)

9e. Motion - To approve the scope of services for the design of the South Blvd Water Main Replacement Project.

Mr. Deman presented the replacement plan for the South Blvd Water Main project which has been in need for several years. He shared that the average lifespan for these materials is around 60 years old and the pipes are at the end of their lifetime. This project will be paid for by the water fund, there are no other funding sources. This project will span from Adams to Opdyke. It will not involve tearing up the road since the overlay was

recently applied in 2019. Any pathways that are disturbed will be replaced in kind. This project is the design phase only.

Moved by Verbeke, Seconded by Fletcher.

RESOLVED: To approve the Scope of Services to design the South Boulevard Water Main Replacement Project to OHM Advisors for \$275,000 and to G2 Consulting for \$35,500.

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

No: None

Resolution No. 23.12.142

Motion Carried (6 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

City Council wished everyone a Happy Holiday Season and expressed their gratitude for the tree lighting event.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

Mr. Tanghe – TIFA will be making a new Downtown Christmas Tree purchase. The current tree is older and the lights do not come on if there is water involved.

13. ADJOURNMENT

Moved by Knight, Seconded by Verbeke.

RESOLVED: To adjourn the meeting.

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

No: None

Resolution No. 23.12.143

Motion Carried (6 - 0)

The Mayor adjourned the meeting at 8:08 PM.

Brain W. Marzolf, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A

Appointment of City Council Members to Boards and Commissions

Mayor Marzolf	Pension Board Retiree Health Care Board Downtown Development Authority
Mayor Pro Tem Hawkins	Public Safety Advisory Committee
Mr. Ferguson	Planning Commission
Dr. Fletcher	Tax Increment Finance Authority
Mr. Knight	Brownfield Redevelopment Authority
Ms. Verbeke	Zoning Board of Appeals

ATTACHMENT B

	General Fund	2023	2023	Appropriation
Fleet Vehicle Rent	Departments	Amended Budget	Anticipated	Needed
101-261-995.002	General Admin	1,369.00	3,713.00	2,344.00
101-301-995.002	Patrol	371,441.00	415,001.11	45,561.00
101-305-995.002	Police Admin	8,610.00	17,000.00	8,390.00
101-336-995.002	Fire Admin	43,764.00	66,365.00	22,601.00
101-339-995.002	Fire Suppression	299,438.00	368,044.00	68,606.00
101-341-995.002	Fire Prevention	11,858.00	12,000.00	142.00
101-371-995.002	Building	25,320.00	42,492.00	17,172.00
101-441-995.002	DPW Admin	18,981.00	30,219.00	11,238.00
101-686-995.012	Smart	6,754.00	26,780.00	20,026.00
101-685-995.002	Seniors		401.00	401.00
TOTAL INCREASE IN VEHICLE INTERFUND APPROPRIATIONS				196,481.00
661-594-699.001	Fleet Fund			176,455.00
661-594-699.002	Fleet Fund			20,026.00
TOTAL INCREASE IN VEHICLE INTERFUND REVENUES				196,481.00

ATTACHMENT C

Department	Net Amendment	Primary Reason
257 - Assessing	522.00	Boards and Commisions wages
270- Human Resources	2,550.00	Part time wages
301- Police	62,962.00	Extra-Duty OT
685- Seniors	(18,256.00)	Part time wages
686- Smart	9,045.00	Part time wages
755- Recreation	(155,000.00)	Part time wages
770- Parks	(60,200.00)	Part time wages
Total General Fund	(158,377.00)	
453- Local Roads	11,380.00	Termed Employee payout
753- Golf	64,639.00	Part time wages
	(82,358.00)	Total Net Amendment

ATTACHMENT D

CITY OF AUBURN HILLS 2024 RESOLUTION BENEFITS FOR NON UNION PERSONNEL – AS AMENDED EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

This Resolution, as adopted by City Council on August 28, 1985, and subsequently amended as stated in Section XIII of this resolution, is proposed to be amended as follows:

WHEREAS, certain employees of the City are not covered by a collective bargaining agreement;
and

WHEREAS, the salaries and certain benefits for these employees are covered in other Resolutions and Motions of the City Council, but certain other conditions of employment and benefits have not been specifically stated before; and

WHEREAS, it is the intent of this Resolution to specifically state and provide for certain conditions of employment and benefits.

NOW, THEREFORE, BE IT RESOLVED that the following shall be effective for these employees of the City of Auburn Hills:

I. WORK WEEK

The normal work week consists of five (5) days, Monday through Friday. The normal workday consists of eight (8) hours of work with a one-hour lunch break. Normal work hours are 8:00 a.m. to 5:00 p.m. daily. In addition to normal office hours, employees may be required to attend evening meetings and perform other duties outside regular office hours in the best interest of the City.

II. VACATION LEAVE

A. Administrative (Non-Union) employees shall receive leave time as follows:

1. First year 6.66 hours/month (10 days)
 2. Year 2 to end of year 9: 10 hours/month (15 days)
 3. Year 10 and over: 13.33 hours/month (20 days)
 4. Maximum accrual: 1 times annual accrual, excess forfeited
- B. Employees who lost time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked. In instances where employees lose time other than on-the-job disability, the City Manager shall determine the extent of their benefits earned during their absences, if any.
- C. Employees are encouraged to take leave and each employee covered by this resolution shall be required to take one period of leave per year consisting of forty (40) consecutive work hours (5 days). Employees may elect to receive a buyout of up to 40 hours of vacation time at the end of each year, to be paid in January for the preceding year and at the preceding year's regular base pay rate, only if the employee has eighty (80) or more hours accumulated in their bank as of December 31. Vacation time buyout shall not be considered as part of Final Average Compensation Calculations for Defined Benefit Pensions.

- D. Upon termination of employment, an employee shall be paid for the unused and earned accumulation of leave hours in their leave bank up to a maximum of two (2) times the amount of leave hours allowed on an annual basis.

III. NON-DUTY CONNECTED DISABILITY

- A. The employer shall pay the premium to provide the STD insurance policy presently in effect. The weekly benefit shall be equal to 66 2/3% of the employee's base weekly salary to a maximum of \$1,500.00.
- B. The employer shall pay the premium to provide the LTD insurance policy in effect. The monthly benefit shall be equal to 66 2/3% of the employee's base monthly salary to a maximum of \$6,500.00.

IV. Sick Leave

- A. All administrative employees shall accrue sick leave at the rate of eight (8) hours for each month of service, not to exceed ninety-six (96) hours per year.
- B. Sick leave is provided to permit an employee to remain in pay status while absent from work because of:
 - 1. Personal illness or injury
 - 2. Pregnancy
 - 3. Illness or injury in own family (mother, father, wife, husband, children, step-children).
- C. Accumulation of sick leave may not exceed thirty (30) days at the end of any calendar year. Employees will be paid for all accumulated sick days over thirty (30) at the end of any calendar year.
- D. Upon the employee's death, retirement, or resignation, the City will pay one hundred percent (100%) of the accumulated unused sick time.
- E. Employees off sick shall be required to bring in a doctor's slip if the City Manager requests it. The employer may require an examination of the employee, following an illness or injury, by a doctor of the employer's choice on City time and City expense.

V. DUTY-CONNECTED INJURY PAY

- A. Provisions of the Michigan Worker's Compensation Act shall apply to all duty-connected accidents or injuries of the employees in the line of duty.
- B. The employee shall receive eighty percent (80%) of his/her gross pay exclusive of all deductions for duty-connected injuries for up to one (1) year in conjunction with Worker's Compensation.

VI. OTHER LEAVE

- A. Jury Duty: Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and his/her regular pay. The employee shall return to work if his/her presence is not required at court.
- B. Funeral Leave: In the case of death occurring in the employee's immediate family requiring his/her absence during a duty period, the employee shall be granted a leave of absence with pay for such period not to exceed five (5) consecutive workdays as will be necessary in the particular circumstances, one day of which shall be the day of the funeral. Immediate family is defined as the employee's wife,

husband, children, mother, father, sister or brother. Three (3) days, one of which shall be the day of the funeral, shall be granted for parents-in-law, grandparents, or grandchildren. One (1) day on which the funeral takes place, shall be granted for grandparents-in-law, brother-in-law, sister-in-law, niece, nephew, aunt, or uncle of the employee or employee's spouse, provided the funeral occurs on an employee's scheduled workday.

VII. HOLIDAY PROVISIONS

The paid holidays are designated as follows:

- | | |
|------------------|------------------------------|
| 1. New Years Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Friday after Thanksgiving |
| 3. Memorial Day | 8. Christmas Eve |
| 4. 4th of July | 9. Christmas Day |
| 5. Labor Day | 10. New Years Eve |

In addition to the above ten (10) holidays, employees will be granted three (3) "Floating Holidays" each calendar year. The "Floating Holidays" shall be granted at any time provided one (1) week notice is given by the employee. "Floating Holidays" can also be used to extend vacations provided notice is given one (1) week prior to the scheduled vacation.

VIII. HEALTH INSURANCE

Section 1. Active Employee Health Benefits

The employee and his/her eligible dependents shall be covered by health insurance, including a prescription drug plan under the terms and conditions of the plan manager, and cost containment provisions for second opinion surgery, and exclusion for pre-existing conditions may exist. Hospital pre-admission certification may be required for the employee and eligible dependents in accordance with the policy currently in effect.

Effective January 1, 2021, the HMO/EPO shall have a \$20 PCP/\$40 specialist office visit co-pay, \$40 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$500/\$1,000. Co-insurance is 80/20% to \$1,000 single/\$2,000 couple or family. The PPO shall have \$25 PCP/\$50 specialist office visit co-pay, \$50 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$750/\$1,500. In network co-insurance is 80/20% to \$1,000 single/\$2,000 couple or family. Out-of-network co-insurance is 50/50% to \$5,000 single/\$10,000 couple or family.

A. Job-Related Injury

Health insurance premiums shall be paid for a period of up to five (5) years for an employee disabled due to a job-related injury and for a period of up to one (1) year for other disabilities not related to employment.

B. Medical Insurance Buyout Option

Medical Insurance buyout is available at the rate of \$130 per pay period or \$3,380 per year to employees who elect to no longer take the City's health care insurance. This waiver of insurance shall apply only to the medical and prescription portion of coverage and not to the dental or optical portions. Should the employee lose coverage from another source, the employee may elect to once again take coverage and to relinquish their right to the monthly buyout. The City shall require that the employee provide proof of insurance coverage from another source (including spouse and dependent coverage where applicable) prior to the City granting buyout payment. In any case, the annual buyout payment shall not exceed 1/3 the cost of the annual premium amount of the medical coverage. Payment for the medical insurance buyout shall not be included as part of the final average compensation calculations for the pension.

C. Prescription Drug Coverage

Prescription drug coverage shall be provided to the employee and his/her eligible dependents based on a three-tier co-pay system whereby the employee is responsible for:

\$10 for Generics

\$30 for Brand Name Drugs

\$80 for Non-Preferred Drugs

with two times the applicable co-pay for the 90-day supply mail-in program and generic enforcement. The plan shall include formulary changes from time to time that may cause drugs to be placed into different co-pay categories. Specialty drugs, as determined by the plan manager shall have a 50% employee co-pay. Availability of specialty drugs shall occur only after all other drug therapies have been exhausted.

D. Dental Coverage

Dental coverage shall be provided to the employee and his/her eligible dependents through the Delta Dental Family Plan, Class I and Class II, or equivalent coverage from another provider with an accrued benefit amount of \$1,200 per family member and an 80/20 co-pay. The co-pay for major restorative (caps, crowns, etc.) shall be 50/50. The coverage shall also include orthodontics with a 50/50% benefit level to a maximum of \$2,000 per family member with an age limit of 19.

E. Vision Coverage

Vision coverage shall be provided to the employee and his/her spouse and eligible dependents through Preferred Vision **or equivalent coverage from another provider**. Coverage includes annual eye exam, lenses, frames and contact lenses; frame allowance of \$135 (approximately) retail, contact lenses \$100 for cosmetic purposes/covered in full for medical necessity (in lieu of all other benefits); \$10 co-pay for examinations.

F. COBRA

The City shall offer the employee continuation health coverage as required under the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272 Title IX). The premiums for such coverage shall be the responsibility of the employee and/or eligible beneficiary.

G. EMPLOYEE PREMIUM SHARE

The Employer may opt to implement either PA 152 cap on an annual basis. The Employee contribution shall be collected by way of twenty-four or twenty-six equivalent payroll deductions and shall begin on January 1, 2015.

Section 2. Retiree Health Benefits

A. Employees Hired before January 1, 2007

Health insurance, including a prescription drug plan, dental coverage and optical services, shall be provided for the eligible retiree and his/her spouse. An eligible spouse is one who is the spouse of record two years prior to retirement. In the event of the death of the retiree, the City shall pay the total cost of providing medical coverage, subject to contribution requirements below under "Effective January 1, 2011 for Defined Benefit Retirees", for the surviving spouse until such time the surviving spouse is eligible for Medicare Supplemental Policy, at which time the City shall pay the cost of the Medicare Supplemental Policy.

EFFECTIVE JANUARY 1, 2010 FOR ALL RETIREES: Health insurance, including a prescription drug plan, dental family coverage and optical services, shall be available for the eligible dependents of the retiree. Such care may be purchased through the City at a cost of 102% of the policy premium in effect at the time. Eligible dependents qualify by being on record with the City for at least two years prior to employee's retirement and meeting eligibility requirements of the policies.

EFFECTIVE JANUARY 1, 2011 FOR DEFINED BENEFIT RETIREES: Health insurance, including a prescription drug plan, dental and optical coverage, shall require a contribution from all retirees, regardless of retirement date, as follows: For retirees whose monthly pension payment is equal to or greater than \$5,000.00, the employee shall contribute the equivalent of 10% of the monthly premiums for each type of coverage listed in this paragraph.

Continuing Coverage for Surviving Spouse and Eligible Dependents of Retiree hired before January 1, 2007

- a. City-paid health care coverage shall be limited to a surviving spouse as defined in 2A., above.
- b. The City shall continue to make health care coverage available for eligible dependents as defined and at the cost shown in 2A., above.
- c. Regular retirement medical will be provided to the surviving spouse if they are not Medicare eligible, until such time they achieve Medicare eligibility. The employee must have met the eligibility requirements for retiree health care.
- d. The City shall provide dental and optical coverage for a surviving spouse of a retiree.
- e. The City shall continue to make dental and optical coverage available for eligible dependents as defined and at the cost shown in 2A., above.
- f. Once a surviving spouse becomes eligible for coverage under another group medical plan, the City-provided coverage shall cease, subject to COBRA extensions paid for by the surviving spouse.
- g. Coverage shall not be available to the surviving spouse once it has been terminated.
- h. If an employee should die prior to retirement, the surviving spouse shall qualify for coverage, if the employee had been eligible for normal retirement.
- i. If an employee should die prior to retirement, the City shall continue to make coverage available for eligible dependents as defined and at the cost shown in 2A., above, if the employee had been eligible for normal retirement.

B. Employees Hired on or after January 1, 2007

The City will provide a Retirement Health Savings (RHS) Plan for employees with an employer contribution of 3% of base pay only per pay period and a 3% required match by the employee on base pay, during active employment. Such plan shall be utilized as the sole retirement health coverage provided to retirees by the City. No medical, prescription, dental or optical insurances shall be provided to the retiree, spouse or eligible dependents.

IX. RETIREMENT BENEFITS

Section 1. Defined Benefit Plan

A. Pension Benefits

In accordance with the Plan Document, the Defined Benefit Pension Plan shall provide pension benefits to the participating employee calculated using a benefit factor of two and sixty-five-one-hundredths percent (2.65%) for all eligible years of service, to a maximum of 80% of final average compensation and will continue to be provided for the employees covered under this resolution, and to set the age for full retirement for vested employees at the age of fifty-five (55) with early retirement no sooner than age fifty (50) with at least ten (10) years of service with a reduction of calculated benefit of ½% for each month prior to age 55. The Pension Plan for this group shall provide adjustments as follows: January 1, 1992, and annually thereafter as of January 1, the amount of pension benefit payable to each retiree whose service to the City has terminated and has reached fifty-five (55) years of age, shall be increased by five percent (5%) of the amount of pension benefit which the participant is entitled to receive, when such benefit first becomes payable. Each January 1 thereafter, the pension benefit shall be increased by the same dollar amount for a period of fifteen (15) years. Employees in the Defined Benefit Pension

Plan who are eligible and elect to retire on or after January 1, 2010, shall have their Cost-of-Living-Allowance reduced from 5% non-compounding for fifteen years to 2.5% non-compounding for fifteen years as prescribed in this section.

Effective on the February 8, 2007 payroll, the pension plan requires a six percent (6%) employee contribution of base earnings to be paid as a pre-tax employer pickup under Internal Revenue Code 414(h)(2). All eligible employees shall participate in the employer "pick-up" program whereby mandatory employee contributions to the Retirement System shall be paid by the City of Auburn Hills in lieu of contributions by the employees. The terms and conditions of such contributions shall be in accordance with the provisions of the Internal Revenue Code Section 414(h)(2) and related Treasury Regulations and applicable law. The provisions of this section are mandatory, and the member shall have no option concerning the pick-up or to receive the contributed amount directly instead of having such amount paid by the City directly to the Retirement System. Member contributions picked-up under the provisions of this section shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code; however, such contributions picked-up under this section shall continue to be designated member contributions for purposes of the Retirement System and all other federal and state laws. All contributions picked-up under the provisions of this section shall be considered part of the member's salary for purposes of determining the amount of the member's contribution. Implementation of the pick-up program occurs upon authorization by the Retirement System. In no event may implementation occur other than at the beginning of a pay period. Pensions are vested at fifty percent (50%) for five (5) years of service and ten percent (10%) for each additional year, with full vesting at ten (10) years of service.

Employees in the Defined Benefit Pension Plan shall qualify for retirement medical coverage per the current resolution (as defined in Section IX (2) above) with ten (10) years of service as defined in the pension plan and with the attainment of 55 years of age, or age 50 if an early retirement provision is elected. Employee must be actively employed by the City at the time of retirement in full pay status and meet the qualifying pension age to obtain medical insurance.

B. Supplemental 401(K) Plan

In addition to the Defined Benefit Pension Plan, the City shall make available a Supplemental 401(K) Plan to which employees may make contributions.

Further guidelines are set forth in Section 401(k) of the Internal Revenue Code and in the plan documents.

Section 2. Defined Contribution Plan

For employees hired on or after April 1, 1998, the City will provide a Defined Contribution Plan jointly funded by the employer and employee. The City shall contribute 9% of base salary without an employee contribution. However, an employee who elects to contribute 3% of base income shall have that matched with an additional employer match of 3%, bringing the total employer/employee contribution to 15% of base salary. City contributions shall vest at the rate of 20% per year, 100% at five (5) years. The plan documents more fully describe the Defined Contribution Plan.

Employees in the Defined Contribution Plan shall qualify for retirement medical coverage per the current resolution (as defined in Section IX (2) above) with ten (10) years of service and the attainment of 55 years of age. Employee must be actively employed by the City in full pay status at time of retirement and meet the qualifying retirement age to obtain medical insurance.

Section 3. Deferred Compensation

The City shall make available a 457 Deferred Compensation Plan that is funded solely by employee contributions. Such plan is available to employees who participate in either the Defined Benefit or Defined Contribution plans. Rules of participation are found in the employer plan documents and as set forth in Section 457 of the Internal Revenue Code.

Section 4. Voluntary 457 Plan Participation for Defined Contribution Plan Participants Only

Effective February 4, 2019, the Employer will match dollar for dollar with the Employee, on a pre-tax basis, contributions to an employee's 457 plan on each payroll as follows: \$20, \$30 or \$40. Employee contributions are not mandatory; however, employees will not receive an identical employer match to one of the amounts listed in this section if they do not contribute. Contributions are not tied to wages and therefore are not subject to overtime, rollup costs on benefits, or any other circumstance that would increase employer costs. The Employer will continue the Employees' previous annual election amount into the next year unless the Employee notifies the Employer by December 1 that they wish to change their election amount. Under no circumstance shall the Employee change their election amount after December 1.

X. TUITION REIMBURSEMENT

The City shall reimburse the cost of tuition at an accredited education institution in accordance with the following:

- A. The course(s) must be related to the job.
- B. Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade of "C" or better, and the submission of a signed affidavit that the amount requested has not been requested or received from another source.
- C. City reimbursement will be for tuition and mandatory fees. Books, supplies, and other expenses will be the employee's responsibility.
- D. Reimbursement will apply to active employees only and will require prior approval by the City Manager. Reimbursement will be limited to five thousand dollars (\$5,000) per person per calendar year.

XI. LIFE INSURANCE

The City shall pay the premium to maintain life insurance in the amount of one and one-half (1 1/2) times the annual salary for employees with less than five (5) years of service, and two (2) times the annual salary for employees with five (5) or more years of service, and who are enrolled in the Defined Benefit Pension Plan.

In lieu of the above-described life insurance benefit, the employer shall pay the premium to maintain a life insurance policy equal to three (3) times the annual salary for employees covered by the defined contribution plan.

Life Insurance Reduction Schedule: Employees who are in full-time active status and who have attained the age of 65 shall have their life insurance reduced by 35%. From and after age 65, employees who remain employed in full-time active status shall receive another reduction of an additional 15% (for a total of 50%) once they have attained the age of 70.

XII. VESTED RIGHTS

The passage of this resolution shall not vest upon any employee the right or expectancy to continue receiving any benefits provided for in this resolution. The City Council expressly reserves the right to amend or repeal this resolution, or any part thereof, at any time.

THIS RESOLUTION WAS ADOPTED BY THE AUBURN HILLS CITY COUNCIL ON AUGUST 28, 1985,

AMENDED BY SAME APRIL 27, 1987, NOVEMBER 23, SEPTEMBER 18, 1989, FEBRUARY 19, 1990, JUNE 17, 1991, DECEMBER 7, 1992, OCTOBER 25, 1993, MARCH 7, JUNE 6, 1994, MARCH 6, 1995, APRIL 20, 1998, APRIL 15, 2002, MARCH 17, 2003, AND MAY 17, 2004.

THIS RESOLUTION WAS ADMINISTRATIVELY AMENDED BY CITY MANAGER RANDALL, JUNE 28, 2005
THIS RESOLUTION WAS ADMINISTRATIVELY EXTENDED BY CITY MANAGER CULPEPPER, AUGUST 25, 2006.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, JANUARY 22, 2007.

THIS RESOLUTION WAS ADMINISTRATIVELY AMENDED BY CITY MANAGER CULPEPPER, DECEMBER 12, 2007.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, FEBRUARY 2, 2009.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, AUGUST 24, 2009.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 6, 2010.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 5, 2011.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 17, 2012.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 16, 2013.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 15, 2014.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, NOVEMBER 23, 2015.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 12, 2016.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 11, 2017.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 12, 2018.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 16, 2019.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 7, 2020.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, NOVEMBER 15, 2021.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, NOVEMBER 28, 2022.

THIS RESOLUTION WAS AMENDED BY THE AUBURN HILLS CITY COUNCIL, DECEMBER 4, 2023.

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

RESOLUTION ADOPTED

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of "2024 Resolution - Benefits for Non-Union Personnel" as adopted and made effective January 1, 2024 through December 31, 2024 by the Auburn Hills City Council.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 4th day of December, 2023.

Laura M. Pierce, City Clerk

ATTACHMENT E

Bids were received and Highway Maintenance was the only bid. They have over 50 years of experience and have done many projects of this nature for the city in the past. The bid breakdown (exhibit 2) gives a detailed breakdown of the bid and shows that the project will cost \$28,080.00 for Waukegan and \$66,320.00 for Commonwealth, totaling \$94,400.00. Funds are available in the following accounts: 202-452-935.000-ASPHALTMAINT (Waukegan) and 203-453-935.000-ASPHALTMAINT (Commonwealth).

STAFF RECOMMENDATION

Staff recommends awarding the contract for the 2024 Asphalt Maintenance program to Highway Maintenance & Construction Co. of Romulus, Michigan for a total cost of \$94,400.00 to be paid from the accounts listed above.



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 5A

CITY CLERK'S OFFICE

To: City Council
From: Brian W. Marzolf, Mayor; Laura M. Pierce, City Clerk
Submitted: January 4, 2024
Subject: Motion – To confirm the reappointment of Rolanda Peet to the Election Commission.

INTRODUCTION AND HISTORY

Please consider confirming the following reappointment to serve a four-year term on the Election Commission.

Name	Board	Term Ending Date
Rolanda Peet	Election Commission	December 31, 2027

MOTION

Move to confirm the reappointment of Rolanda Peet to the Election Commission to serve a four-year term ending December 31, 2027.



22 SEP 2 4:28 PM

**CITY OF AUBURN HILLS
CITY CLERK'S OFFICE**

1827 N. Squirrel Rd., Auburn Hills MI 48326

Phone: 248.370.9402 Fax: 248.364.6719

CityClerk@auburnhills.org

www.auburnhills.org/cityboards

**APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS**

NAME: Reet Rolander V
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 924 Polo Place Auburn Hills, MI 48326 (248) 736-4747
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: mrspeet1@gmail.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 8 ARE YOU A U.S. CITIZEN: yes

DO YOU WORK IN AUBURN HILLS? No LENGTH OF TIME EMPLOYED IN AUBURN HILLS: _____

If you work in Auburn Hills, please list the name and address of the business:

(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: Election Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)

I previously worked in the Clerk's Office at the City of Auburn Hills as a Voter Registration Clerk, and also worked during many elections therefore I am familiar with the voting process.

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)

COOK-Nelson Post 20 American Legion Women's Auxiliary.

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

A. Reet 8/31/2022
(Signature) (Date)



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 5B

CITY CLERK'S OFFICE

To: City Council
From: Brian W. Marzolf, Mayor; Laura M. Pierce, City Clerk
Submitted: January 4, 2024
Subject: Motion – To confirm the appointment of Timothy Carrier to the Election Commission.

INTRODUCTION AND HISTORY

Please consider confirming the following appointment to serve a four-year term on the Election Commission.

Name	Board	Term Ending Date
Timothy Carrier	Election Commission	December 31, 2027

MOTION

Move to confirm the appointment of Timothy Carrier to the Election Commission to serve a four-year term ending December 31, 2027.



**CITY OF AUBURN HILLS
CITY CLERK'S OFFICE**

1827 N. Squirrel Rd., Auburn Hills MI 48326

Phone: 248.370.9402 Fax: 248.364.6719

CityClerk@auburnhills.org

www.auburnhills.org/cityboards

**APPLICATION FOR APPOINTMENT TO
BOARDS AND COMMISSIONS**

NAME: Carrier Timothy D.
(Please Print) (Last) (First) (Middle Initial)

HOME ADDRESS: 2977 Churchill Rd. Auburn Hills, MI 48326 (248) 214-0054
(Number/Street) (City/Zip) (Phone)

EMAIL ADDRESS: timc969@yahoo.com

HOW LONG HAVE YOU LIVED IN AUBURN HILLS? 12 years ARE YOU A U.S. CITIZEN: Yes

DO YOU WORK IN AUBURN HILLS? Yes LENGTH OF TIME EMPLOYED IN AUBURN HILLS: 12

If you work in Auburn Hills, please list the name and address of the business:

self-employed 2977 Churchill Rd. (248) 214-0054
(Business Name) (Number/Street) (Phone)

PLEASE LIST WHICH BOARD/COMMISSION YOU ARE INTERESTED IN: Election Commission

WHAT SPECIALTIES/EXPERIENCE/EDUCATION DO YOU BRING TO THIS BOARD/COMMISSION:
(Attach additional sheet if necessary)

Bachelor of Accounting from Walsh College in 1991.

LIST ANY CIVIC/COMMUNITY ACTIVITIES THAT ARE YOU INVOLVED IN:
(Attach additional sheet if necessary)

Served on city council and TIFA board from November, 2021 to November, 2023

Please return this form to the City Clerk's Office at the above address for processing. This information will be provided to the City Council, on a public agenda, for the use in making appointment to the various Boards and Commissions at the City Council Meeting.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Timothy D Carrier, 12/26/23



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 7A1

TAX INCREMENT FINANCE AUTHORITY

**“Not Yet Approved”
CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY INFORMATIONAL MEETING**

December 12, 2023

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:02 PM.

ROLL CALL: Present: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
Absent: Waltenspiel
Also Present: Brandon Skopek, Assistant City Manager / TIFA Executive; Andrew Hagge, Management Assistant; Devin Lang, Construction Coordinator / Assistant to the Community Development Director
Guests: None

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

PERSONS WISHING TO BE HEARD

None.

REVIEW OF PROJECTS COMPLETED OVER THE LAST YEAR

Mr. Skopek reviewed the list of completed TIFA projects in each TIF District in fiscal year 2023.

FISCAL YEAR 2022 PLANS

Mr. Skopek reviewed the project plans for each TIF District in fiscal year 2024.

ADJOURNMENT

Moved by Mr. Goodhall to adjourn the TIFA Informational Meeting.

Seconded by Mr. Moniz

Yes: Kneffel, Moniz, Goodhall, Gudmundsen, Eldredge, Fletcher

No: none

Motion carried

The TIFA Informational Meeting adjourned at 4:20 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Management Assistant



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 7A2

TAX INCREMENT FINANCE AUTHORITY

**“Not Yet Approved”
CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY MEETING**

December 12, 2023

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:20 PM.

ROLL CALL: Present: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
Absent: Waltenspiel
Also Present: Brandon Skopek, Assistant City Manager / TIFA Executive Director; Andrew Hagge, Management Assistant; Devin Lang, Construction Coordinator / Assistant to the Community Development Director
Guests: None

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

PERSONS WISHING TO BE HEARD

None.

APPROVAL OF MINUTES

A. TIFA Informational Meeting Minutes – November 14, 2023

There was no discussion on the approval of the minutes.

Moved by Mr. Goodhall to approve the TIFA Board of Directors Informational Meeting Minutes from November 14, 2023, as presented.

Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: none

Motion carried

B. TIFA Regular Meeting Minutes – November 14, 2023

There was no discussion on the approval of the minutes.

Moved by Mr. Goodhall to approve the TIFA Board of Directors Regular Meeting Minutes from November 14, 2023, as presented.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: none

CONSENT AGENDA

- A. FY 2023 Adopted Budget and YTD Summary – October 31, 2023
- B. FY 2023 Year-End Budget Amendments

RESOLVED: To receive and file the financial report for the period ending November 30, 2023

Moved by Mr. Moniz to approve the Consent Agenda.

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: none

Motion carried

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. Bid Award for the Demolition of 3257 Auburn Road

Mr. Skopek presented the agenda item related to the demolition of 3257 Auburn Road to the TIFA Board. Mr. Skopek brought the Board up to speed with this project, stating that the City closed on this property on October 26, 2023. Additionally, Mr. Skopek noted to the Board that the City has used this bid-winning contractor before during the demolition of the Seyburn mansion. The TIFA Board inquired about a few aspects related to this project. Those inquiries included the property line encroachment, the previous use of 3257 Auburn Road prior to demolition, and if the property had a well that would have to be addressed during demolition. Mr. Skopek stated that the property lines between 3257 Auburn Road and their neighbor have been resolved, and that the previous use of 3257 Auburn Road was residential but is now vacant. Additionally, Mr. Lang stated that a well was not found at the property during the due diligence period.

Moved by Mr. Moniz to award the bid for demolition activities at 3257 Auburn Road to Falcon Demolition, LLC, 1087 E. Lake Road, Clio, Michigan 48420, in the not to exceed amount of \$28,900. Furthermore, authorize a budget amendment increasing appropriations by \$28,900 in the 2024 TIF-A budget for the work that is to be conducted.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: None

Motion Carried

B. Election of Officers

Mr. Skopek called for nominations for 2024 Chairperson of the TIFA Board of Directors. Mr. Kneffel was nominated by Dr. Eldredge. Nomination was supported by Mr. Goodhall. Mr. Skopek called roll, there were no objections or further nominations.

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: None

Motion Carried

Chairman Kneffel called for nominations for the 2024 Vice Chairperson of the TIFA Board of Directors. Mr. Moniz was nominated by Mr. Kneffel. The nomination was supported by Dr. Eldredge. Mr. Kneffel called roll, there were no objections or further nominations.

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: None

Motion Carried

Chairman Kneffel called for nominations for the 2024 Secretary of the TIFA Board of Directors. Mr. Goodhall was nominated by Mr. Moniz. The nomination was supported by Mr. Gudmundsen. Mr. Kneffel called roll, there were no objections or further nominations.

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: None

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Skopek provided the latest update to the TIFA Board regarding the Cantina El Dorado restaurant and their liquor license, which they have leased from the TIFA Board. Mr. Skopek shared with the Board that he spoke with the restaurant's representative, and the representative shared that the Michigan Liquor Control Commission (MLCC) has identified a deficiency in the agreement between the restaurant and the TIFA Board. To resolve this situation, Mr. Skopek stated that he would have to schedule a meeting with the MLCC, which would include the city attorney, Derk Beckerleg.

BOARD MEMBER COMMENTS

The TIFA Board inquired about the upcoming downtown parking study, snow removal in the downtown area, and alternative water solutions to the splash pad. Mr. Skopek stated that he has a meeting scheduled with the parking consultant to review some of their findings and that a report would be shared with the TIFA Board when available. Mr. Skopek and Mr. Lang stated that downtown merchants would still be responsible for clearing snow directly in front of their business, and that the Auburn Hills' Department of Public Works would clear the snow once it was pushed to the planter boxes. Finally, regarding the splash pad, the TIFA Board asked if the city could explore alternative water uses regarding the splash pad. Due to the costs of running the splash pad, the TIFA Board inquired about the possibility to recycle some of that water that is used by the splash pad or if the city could pull water from the nearby Clinton River for the splash pad. Mr. Skopek stated that the city will explore alternatives related to the splash pad and share those alternatives with the TIFA Board.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, January 9, 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 Mr. Goodhall to adjourn the TIFA Board meeting.

Seconded by Mr. Moniz

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 4:57 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Management Assistant



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 7B

FINANCE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Salvatore Vittone, Deputy Treasurer
Submitted: December 19, 2023
Subject: Motion – Approve I.T. Services Agreement with Oakland County and remove credit/debit card payments

INTRODUCTION AND HISTORY

Since December of 2010, the City of Auburn Hills has partnered with Oakland County for our online payment solution. In November of 2023, the City switched to InvoiceCloud. InvoiceCloud is a third-party payment solution that was brought before Council on June 19, 2023, for approval. InvoiceCloud offers residents more options to pay their bills. Due to this change, we have removed the online pay portals supported by the Oakland County I.T. Service Agreement. This change requires a renewal of our I.T. Service Agreement with the County.

In order to properly remove the service, City Council needs to pass a resolution allowing the City to renew the contract with the County with the indicated change. City Attorney Beckerleg has looked over the contract and finds it acceptable. A copy of the contract has been included in the packet.

STAFF RECOMMENDATION

It is recommended that City Council approve the attached resolution allowing the City to renew the I.T. Service Agreement contract in order to have the same continued support from Oakland County removing only the online payment support.

MOTION

Move to allow the City to renew the I.T. Services Agreement with Oakland County and to remove online payments.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 9A

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Stephen Baldante, Director of Public Works
Submitted: January 4, 2024
Subject: Motion – To allow the Director of Public Works to execute a Memorandum of Understanding with Consumers Energy

INTRODUCTION AND HISTORY

The city has been working with Consumers Energy on project planning for the upcoming year. During that planning, it has been determined that the city will need access to a parcel of land (parcel # 14-25-426-002) owned by Consumers Energy that is an integral part of some of the city's upcoming projects. These projects include the Residences at River trail project and a 10-foot-wide walking path. The Residences at River Trail project will include 11 multi-story buildings comprised of a total of 95 2-bedroom residential units. The proposed pathway will include a 10-foot-wide walking path that will extend from Old Adams Road through the site to the southwest corner of the development. As part of the Auburn Hills Riverwalk Master Plan, the city plans to extend the pathway from that location through the adjacent property to the south (Consumers Energy parcel) and construct a pedestrian bridge over the Clinton River to connect River Woods Park to Old Adams Road. Ideally, the city desired a perpetual easement for the pathway running through the Consumers Energy property, but this is not something they are willing or able to convey and therefore, the city is satisfied with Consumers Energy granting to the city a 25-year pathway licensing agreement for the portion on their property. In addition, the city is seeking a utility water main easement for the Residences at River Trail project. The city currently has a sanitary easement going through Consumers Energy property which will need to be expanded in order to add the water main to support the new development. In return, Consumers Energy is looking to obtain an easement for a gas line installation located at 1500 Brown Road where the Department of Public Works building resides. The proposed easement is a 20' easement located on city property and will allow for the installation of an 8" gas line to support the General Motors expansion taking place at 4555 Giddings Road.

With planning for the city's projects not yet complete, city staff have created a Memorandum of Understanding (MOU) that highlights both parties' obligations for the proposed projects. This MOU is a binding agreement with both parties understanding each other's project needs. Exhibit A contains the details and legal description of the easement Consumers Energy is seeking from the city for their gas line installation. Exhibit B is included in the folder to show the proposed location of the pathway licensing agreement while Exhibit C shows the approximate location of the water main easement that the city is looking to obtain. Exhibit D is a copy of the Pathway Licensing Agreement being offered by Consumers Energy. Lastly, a copy of the Memorandum of Understanding between the city and Consumers Energy is included in the packet.

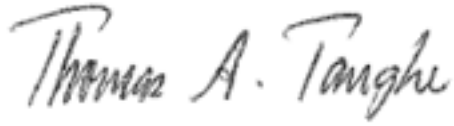
STAFF RECOMMENDATION

Staff recommends allowing the Director of Public Works to execute a Memorandum of Understanding between the City and Consumers Energy for the proposed easement requests and pathway licensing agreement.

MOTION

Move to allow the Director of Public Works to execute a Memorandum of Understanding with Consumers Energy, which shall include the licensing agreement with the provisions proposed by the City Attorney and attached as Exhibit D.

I CONCUR:

A handwritten signature in cursive script that reads "Thomas A. Tanghe". The ink is dark and the signature is fluid.

THOMAS A. TANGHE, CITY MANAGER

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into on January 4, 2024, by and between the City of Auburn Hills ("city") and Consumers Energy, a public company headquartered at One Energy Plaza, Jackson, MI 49201.

The purpose of this MOU is to set forth certain obligations between the parties with respect to property located at parcel # 14-25-426-002 which is owned by Consumers Energy, and 1500 Brown Road, Auburn Hills, MI 48326 which is owned by the city.

Consumers Energy has requested an easement from the city for the installation of a gas line to supply gas to the new GM facility located at 4555 Giddings Road, Lake Orion, MI 48359. The easement request crosses city property located at 1500 Brown Road, Auburn Hills, MI 48326, which is the location of the city's Department of Public Works. The easement request is located at the north end of the property abutting the Brown Road right-of-way. The details of the requested easement are attached as Exhibit A.

The city has requested a 25-year license from Consumers Energy as contained in this Licensing Agreement (Exhibit D) for the installation and maintenance of a pathway which will cross a small section of Consumers Energy property in the north-west corner of parcel # 14-25-426-002. The estimated location of the required property for the license and the Licensing Agreement are attached as Exhibit B.

The city is seeking to allow an additional 10 feet west to the existing utility easement via amendment of existing easement for the installation and maintenance of a water main located at parcel # 14-25-426-002 which is owned by Consumers Energy.

The following are the obligations of the city and Consumers Energy:

The city will approve, upon review, an easement request as contained in the attached Exhibit A (Easement for Pipelines) from Consumers Energy for the installation and maintenance of pipeline(s) to be installed at the city owned property located at 1500 Brown Road, Auburn Hills, MI 48326. The details of the easement request are attached as Exhibit A.

Consumers Energy will approve, upon review, a pathway license pursuant to the attached Licensing Agreement (Exhibit D) for a period of 25 years for the installation and maintenance of a 14-foot-wide non-motorized pathway located in the north-west section of parcel 14-25-426.002, and as shown in Exhibit B. Once the design of the pathway and required permits have been obtained, Consumers Energy will approve, upon review, the license pursuant to the Licensing Agreement. The pathway Licensing Agreement is attached as exhibit D.

Consumers Energy will grant an amendment to the existing utility easement, upon review, for the installation of a water main located at parcel # 14-25-426-002. The city currently has a sanitary easement with Consumers Energy and the city will look to expand the size of the easement to have one crossing location on parcel # 14-25-426-002. The proposed area of the city requested easement is attached as exhibit C. The City's granting of the easement to Consumers Energy for the installation of the gas line is contingent and conditional upon Consumers Energy granting the 25-year license to the City for the pathway and granting to the City the Utility Easement.

A. Miscellaneous. This MOU may only be amended or modified at any time in writing by the mutual written consent of both Parties. Any notice or communication required or permitted under this MOU must be given in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as a Party may have furnished to the other Party in writing. This MOU will be governed by and construed in accordance with the laws of the State of Michigan. Neither Party may assign or transfer the responsibilities or agreement made herein.

B. Nature of MOU. This MOU is a binding agreement.

C. This MOU may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this MOU, including this MOU, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

Date: Jan 4, 2024

Consumers Energy, a Michigan corporation

Signature

By: Robert J. Bourgeois
Print Name

Its: Land Management, Supervisor
Title

Date: _____

City of Auburn Hills, a Michigan municipal corporation

Signature

By: _____
Print Name

Its: _____
Title

Exhibit A

EASEMENT FOR PIPELINES

SAP# 1066600425
Design# 11537316
Agreement# MI00000074761

CITY OF AUBURN HILLS, a Michigan municipal corporation, whose address is 1827 North Squirrel Road, Auburn Hills, Michigan 48057 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] **grants and warrants to**

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Auburn Hills, County of Oakland, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned; provided that the provisions of this paragraph shall not apply to the existing buildings, septic systems, drain fields, fuel tanks, ponds, swimming pools, lakes, pits, wells, foundation, engineering works and structures (hereinafter "Permitted Improvement").

Exhibit A (continued)

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore to a condition that is reasonably practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this Easement; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this Easement.

Indemnity: Consumers shall indemnify, defend, and hold Owner harmless from and against any liability for personal injuries or property damage to the extent proximately caused by Consumers' negligent acts or omissions in performing work within the Easement Area -or- on Owner's Land pursuant to this Easement.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

SIGNATURE PAGE TO FOLLOW

Exhibit A (continued)

Date: _____

Owner: CITY OF AUBURN HILLS, a Michigan municipal corporation

Signature _____

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____, _____ of the City of Auburn Hills, a
Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name _____

County, _____

Acting In _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:
Justin Latimer
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole ~~Corts~~ 10/26/23, P24-720
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Nicole ~~Corts~~ 12/5/23

REGISTER OF DEEDS OFFICE USE
ONLY
Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Exhibit A (continued)

EXHIBIT A

Owner's Land

Land situated in the City of Auburn Hills, County of Oakland, State of Michigan:

That part of the Northwest 1/4 of Section 3, Town 3 North, Range 10 East, described as: Beginning at the Northwest corner Section 3; thence South 02°24'16" East 902.83 feet; thence North 89°14'10" East 200.46 feet; thence North 23°54'20" 278.92 feet; thence North 60°26'20" East 200.79 feet; thence North 86°53'10" East 46.76 feet; thence North 53°59'35" 177.00 feet; thence North 18°22'20" East 277.49 feet; thence North 00°07'20" West 118.52 feet; thence North 02°24' West 93.00 feet; thence South 87°24'55" West 799.93 feet to the Beginning.

Also known as: 1500 Brown Road, Auburn Hills, Michigan 48326

Parcel ID: 02-14-03-100-027

Exhibit A (continued)

EXHIBIT B

Easement Area

A 20.00-foot-wide strip of land, being 10.00 feet on each side of the centerline of the pipeline constructed on Owner's Land centerline to be located approximately as shown in the attached drawing.

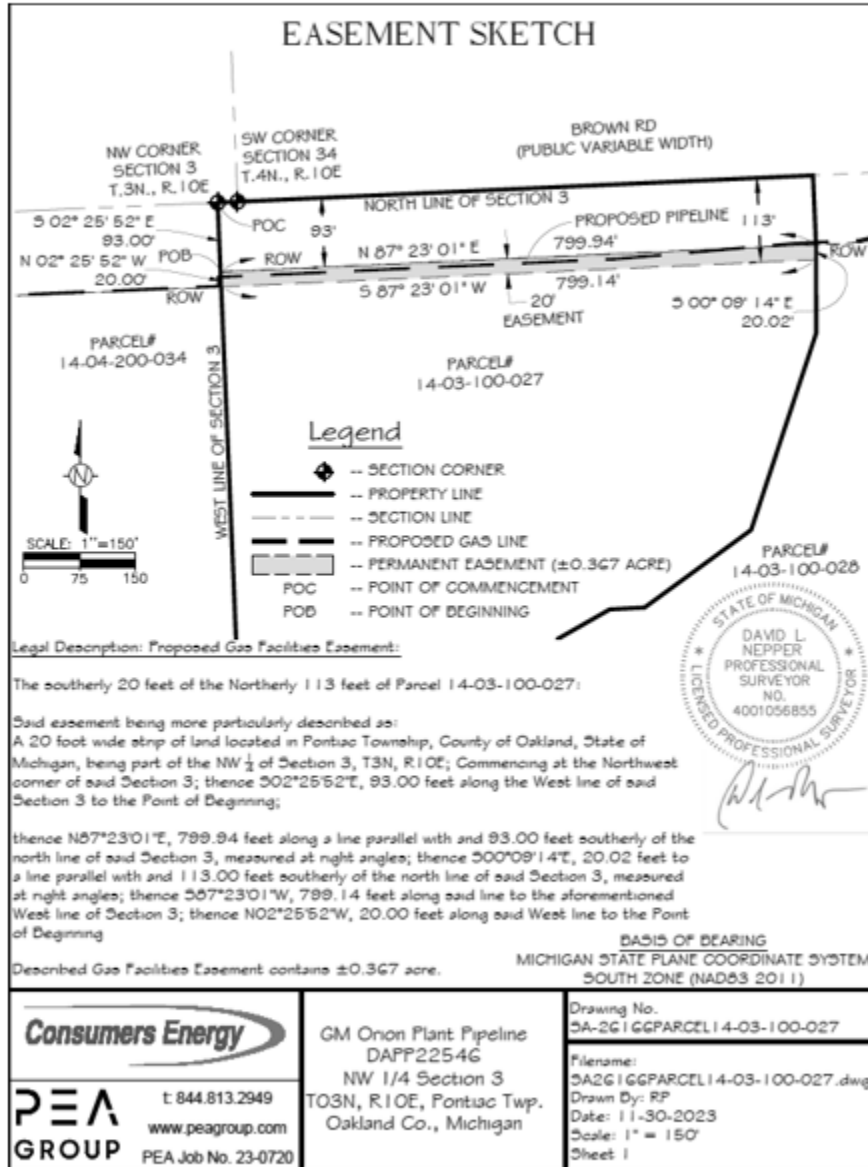


EXHIBIT -CONTINUED

Exhibit A (continued)

Easement Area

Legal Description: Proposed Gas Facilities Easement:

The southerly 20 feet of the Northerly 113 feet of Parcel 14-03-100-027:

Said easement being more particularly described as:

A 20 foot wide strip of land located in Pontiac Township, County of Oakland, State of Michigan, being part of the NW 1/4 of Section 3, T3N, R10E; Commencing at the Northwest corner of said Section 3; thence S02°25'52"E, 93.00 feet along the West line of said Section 3 to the Point of Beginning;

thence N87°23'01"E, 799.94 feet along a line parallel with and 93.00 feet southerly of the north line of said Section 3, measured at right angles; thence S00°09'14"E, 20.02 feet to a line parallel with and 113.00 feet southerly of the north line of said Section 3, measured at right angles; thence S87°23'01"W, 799.14 feet along said line to the aforementioned West line of Section 3; thence N02°25'52"W, 20.00 feet along said West line to the Point of Beginning

Described Gas Facilities Easement contains ±0.367 acre.

Exhibit B

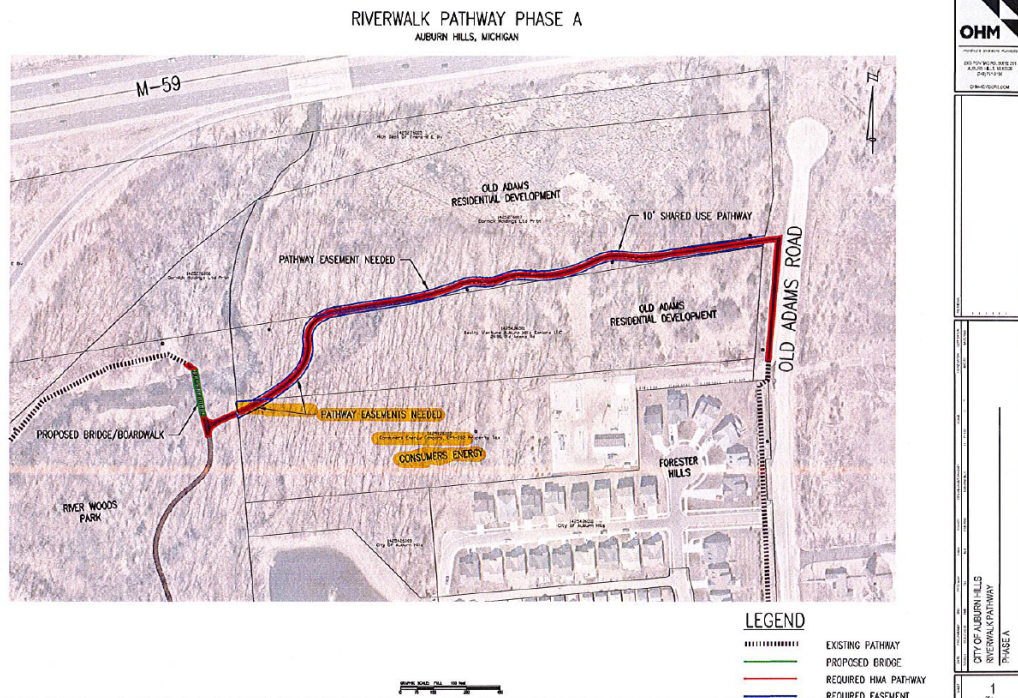
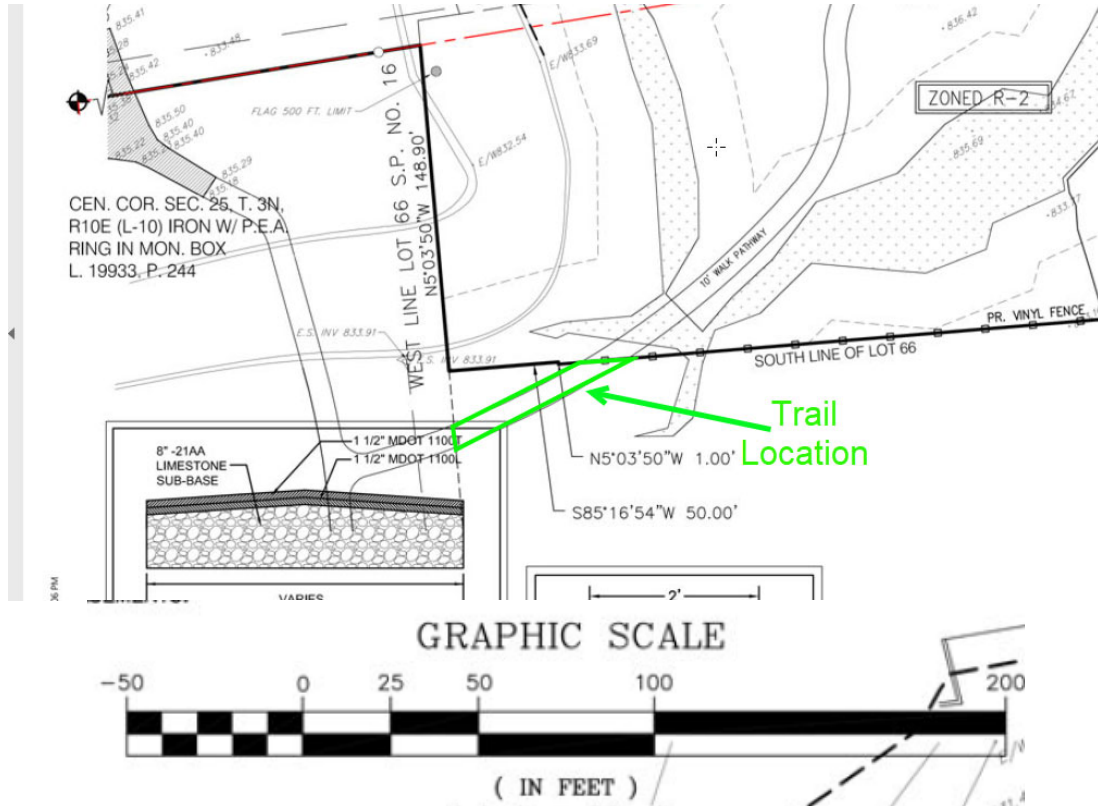


Exhibit D



LICENSE AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 201____, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, "Consumers", and _____, a Michigan municipal corporation, _____ "Licensee".

In consideration of Licensee's promises contained in this Agreement, Consumers grants to Licensee, on the terms and conditions set forth below, a license in a ____-foot-wide strip of land ("the licensed premises") across Consumers' land in the _____ of _____, _____ County, Michigan described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining a public trail ____ feet in width to convey trail users across Consumers' land, of which the licensed premises are a part, either on foot or by means of non-motorized bicycles. The location of the licensed premises will be defined during the design plan approval process specified in paragraph 6 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay Consumers the sum of \$ 100.00 per year, payable annually.
2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and Consumers shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse Consumers in the amount of any increase in real or personal property taxes or assessments resulting from the trail improvements Licensee places on the licensed premises pursuant to this License, payable 30 days after Licensee receives an invoice from Consumers for any such increase. Licensee shall reimburse Consumers for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the licensed premises. Licensee shall not permit any construction lien to attach to the licensed premises by reason of any improvements made or work performed at the licensed premises.
3. Consumers shall at all times while this Agreement is in effect have the right to use the licensed premises for any purpose regardless of whether the use interferes and shall attempt to minimize interference with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric and gas utility facilities on, over, under, and across the licensed premises or the adjoining land, the removal, trimming, and controlling in any manner, including by chemical spraying, of any or all trees, brush, and other vegetation now or hereafter growing on the licensed premises or the adjoining land. Consumers shall have the right to grant to third parties the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the licensed premises or the adjoining land, provided the same doesn't interfere with Licensee's use under this agreement. Consumers shall have no obligation to refrain from using, or to modify the manner of its use of, the licensed premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the licensed premises pursuant to this Agreement. Consumers shall have the right of access to the licensed premises at any time, and Licensee shall construct and locate any and all fences and barricades Consumers permits on the licensed premises so as not to interfere with Consumers' use of the licensed premises or the adjoining land. In using the licensed premises or the adjoining land, Consumers shall not be responsible to Licensee for any damage to Licensee's improvements on the licensed premises resulting from Consumers' use of the licensed premises or the adjoining land for permitted purposes. Consumers may require Licensee to temporarily close the trail for such periods as Consumers deems necessary or desirable in connection with its use of the licensed premises or the adjoining land with said temporary closures to be for the shortest periods possible. If requested by Consumers, Licensee shall post public notices of such closing and shall place postings and barricades at designated places along the trail, and Licensee shall be responsible to take appropriate action to enforce the closing, including action to remove trespassers.

4. Consumers shall have the right at any time and for any reason it deems appropriate, in its sole

Exhibit D (continued)

~~reasonable~~ discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the licensed premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date Consumers specifies, which shall be not less than 90 days from the date Consumers notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, Consumers shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the licensed premises or the adjoining land, in which event Licensee shall be responsible to reimburse Consumers for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by Consumers by offering to pay Consumers for the additional costs and expenses Consumers would incur if Licensee did not make the relocation, which offer Consumers may accept or reject in its sole discretion.

5. Licensee shall post signs provided by Consumers in such places on the licensed premises as specified by Consumers identifying the licensed premises as being owned and/or provided for use by Consumers.

6. Licensee shall not commence any work on the licensed premises until Consumers has approved Licensee's final design plan for the trail. At least 45 days prior to the date Licensee desires to commence work on the licensed premises, Licensee shall submit the final design plan for the trail to _____, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. The trail plan shall show the location of the trail across Consumers' land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the licensed premises. Approval of the design plan shall be within Consumers' ~~sole-reasonable~~ discretion, ~~and Consumers may withhold approval of such plan for any reason.~~ If Consumers determines, in its ~~sole-reasonable~~ discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility facilities on the licensed premises or the adjoining land to be modified, Consumers will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design plan or to pay Consumers in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience Consumers. If Consumers approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the licensed premises from the approved plan without Consumers' prior written approval.

7. Licensee shall not locate the edge of the trail within 10 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

9. Licensee shall take all measures that Consumers, in its opinion, deems necessary to restrict use of the trail to non-motorized bicycles and pedestrian foot traffic.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by Consumers to prevent trail users from having access to existing or future utility facilities on the licensed premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the licensed premises.

13. Licensee shall not store any materials on, over, or under the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

14. Licensee's use of the licensed premises shall at no time create any condition on the licensed

Exhibit D (continued)

premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation or digging on the Premises, even for installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

16. Licensee's use of the licensed premises shall not in any way affect or interrupt the continuity of service as now or hereafter provided by the utility facilities on the licensed premises or the adjoining land.

17. Licensee shall protect all utility facilities as now or hereafter located on the licensed premises or on the adjoining land by erecting and maintaining barricades or other suitable means of protection as Consumers, in its sole discretion, deems to be required.

18. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall operate between the lines. Dump trucks shall not lift their beds under any electric line.

19. Licensee shall not perform any digging or grading within 15 feet of any tower leg or within 10 feet of any pole and pipeline without Consumers' prior consent, the granting or withholding of which shall be within Consumers' sole discretion. Licensee shall obtain Consumers' permission to excavate within 15 feet of any tower leg or a point where a guy enters the ground or within 10 feet of any wood or steel pole structure. Consumers may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

20. All excavations Licensee makes on the licensed premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without Consumers' consent, the granting or withholding of which shall be within Consumers' sole discretion. No fill shall be placed within 20 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbed areas following construction activities in accordance with Consumers' specifications.

21. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the licensed premises and shall otherwise comply with all applicable laws, rules, and regulations.

22. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the licensed premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the licensed premises or the adjoining land.

23. Licensee shall not dispose or suffer to be disposed of any waste material on Consumers' land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on Consumers' land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. If use of Consumers' land as permitted in this Agreement results in the presence on or under Consumers' land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq;

Exhibit D (continued)

the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to Consumers, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore Consumers' land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of Consumers' land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Consumers' land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. Additionally, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Consumers' land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the licensed premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of Consumers' land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

24. In the event that Licensee at any time discovers or otherwise learns of the existence on Consumers' land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify Consumers thereof. Licensee shall also promptly notify Consumers of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on Consumers' land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to Consumers' Environmental Department, 1945 West Parnall Road, Jackson, Michigan 49201, 517-788-2986.

25. Licensee accepts the licensed premises in their present condition and acknowledges that Consumers has made no representations as to the condition thereof. Consumers shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the licensed premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the licensed premises and to comply with the provisions of this Agreement. Licensee agrees to indemnify and hold Consumers, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, Consumers' negligence, the negligence of both Consumers and Licensee, the negligence of any other person, or otherwise, except for Consumers' sole

Exhibit D (continued)

negligence; provided that the City's indemnification obligation pursuant to this paragraph shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish the City's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

26. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance with a minimum limit of \$1 million each occurrence. Said policy shall: (a) be written on an "occurrence" form basis; (b) include Consumers Energy Company, its directors, officers and employees as an additional insured; (c) include contractual liability; and (d) be primary and noncontributory to any insurance or self-insurance maintained by the additional insureds. Prior to use of the Premises and on or before each insurance policy renewal date Licensee shall submit a Certificate of Liability insurance to Consumers Energy Company, Corporate Insurance Department via InsuranceCertificates@cmsenergy.com. The Certificate of Liability Insurance must designate that the policy includes the required additional insureds. Licensee shall provide immediate notice to Consumers if it receives any notice of cancellation or nonrenewal from its insurer.

27. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the licensed premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Consumers harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise, except for Consumers' sole negligence. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured.

28. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

29. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by Consumers or its predecessors in title in the licensed premises and to any such interest reserved to other parties in instruments granted to Consumers or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of Michigan Electric Transmission Company pursuant to an Amended and Restated Easement Agreement dated April 29, 2002. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

30. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 30 days written notice of termination; provided, however, that Consumers agrees not to terminate this Agreement for a period of 25 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from Consumers of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond Consumers' reasonable control.

Exhibit D (continued)

Notice of termination to Consumers shall be given to: Robert Bourgeois, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. Notice of termination to Licensee shall be given to Tom Tanghe, City Manager, 1827 N. Squirrel Rd., Auburn Hills, MI 48326. Either Consumers or Licensee may change the designated address or addressee for such notice by notifying the other of such change.

31. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the licensed premises. If Licensee fails to do so, Consumers shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the licensed premises, and shall remove such improvements if so requested by Consumers. If Consumers requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse Consumers for the cost of such removal, on demand from Consumers.

32. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

33. This License may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License, including this License, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, Consumers and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

CONSUMERS ENERGY COMPANY

By: _____

By: _____

Dated: _____

Dated: _____

EASEMENT FOR PIPELINES

SAP# 1066600425
Design# 11537316
Agreement# MI00000074761

CITY OF AUBURN HILLS, a Michigan municipal corporation, whose address is 1827 North Squirrel Road, Auburn Hills, Michigan 48057 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Auburn Hills, County of Oakland, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned; provided that the provisions of this paragraph shall not apply to the existing buildings, septic systems, drain fields, fuel tanks, ponds, swimming pools, lakes, pits, wells, foundation, engineering works and structures (hereinafter "Permitted Improvement").

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore to a condition that is reasonably practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this Easement; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this Easement.

Indemnity: Consumers shall indemnify, defend, and hold Owner harmless from and against any liability for personal injuries or property damage to the extent proximately caused by Consumers' negligent acts or omissions in performing work within the Easement Area -or- on Owner's Land pursuant to this Easement.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

SIGNATURE PAGE TO FOLLOW

Date: _____

Owner: CITY OF AUBURN HILLS, a Michigan municipal
corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____, _____ of the City of Auburn Hills, a
Date Name Title

Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Justin Latimer
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole Corts 10/26/23, P24-720
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Nicole Corts 12/5/23

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Auburn Hills, County of Oakland, State of Michigan:

That part of the Northwest 1/4 of Section 3, Town 3 North, Range 10 East, described as: Beginning at the Northwest corner of Section 3; thence South 02°24'16" East 902.83 feet; thence North 89°14'10" East 200.46 feet; thence North 23°54'20" East 278.92 feet; thence North 60°26'20" East 200.79 feet; thence North 86°53'10" East 46.76 feet; thence North 53°59'35" East 177.00 feet; thence North 18°22'20" East 277.49 feet; thence North 00°07'20" West 118.52 feet; thence North 02°24'10" West 93.00 feet; thence South 87°24'55" West 799.93 feet to the Beginning.

Also known as: 1500 Brown Road, Auburn Hills, Michigan 48326

Parcel ID: 02-14-03-100-027

EXHIBIT B

Easement Area

A 20.00-foot-wide strip of land, being 10.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

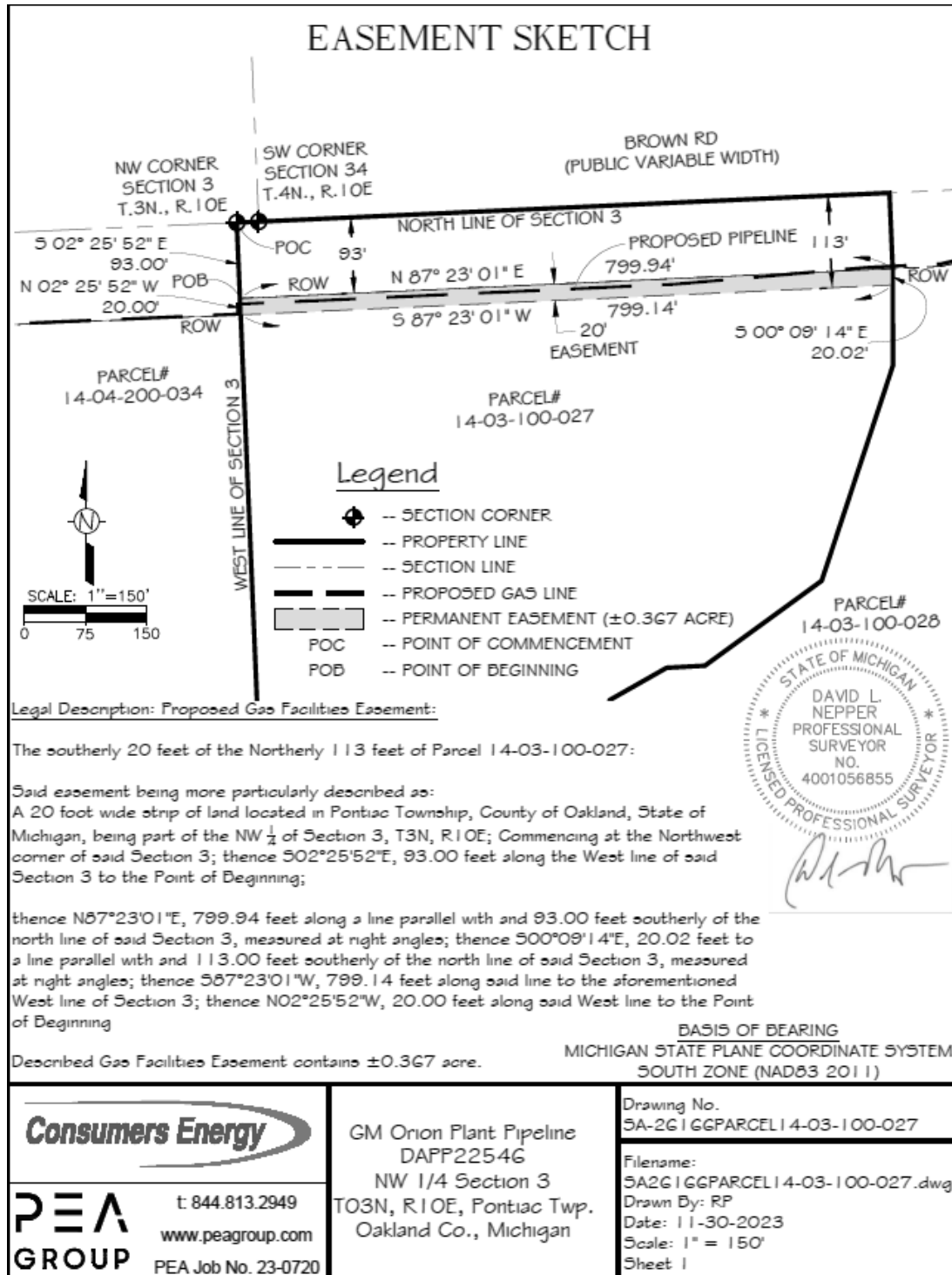


EXHIBIT -CONTINUED

Easement Area

Legal Description: Proposed Gas Facilities Easement:

The southerly 20 feet of the Northerly 113 feet of Parcel 14-03-100-027:

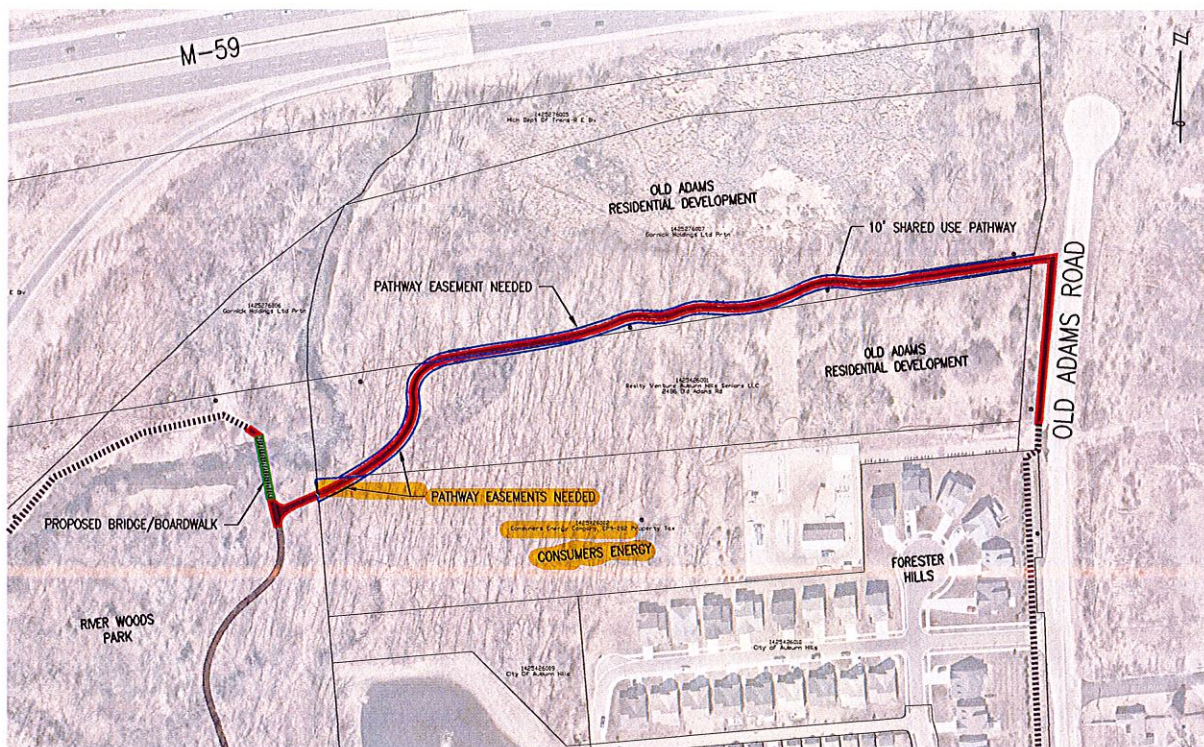
Said easement being more particularly described as:

A 20 foot wide strip of land located in Pontiac Township, County of Oakland, State of Michigan, being part of the NW $\frac{1}{4}$ of Section 3, T3N, R10E; Commencing at the Northwest corner of said Section 3; thence S02°25'52"E, 93.00 feet along the West line of said Section 3 to the Point of Beginning;


thence N87°23'01"E, 799.94 feet along a line parallel with and 93.00 feet southerly of the north line of said Section 3, measured at right angles; thence S00°09'14"E, 20.02 feet to a line parallel with and 113.00 feet southerly of the north line of said Section 3, measured at right angles; thence S87°23'01"W, 799.14 feet along said line to the aforementioned West line of Section 3; thence N02°25'52"W, 20.00 feet along said West line to the Point of Beginning

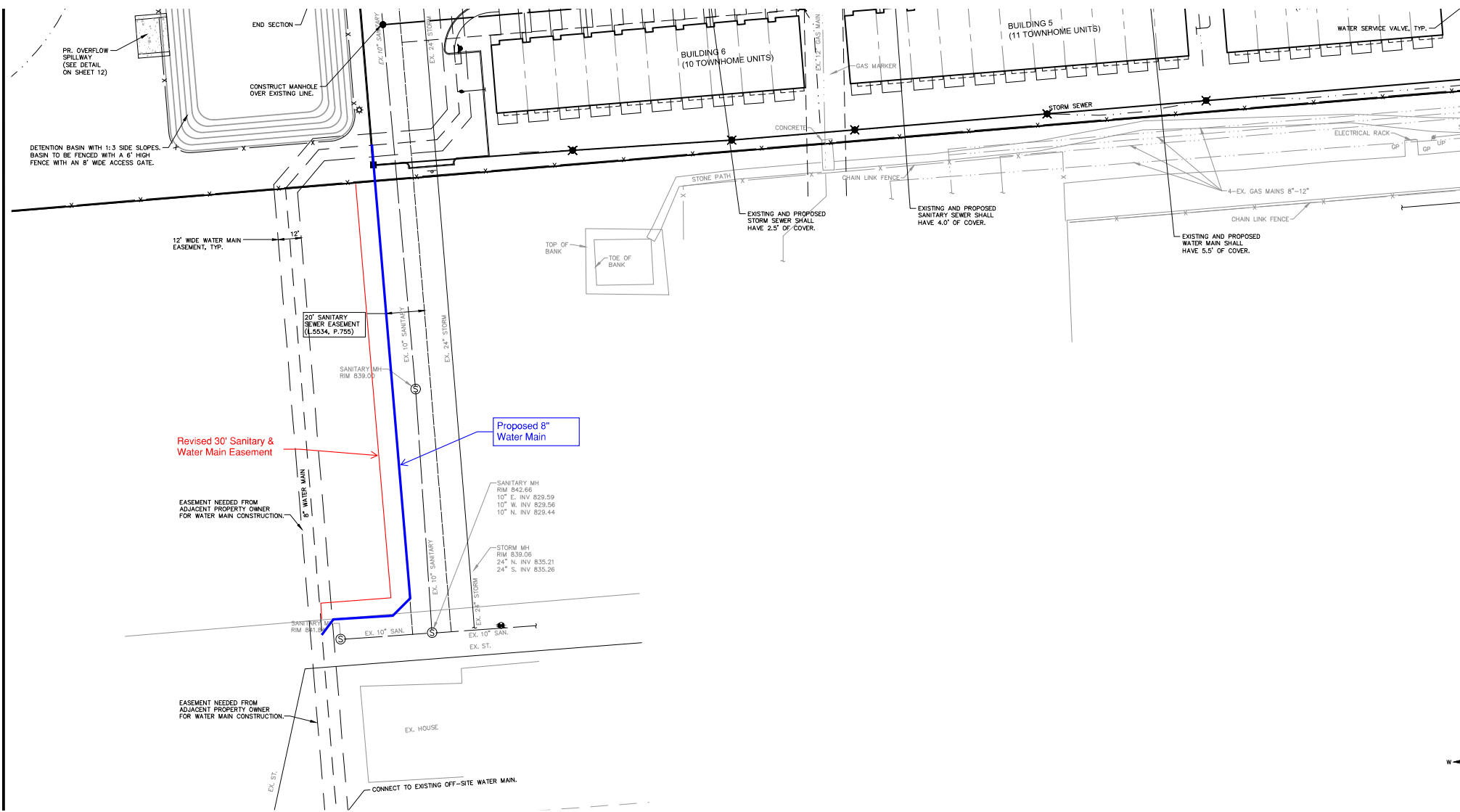
Described Gas Facilities Easement contains ± 0.367 acre.

RIVERWALK PATHWAY PHASE A
AUBURN HILLS, MICHIGAN



LEGEND

- 





LICENSE AGREEMENT

THIS AGREEMENT is made as of this ____ day of _____, 201____, by and between CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, "Consumers", and _____, a Michigan municipal corporation, _____ "Licensee".

In consideration of Licensee's promises contained in this Agreement, Consumers grants to Licensee, on the terms and conditions set forth below, a license in a ____-foot-wide strip of land ("the licensed premises") across Consumers' land in the _____ of _____, _____ County, Michigan described in Exhibit A attached hereto, for the sole purpose of constructing, operating, and maintaining a public trail ____ feet in width to convey trail users across Consumers' land, of which the licensed premises are a part, either on foot or by means of non-motorized bicycles. The location of the licensed premises will be defined during the design plan approval process specified in paragraph 6 below.

Licensee promises to comply with the following terms and conditions:

1. Licensee shall pay Consumers the sum of \$ 100.00 per year, payable annually.

2. Licensee shall construct, improve, and maintain the trail solely at Licensee's expense, and Consumers shall not be required to incur any cost or expense whatsoever as a result of the construction, operation, and maintenance of the trail. Licensee shall reimburse Consumers in the amount of any increase in real or personal property taxes or assessments resulting from the trail improvements Licensee places on the licensed premises pursuant to this License, payable 30 days after Licensee receives an invoice from Consumers for any such increase. Licensee shall reimburse Consumers for other costs it is required to incur (e.g., to comply with governmental regulation) as a result of Licensee's use of the licensed premises. Licensee shall not permit any construction lien to attach to the licensed premises by reason of any improvements made or work performed at the licensed premises.

3. Consumers shall at all times while this Agreement is in effect have the right to use the licensed premises for any purpose ~~regardless of whether the use interferes and shall attempt to minimize interference~~ with Licensee's use under this Agreement. Such use may include, without limitation, construction, operation, inspection, maintenance, modification, relocation, and removal of electric and gas utility facilities on, over, under, and across the licensed premises or the adjoining land, the removal, trimming, and controlling in any manner, including by chemical spraying, of any or all trees, brush, and other vegetation now or hereafter growing on the licensed premises or the adjoining land. Consumers shall have the right to grant to third parties the right to construct, operate, and maintain utility facilities and other structures on, over, under, and across the licensed premises or the adjoining land, provided the same doesn't interfere with Licensee's use under this agreement. ~~Consumers shall have no obligation to refrain from using, or to modify the manner of its use of, the licensed premises or the adjoining land, whether or not such use interferes with, detracts from, or is otherwise inconsistent with Licensee's use of the licensed premises pursuant to this Agreement.~~ Consumers shall have the right of access to the licensed premises at any time, and Licensee shall construct and locate any and all fences and barricades Consumers permits on the licensed premises so as not to interfere with Consumers' use of the licensed premises or the adjoining land. In using the licensed premises or the adjoining land, Consumers shall not be responsible to Licensee for any damage to Licensee's improvements on the licensed premises resulting from Consumers' use of the licensed premises or the adjoining land for permitted purposes. Consumers may require Licensee to temporarily close the trail for such periods as Consumers deems necessary or desirable in connection with its use of the licensed premises or the adjoining land with said temporary closures to be for the shortest periods possible. If requested by Consumers, Licensee shall post public notices of such closing and shall place postings and barricades at designated places along the trail, and Licensee shall be responsible to take appropriate action to enforce the closing, including action to remove trespassers.

4. Consumers shall have the right ~~at any time and for any reason it deems appropriate~~, in its sole

reasonable discretion, to require Licensee, at Licensee's expense, to temporarily or permanently relocate the trail, or portions thereof, or other permitted improvements. Relocation may include temporary or permanent removal of portions of the trail from the licensed premises. Licensee agrees to fully cooperate with such requirement and to use its best efforts to complete such relocation by the date Consumers specifies, which shall be not less than 90 days from the date Consumers notifies Licensee to relocate. Licensee agrees that if Licensee fails to complete the required relocation by the specified date, Consumers shall have the right to make such relocation, to close the trail, or to take other action it deems necessary to facilitate its use of the licensed premises or the adjoining land, in which event Licensee shall be responsible to reimburse Consumers for the costs and expenses (including attorney fees) it incurs in making such relocation, closing the trail, or taking such other action. Notwithstanding the foregoing, Licensee may seek to avoid a relocation specified by Consumers by offering to pay Consumers for the additional costs and expenses Consumers would incur if Licensee did not make the relocation, which offer Consumers may accept or reject in its sole discretion.

5. Licensee shall post signs provided by Consumers in such places on the licensed premises as specified by Consumers identifying the licensed premises as being owned and/or provided for use by Consumers.

6. Licensee shall not commence any work on the licensed premises until Consumers has approved Licensee's final design plan for the trail. At least 45 days prior to the date Licensee desires to commence work on the licensed premises, Licensee shall submit the final design plan for the trail to _____, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. The trail plan shall show the location of the trail across Consumers' land, the location of existing utility facilities (including guy wires), and any other improvements Licensee desires to locate on the licensed premises. Approval of the design plan shall be within Consumers' sole-reasonable discretion, ~~and Consumers may withhold approval of such plan for any reason.~~ If Consumers determines, in its sole-reasonable discretion, that Licensee's proposed design plan would make it necessary or desirable for existing or future utility facilities on the licensed premises or the adjoining land to be modified, Consumers will advise Licensee of such determination, in which event Licensee shall have the option to either revise the proposed design plan or to pay Consumers in advance for the cost of the modification. Any such modification shall be done at times to least inconvenience Consumers. If Consumers approves Licensee's design plan, Licensee shall not alter the trail or improvements or otherwise change its use of the licensed premises from the approved plan without Consumers' prior written approval.

7. Licensee shall not locate the edge of the trail within 10 feet of any tower leg or pole.

8. Licensee shall not place any trees, shrubs, or other landscaping, or any buildings, benches, viewing platforms, signs, or other structures on the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

9. Licensee shall take all measures that Consumers, in its opinion, deems necessary to restrict use of the trail to non-motorized bicycles and pedestrian foot traffic.

10. Licensee shall erect fencing or other suitable barriers and signs reasonably specified by Consumers to prevent trail users from having access to existing or future utility facilities on the licensed premises or the adjoining land.

11. Licensee shall not cut, trim, or remove any trees or shrubs from the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

12. Licensee shall be responsible to replace any ornamental trees that are damaged during Licensee's activities on the licensed premises.

13. Licensee shall not store any materials on, over, or under the licensed premises without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion.

14. Licensee's use of the licensed premises shall at no time create any condition on the licensed

premises that would create a fire hazard or be considered a nuisance.

15. Prior to commencing any excavation or digging on the Premises, even for installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

16. Licensee's use of the licensed premises shall not in any way affect or interrupt the continuity of service as now or hereafter provided by the utility facilities on the licensed premises or the adjoining land.

17. Licensee shall protect all utility facilities as now or hereafter located on the licensed premises or on the adjoining land by erecting and maintaining barricades or other suitable means of protection as Consumers, in its sole discretion, deems to be required.

18. Licensee shall not operate any equipment in connection with construction or maintenance of the trail within 15 feet of any overhead electric lines (measured vertically from the highest point of the equipment to the nearest energized conductor). MIOSHA standards shall be observed, if more stringent. At least 15 feet of clearance shall be maintained at all times. Cranes or shovels used in digging shall at no time swing toward any tower, pole, or line. No cranes or any other equipment having the height potential of contacting any electric line shall operate between the lines. Dump trucks shall not lift their beds under any electric line.

19. Licensee shall not perform any digging or grading within 15 feet of any tower leg or within 10 feet of any pole and pipeline without Consumers' prior consent, the granting or withholding of which shall be within Consumers' sole discretion. Licensee shall obtain Consumers' permission to excavate within 15 feet of any tower leg or a point where a guy enters the ground or within 10 feet of any wood or steel pole structure. Consumers may condition such permission on use of a trench box or sheeting to prevent disturbance of soil.

20. All excavations Licensee makes on the licensed premises shall be properly protected and filled and all backfill shall be firmly compacted. No fill shall be placed permanently under any electric line without Consumers' consent, the granting or withholding of which shall be within Consumers' sole discretion. No fill shall be placed within 20 feet of any tower or pole. All fill shall be compacted sufficiently to permit maintenance vehicles access to all towers and poles. No pocket shall be created around any utility facilities where water could collect. Licensee shall take erosion prevention measures during construction and shall reseed all disturbs areas following construction activities in accordance with Consumers' specifications.

21. Licensee shall obtain all governmental approvals and permits that are required by law for its activities on the licensed premises and shall otherwise comply with all applicable laws, rules, and regulations.

22. Licensee shall clean up any debris resulting from construction and maintenance of the trail. Licensee shall at all times maintain the licensed premises in a proper, clean, and safe condition. Licensee shall be responsible to mow grass and remove weeds in accordance with applicable laws and regulations and to remove trash or debris deposited by trail users on the licensed premises or the adjoining land.

23. Licensee shall not dispose or suffer to be disposed of any waste material on Consumers' land and shall not use, store, or maintain, or suffer to be used, stored, or maintained, on Consumers' land any material that is or may be or become hazardous to human health or the environment or the storage, treatment, or disposal of which is regulated by any governmental authority without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. If use of Consumers' land as permitted in this Agreement results in the presence on or under Consumers' land (which includes but is not limited to the underlying groundwater) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USCA 9601 et seq;

the Resource Conservation and Recovery Act (RCRA), 42 USCA 6901 et seq; the Toxic Substances Control Act (TSCA), 15 USCA 2601 et seq; the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 et seq; or any other similar existing or future statutes, Licensee shall, at no cost to Consumers, promptly take: 1) all actions required by any federal, state, or local governmental agency or political subdivision, and 2) all actions required to restore Consumers' land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Licensee pursuant to this paragraph include, but are not be limited to: a) the investigation of the environmental condition of Consumers' land; b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Consumers' land. Licensee shall proceed continuously and diligently with such investigatory and remedial actions. Licensee shall promptly provide to Consumers, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required to be performed pursuant to this paragraph shall require or result in the imposition of any limitation or restriction on the use of Consumers' land without Consumers' prior written consent, the granting or withholding of which shall be within Consumers' sole discretion. Additionally, Licensee shall indemnify, defend, and hold Consumers, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Consumers' land and the underlying groundwater, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in CERCLA, RCRA, TSCA, NREPA, or any other similar existing or future statutes, as a result of use of the licensed premises pursuant to this Agreement; B) Licensee's violation or alleged violation of any federal, state, or local law related directly or indirectly to the use of Consumers' land pursuant to this Agreement; or 3) Licensee's failure to comply with the terms and conditions of this Agreement; provided, that Licensee's indemnification obligation shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law, and such obligation shall not abrogate or diminish Licensee's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

24. In the event that Licensee at any time discovers or otherwise learns of the existence on Consumers' land of any contaminant, hazardous substance, hazardous waste, or hazardous constituent or any object that is likely to contain a contaminant or hazardous substance, waste, or constituent (such as vehicle tires, junk vehicles, storage tanks, barrels, cans, and similar containers), Licensee shall promptly notify Consumers thereof. Licensee shall also promptly notify Consumers of the occurrence of a spill or other release of a contaminant or hazardous substance, waste, or constituent on Consumers' land. For purposes of this notice requirement, a hazardous substance includes (but is not limited to) any substance the storage, treatment, or disposal of which is regulated by a governmental authority. Examples of contaminants or hazardous substances, waste, or constituents are oil, gasoline, chlorinated solvents, vehicle tires, paint, and sandblasting material. This notice requirement applies regardless of who caused the spill or release. Licensee shall send such information to Consumers' Environmental Department, 1945 West Parnall Road, Jackson, Michigan 49201, 517-788-2986.

25. Licensee accepts the licensed premises in their present condition and acknowledges that Consumers has made no representations as to the condition thereof. Consumers shall not be liable for any damages arising from the acts or omissions of Licensee or its invitees or users of the licensed premises. Licensee shall be solely responsible to arrange for the provision of police protection as may be required to maintain law and order on the licensed premises and to comply with the provisions of this Agreement. Licensee agrees to indemnify and hold Consumers, and its successors and assigns, harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises pursuant to this Agreement, whether due or claimed to be due to Licensee's negligence, Consumers' negligence, the negligence of both Consumers and Licensee, the negligence of any other person, or otherwise, except for Consumers' sole

negligence; provided that the City's indemnification obligation pursuant to this paragraph shall not extend beyond the limitations placed on a governmental body or employee to indemnify another pursuant to law and shall not abrogate or diminish the City's defense of governmental or sovereign immunity against any party, including Consumers. The provisions of this paragraph shall survive the termination of this Agreement.

26. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance with a minimum limit of \$1 million each occurrence. Said policy shall: (a) be written on an "occurrence" form basis; (b) include Consumers Energy Company, its directors, officers and employees as an additional insured; (c) include contractual liability; and (d) be primary and noncontributory to any insurance or self-insurance maintained by the additional insureds. Prior to use of the Premises and on or before each insurance policy renewal date Licensee shall submit a Certificate of Liability insurance to Consumers Energy Company, Corporate Insurance Department via InsuranceCertificates@cmsenergy.com. The Certificate of Liability Insurance must designate that the policy includes the required additional insureds. Licensee shall provide immediate notice to Consumers if it receives any notice of cancellation or nonrenewal from its insurer.

27. Licensee shall insert in all contracts, and require to be inserted in all subcontracts, at any time let in connection with work to be performed on the licensed premises, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Consumers harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of Licensee's use of the licensed premises. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Licensee's negligence, Consumers' negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors or subcontractors, the negligence of any other person, or otherwise, except for Consumers' sole negligence. Further, Licensee shall require all contractors and subcontractors at any time employed in connection with any work to be done on the trail to maintain in full force and effect a policy of Comprehensive General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1,000,000 per occurrence, written so as to provide coverage for collapse, explosion, and underground hazards, which insurance shall either include a Cross Liability Endorsement or shall not preclude recovery by a named insured as a result of the negligence of any other named insured under said policy. Said policy of insurance shall be written by an insurance company authorized to do business in the State of Michigan and shall name Consumers Energy Company as an additional insured.

28. The license hereby granted to Licensee is personal to Licensee. Licensee may not assign or otherwise transfer its interest in this Agreement to any third party; nor will its interest under this Agreement inure to Licensee's successors or assigns.

29. This Agreement is granted subject to any lease, license, easement or other interest in land heretofore granted by Consumers or its predecessors in title in the licensed premises and to any such interest reserved to other parties in instruments granted to Consumers or its predecessors in title. Without limiting the foregoing, this license is subject to the rights and interests of Michigan Electric Transmission Company pursuant to an Amended and Restated Easement Agreement dated April 29, 2002. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with other requirements of such existing leases, licenses, easements, and other instruments.

30. Notwithstanding any contrary provision in this License, either party may at any time and for any reason terminate this Agreement by giving the other 30 days written notice of termination; provided, however, that Consumers agrees not to terminate this Agreement for a period of 25 years following the commencement of this License, other than for Licensee's failure to comply with the terms of this Agreement within 30 days after written notice from Consumers of such failure or if termination is required by any applicable law, rule, or regulation or other circumstances beyond Consumers' reasonable control.

Notice of termination to Consumers shall be given to: Robert Bourgeois, Consumers Energy Company, Real Estate Department, One Energy Plaza, Jackson, MI 49201. Notice of termination to Licensee shall be given to Tom Tanghe, City Manager, 1827 N. Squirrel Rd., Auburn Hills, MI 48326. Either Consumers or Licensee may change the designated address or addressee for such notice by notifying the other of such change.

31. Upon termination of this Agreement, Licensee shall take all actions necessary to immediately terminate public use of the licensed premises. If Licensee fails to do so, Consumers shall have the right to take whatever actions it deems necessary to terminate public use. Upon termination of this Agreement, Licensee may remove any and all improvements erected by Licensee on the licensed premises, and shall remove such improvements if so requested by Consumers. If Consumers requests removal of such improvements, Licensee shall remove such improvements within such period of time as the parties agree to but no event more than 6 months following such request. If Licensee fails to do so, Licensee shall reimburse Consumers for the cost of such removal, on demand from Consumers.

32. Unless stated otherwise, all requirements for notice contained in this Agreement shall be deemed to require notice in writing and service by: a) personal service, with service being effective upon delivery; b) United States certified mail, return receipt requested, with service being effective on the date of receipt; c) telecopy, facsimile, or other form of telecommunication, with service being effective on receipt; or d) recognized overnight courier service, with service being effective on delivery.

33. This License may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License, including this License, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, Consumers and Licensee have caused this instrument to be executed by their duly authorized representatives on the dates indicated below.

CONSUMERS ENERGY COMPANY

By: _____

By: _____

Dated: _____

Dated: _____



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: JANUARY 8, 2024

AGENDA ITEM NO 9B

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Stephen Baldante, Director of Public Works
Submitted: December 28, 2023
Subject: Motion – To allow the Director of Public Works to execute a permanent 20-foot easement to Consumers Energy located at the Department of Public Works.

INTRODUCTION AND HISTORY

As part of the redevelopment of the GM Facility located at 4555 Giddings Road, Consumers Energy has requested an easement for a gas line to be installed to support the additional structures on the property located at 4555 Giddings Road. Attached is a copy of the standard right-of-way easement form for Consumers Energy as Exhibit A. The request for the easement is to secure permission to cross a section of the Department of Public Works property located at 1500 Brown Road, Auburn Hills, MI. Exhibit B shows the design plan for the proposed location of the gas pipeline, legal description and requested easement. The proposed easement is a 20-foot easement outside of the existing Road Commission for Oakland County right-of-way and is located within the property line at 1500 Brown Road. Staff and OHM have reviewed the proposed easement request and found no issues with the proposal.

STAFF RECOMMENDATION

Staff recommend granting Consumers Energy a permanent easement to enter city property located at 1500 Brown Road to construct, operate, maintain, inspect and remove/replace equipment/material if needed. This easement will require the installation of a gas line as part of the GM expansion plan.

MOTION

Move to allow the Director of Public Works to execute a permanent easement to Consumers Energy for a 20-foot easement located at the north end of 1500 Brown Road for the construction and maintenance of a gas line related to the General Motors facility expansion at 4555 Giddings Road.

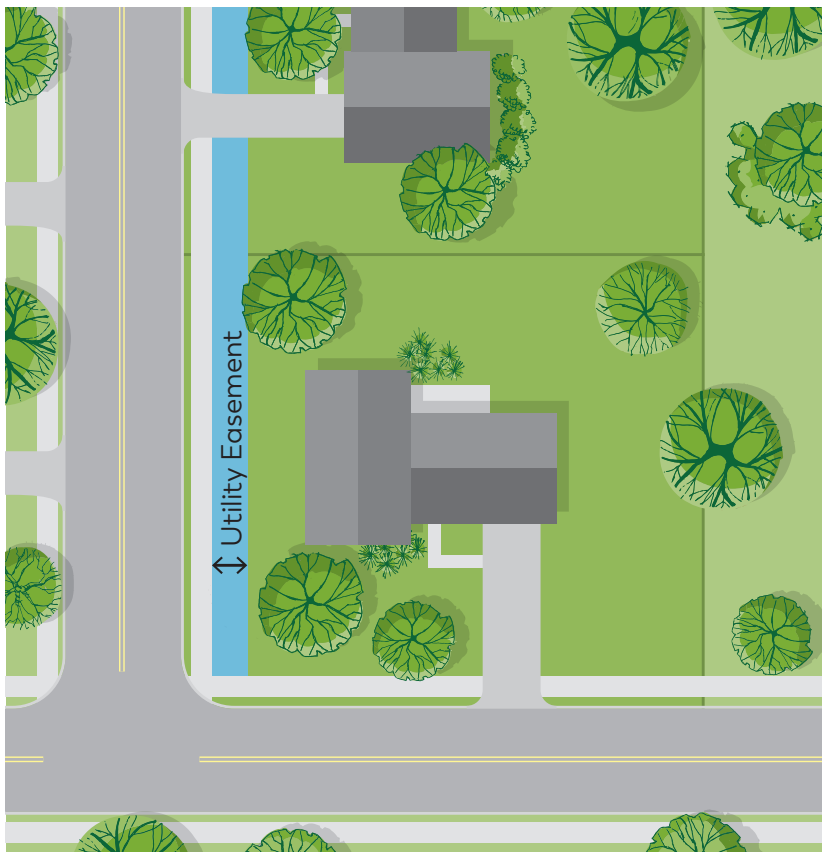
I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

Understanding the Easement Process

Consumers Energy

Count on Us®



Frequently Asked Questions

What is an easement?

An easement provides a legal right to use a portion of a person's property for a specific purpose.

Who owns the property after an easement is granted?

The property owner still owns their property and retains the right to use and enjoy it, subject to the rights of the easement.

Continued on back page.

Understanding the Easement Process

Why would Consumers Energy need a utility easement?

Consumers Energy may need to request an easement from a property owner to ensure we can correctly and safely install, access, and maintain lines and equipment (e.g., pole or pipeline replacement, tree trimming).

Depending on the circumstances, to achieve this goal, an easement may be needed from the property owner requesting service and/or from nearby or adjacent property owners.

How can you assist the easement process?

You can assist in the easement process by providing any documents or transactions that affect your property. These include:

- Copy of the last recorded deed (can be obtained from County Register of Deeds)
- Property survey (if available)
- Any additional real estate related documents (Land Contracts, Trust documents, Leases, Deed from a split, etc.)

If the route to bring service to you requires us to cross another owner's property, they will need to grant us an easement. It is your responsibility to secure the route. Any information you could provide (e.g., names and contact information) will allow us to initiate contact and could reduce the project's timeline.

If your neighbor refuses to sign an easement or can't be located, an alternative design will be needed, which could cause a delay.

When will you receive the easement?

After the design for the service is complete and ownership verified, we will provide an easement agreement to you and any necessary neighboring property owners.

Please sign, notarize and return these documents as soon as possible to meet your service timeline.

If there are any questions regarding the easement, our Right of Way Agent (contact information will be provided with the easement) will be happy to discuss the easement with you.

When will installation be scheduled?

If you have addressed or completed all other prerequisites (including any necessary inspections, site preparation, payment, etc.), and any necessary easement agreements have been signed and returned, your Project Coordinator will work with you to schedule your installation.

EASEMENT FOR PIPELINES

SAP# 1066600425
Design# 11537316
Agreement# MI00000074761

CITY OF AUBURN HILLS, a Michigan municipal corporation, whose address is 1827 North Squirrel Road, Auburn Hills, Michigan 48057 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)*] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Auburn Hills, County of Oakland, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain (including cathodic protection systems), inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, protect, and abandon in place a pipeline or pipelines in, on, under, over, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any associated valves, fittings, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing natural gas.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said pipelines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said pipeline or pipelines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned; provided that the provisions of this paragraph shall not apply to the existing buildings, septic systems, drain fields, fuel tanks, ponds, swimming pools, lakes, pits, wells, foundation, engineering works and structures (hereinafter "Permitted Improvement").

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Restoration: Consumers shall restore to a condition that is reasonably practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this Easement; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this Easement.

Indemnity: Consumers shall indemnify, defend, and hold Owner harmless from and against any liability for personal injuries or property damage to the extent proximately caused by Consumers' negligent acts or omissions in performing work within the Easement Area -or- on Owner's Land pursuant to this Easement.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

SIGNATURE PAGE TO FOLLOW

Date: _____

Owner: CITY OF AUBURN HILLS, a Michigan municipal
corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,
on _____ by _____, _____ of the City of Auburn Hills, a
Date Name Title
Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Justin Latimer
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole Corts 10/26/23, P24-720
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Revised By: Nicole Corts 12/5/23

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Auburn Hills, County of Oakland, State of Michigan:

That part of the Northwest 1/4 of Section 3, Town 3 North, Range 10 East, described as: Beginning at the Northwest corner of Section 3; thence South 02°24'16" East 902.83 feet; thence North 89°14'10" East 200.46 feet; thence North 23°54'20" East 278.92 feet; thence North 60°26'20" East 200.79 feet; thence North 86°53'10" East 46.76 feet; thence North 53°59'35" East 177.00 feet; thence North 18°22'20" East 277.49 feet; thence North 00°07'20" West 118.52 feet; thence North 02°24'10" West 93.00 feet; thence South 87°24'55" West 799.93 feet to the Beginning.

Also known as: 1500 Brown Road, Auburn Hills, Michigan 48326

Parcel ID: 02-14-03-100-027

EXHIBIT B

Easement Area

A 20.00-foot-wide strip of land, being 10.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

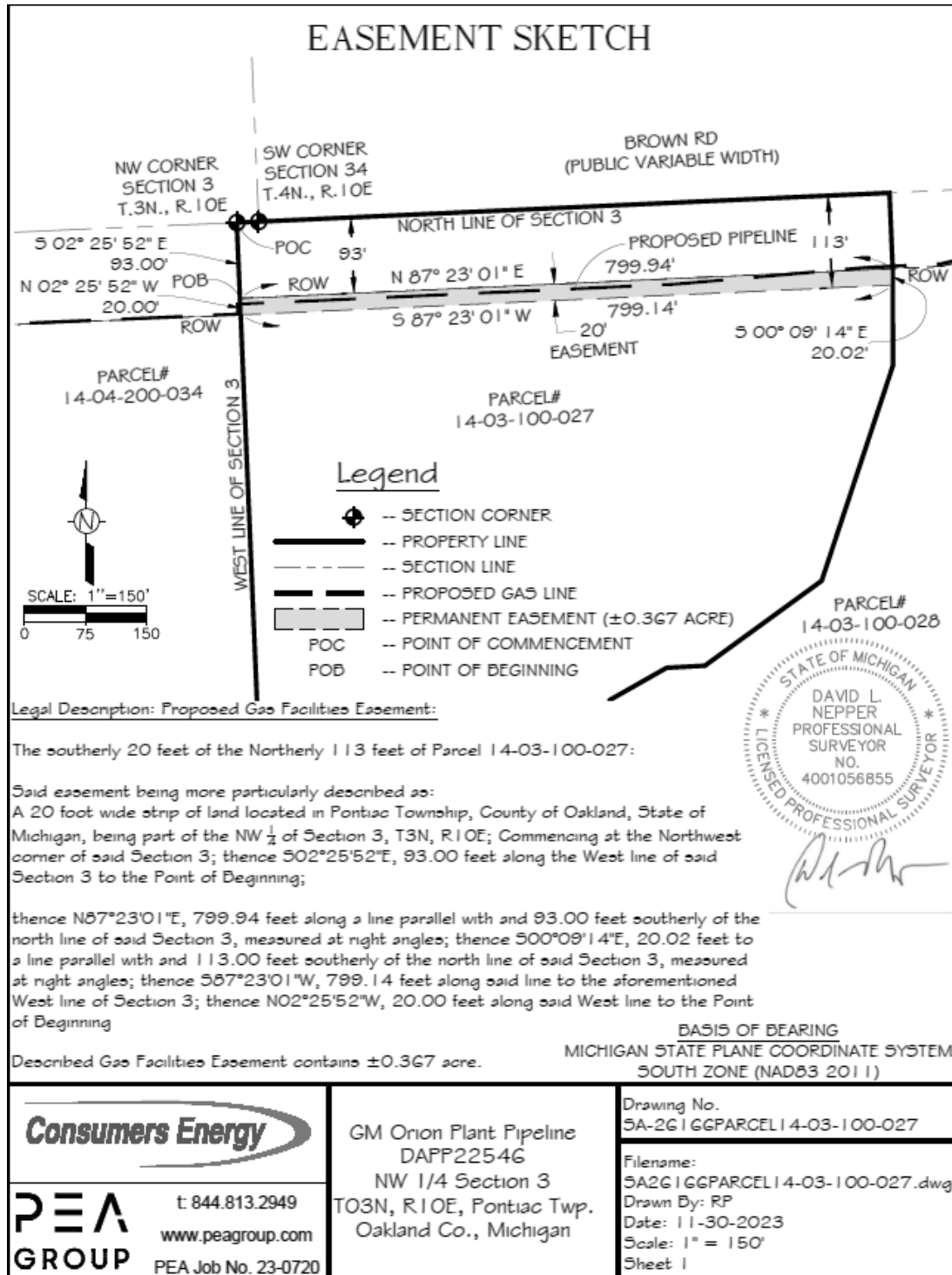


EXHIBIT -CONTINUED

Easement Area

Legal Description: Proposed Gas Facilities Easement:

The southerly 20 feet of the Northerly 113 feet of Parcel 14-03-100-027:

Said easement being more particularly described as:

A 20 foot wide strip of land located in Pontiac Township, County of Oakland, State of Michigan, being part of the NW $\frac{1}{4}$ of Section 3, T3N, R10E; Commencing at the Northwest corner of said Section 3; thence S02°25'52"E, 93.00 feet along the West line of said Section 3 to the Point of Beginning;

thence N87°23'01"E, 799.94 feet along a line parallel with and 93.00 feet southerly of the north line of said Section 3, measured at right angles; thence S00°09'14"E, 20.02 feet to a line parallel with and 113.00 feet southerly of the north line of said Section 3, measured at right angles; thence S87°23'01"W, 799.14 feet along said line to the aforementioned West line of Section 3; thence N02°25'52"W, 20.00 feet along said West line to the Point of Beginning

Described Gas Facilities Easement contains ± 0.367 acre.

EXHIBIT B

Easement Area

A 20.00-foot-wide strip of land, being 10.00 feet on each side of the centerline of the pipeline constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

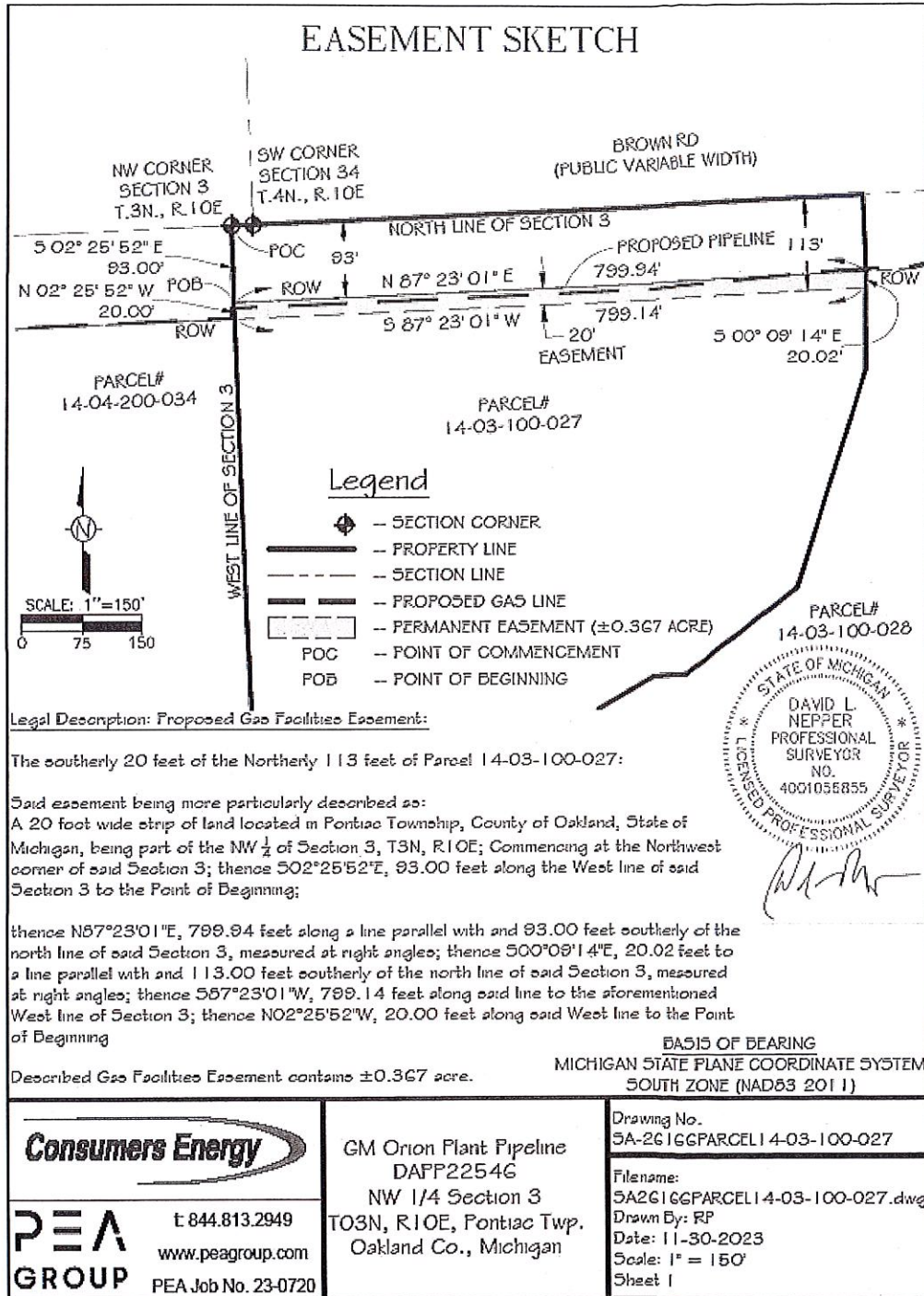


EXHIBIT -CONTINUED

Easement Area

Legal Description: Proposed Gas Facilities Easement:

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Said easement being more particularly described as:

A 20 foot wide strip of land located in Pontiac Township, County of Oakland, State of Michigan, being part of the NW 1/4 of Section 3, T3N, R10E; Commencing at the Northwest corner of said Section 3; thence S02°25'52"E, 93.00 feet along the West line of said Section 3 to the Point of Beginning;

thence N87°23'01"E, 799.94 feet along a line parallel with and 93.00 feet southerly of the north line of said Section 3, measured at right angles; thence S00°09'14"E, 20.02 feet to a line parallel with and 113.00 feet southerly of the north line of said Section 3, measured at right angles; thence S87°23'01"W, 799.14 feet along said line to the aforementioned West line of Section 3; thence N02°25'52"W, 20.00 feet along said West line to the Point of Beginning

Described Gas Facilities Easement contains ±0.367 acre.

INSTRUCTION FOR SIGNING EASEMENTS (Example)

1. Sign document in **BLACK or DARK BLUE INK ONLY**
2. Notaries that are relatives may NOT notarize the project document.
3. Any changes/errors to document will be considered NULL and VOID. (NO WHITE OUT)
4. Failure to have correct notary will delay scheduling for project.
5. ALL BLANK lines need to have writing for both Notary and property owner.
 - a. LANDOWNER is responsible for their signature, printed name and date (to the left)
 - b. NOTARY is responsible for all information under Acknowledgment.
 - i. Signature, printed name, commission expiration and acting/representative counties.


EXAMPLE: Do Not Sign

★ Date: _____

Owner: ★ SIGNATURE HERE
John Doe

BOTH DATES MUST BE THE SAME

Acknowledgment
★ The foregoing instrument was acknowledged before me in _____ County, ★ (STATE),
★ on _____ by John Doe.



**NOTARY STAMP/SEAL
AREA ONLY**

★ SIGNATURE HERE
Notary Public
★
Print Name _____ ★
★ County, ★ (STATE)
Acting in ★ County
My Commission expires: ★



TH NOV 30 '23 PM 4:55

November 16, 2023

Ms. Laura Pierce, Clerk
City of Auburn Hills
1827 N. Squirrel
Auburn Hills, MI 48326

RE: Important Information—Price Changes

Dear Ms. Pierce,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in Auburn Hills, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 18, 2023, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

Please feel free to contact me at 248-924-4917, if you have any questions.

Sincerely,

Eric Woody
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

Enclosure

Important information regarding your Xfinity services and pricing

Effective December 18, 2023

Xfinity TV	Current	New
Choice TV Select	\$37.50	\$43.50
Choice TV Select - with TV Box (Flex upgrade)	\$47.50	\$53.50
Broadcast TV Fee	\$19.05	\$23.45
3 Premiums	\$30.00	\$32.00
4 Premiums	\$40.00	\$43.00
5 Premiums	\$50.00	\$54.00

Xfinity Internet	Current	New
Connect	\$62.00	\$65.00
Connect More	\$82.00	\$85.00
Fast	\$92.00	\$95.00
Superfast	\$102.00	\$105.00
Gigabit	\$112.00	\$115.00
Gigabit Extra	\$122.00	\$125.00

Xfinity Home	Current	New
Pro Protection	\$50.00	\$55.00
Pro Protection Plus	\$60.00	\$65.00

Addison Township, Atlas Township, Auburn Hills, Berkley, Clarkston, Clawson, Ferndale, Groveland, Holly, Huntington Woods, Independence Twp, Lake Angelus, Lake Orion, Oakland Township, Orion Township, Oxford Township, Pleasant Ridge, Pontiac, Rochester, Rochester Hills, Rose Township, Royal Oak, Springfield, Troy, Waterford

85291000 (1290,1300,1310,1320,1330,1340,1350,1360,1370,1380,1390,1400,1410,1420,1430,1440,1450,1460,1470,1480,1490,1500,1510,2690,4050,4060,4070)

P399AH24

From: [Comcast Heartland](#)
Cc: [Woody, Eric](#)
Subject: Comcast Programming Advisory
Date: Tuesday, December 5, 2023 1:16:11 PM

Good afternoon,

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to notify you that the Z Living and DW Deutsch+ channels are ceasing operations on December 31, 2023. As a result, the channels will no longer be available as part of our lineup. As a function of this change, we have implemented a channel slate (advising of unavailability) on the channel and activated www.xfinity.com/programmingchanges to help keep our customers informed during this period.

Please feel free to contact me at 248-924-4917 if you have any questions.

Sincerely,

Eric Woody
Manager, External Affairs
Comcast, Heartland Region
41112 Concept Dr.
Plymouth, MI 48170

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION
NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF CONSUMERS ENERGY
COMPANY

CASE NO. U-21490

• Consumers Energy Company requests Michigan Public Service Commission for authority to increase its rates for the distribution of natural gas and for other relief.

• The information below describes how a person may participate in this case.

• You may call or write Consumers Energy Company, One Energy Plaza, Jackson, MI 49201, 517-788-0550 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company or on the Commission's website at: michigan.gov/mpscedockets.

• A pre-hearing will be held:

DATE/TIME: Friday, January 12, 2024 at 9:00 AM

BEFORE: Administrative Law Judge Christopher S. Saunders

LOCATION: Video/Teleconferencing

PARTICIPATION: Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8090, or by email at mpscedockets@michigan.gov in advance of the hearing

Consumers Energy

Count on Us®

ONE ENERGY PLAZA
JACKSON MI 49202

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
CONSUMERS ENERGY CO

50
TR 1

*****AUTO**ALL FOR AADC 480

Clerk, City of AUBURN HILLS
1827 N Squirrel Rd
Auburn Hills MI 48326-2749



482 AE 1250N C0012/30/23
UNABLE TO FORWARD/FOR REVIEW

RC: 48326275399 DU *1190-00661-30-07

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider Consumers Energy Company's (Consumers Energy) December 15, 2023 application requesting the Commission to: 1) authorize Consumers Energy to adjust its retail natural gas rates so as to provide additional revenue of approximately \$136 million annually above the level established in Case No. U-21308 based on a projected 12-month test year ending September 30, 2025; 2) authorize Consumers Energy to adjust its existing retail natural gas rates so as to produce a rate of return on common equity of not less than 10.25%; 3) approve the Defined Benefit Pension/ Other Post-Employment Benefits Volatility Mechanism as proposed by Consumers Energy; 4) approve the Uncollectible Deferral/Refund Mechanism as proposed by Consumers Energy; 5) grant the accounting authorizations as described and proposed by Consumers Energy; 6) approve the modifications to the rates, rules, and regulations as described and proposed by Consumers Energy; and 7) grant Consumers Energy other and further relief.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by January 5, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy Company's Legal Department – Regulatory Group, One Energy Plaza, Jackson, MI 49201.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. U-21490. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate

in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

CONSUMERS ENERGY COMPANY HAS REQUESTED THE INCREASES AND OTHER PROPOSALS DESCRIBED IN THIS NOTICE. THE MICHIGAN PUBLIC SERVICE COMMISSION MAY GRANT OR DENY THE REQUESTED INCREASES AND OTHER PROPOSALS, IN WHOLE OR IN PART, AND MAY GRANT LESSER OR GREATER INCREASES THAN THOSE REQUESTED, AND MAY AUTHORIZE A LESSER OR GREATER RATE FOR ANY CLASS OF SERVICE THAN THAT REQUEST.

2316-G

OU building reopens after lab room weekend fire



The research lab damaged in a weekend fire remains closed, but the rest of the building has been reopened at OU. photo by Matt Fahr Media News Group

By **MATTHEW FAHR** | mfahr@medianewsgroup.com | The Oakland Press

PUBLISHED: December 11, 2023 at 10:31 a.m. | UPDATED: December 11, 2023 at 3:45 p.m.

A fire broke out at a research lab on the campus of Oakland University on Saturday morning. The fire was quickly extinguished and damage in the building primarily water damage from the fire. The building was closed over the weekend, but reopened this morning.

Only one room holding exams was moved and the rest of the building has been fully reopened.

Task force formed to address high-end home burglaries

Sheriff's Office reports 30-40 incidents since September with same pattern



This photo from surveillance shows suspects trying to break into the rear of a home. Photo courtesy of Oakland County Sheriff's Office.

By **ANNE RUNKLE** | arunkle@medianewsgroup.com | The Oakland Press
PUBLISHED: December 8, 2023 at 10:41 p.m. | UPDATED: December 9, 2023 at 3:32 p.m.

A task force made up of federal, state, and local authorities, has been formed to address a series of high-end home burglaries in Oakland County over the past several months.

Police believe that groups of Chileans, here illegally or on a visa program with lower vetting, are responsible for most of the break-ins, Oakland County Sheriff Michael Bouchard said at a press conference Wednesday, Dec. 6.

He said there have been 30-40 break-ins in Oakland County since September that fit the same pattern and are believed to be the work of international groups.

Over the weekend of Dec. 2-3, there were five break-ins in Oakland Township, Bloomfield Township and Bloomfield Hills that are believed to be related. There were seven such break-ins over Thanksgiving weekend.

Police believe the groups have been active in Oakland County for some time; they are looking at home burglaries before September to find others that fit the pattern.

He said the task force allows police departments to share information, possibly reduce overtime and apprehend more suspects.

"The reason this is so important is because they (the suspects) are highly functional and well trained," Bouchard said of the task force, called Southeast Michigan Collaborate-Arrest-Prosecute, or SEMCAP.

The FBI, U.S. Department of Homeland Security, Border Patrol, Secret Service, Michigan State Police, Michigan Attorney General Dana Nessel and the Macomb and Wayne County sheriff's departments have pledged to help, he said.

These police departments are also participating:

Auburn Hills

Berkley

Birmingham

Bloomfield Hills

Bloomfield Township

Canton

Chesterfield Township

Farmington Hills

Franklin

Grosse Pointe Farms

Keego Harbor

Lake Angelus

Lathrup Village

Northville Township

Novi

Oxford Village

Rochester

Shelby Township

Southfield

Sylvan Lake

Troy

Walled Lake

Waterford Township

White Lake Township

Four Chileans were arrested recently as suspects in Oakland County mall jewelry store burglaries. They are in the Oakland County Jail, Bouchard said.

Bouchard said there are several Chileans in custody in other states that may have ties to Oakland County crimes.

Bouchard said they work in teams of three to four people and target homes where they can obtain cash, safes and upscale jewelry and purses.

He said they burglarize homes in this pattern:

- They often enter through the rear of the home. They prefer houses that back up to a wooded area or golf course, limiting the chances they will be seen by neighbors.
- They typically break a patio door or other glass door, but they have been known to enter through a second-floor window.
- They use jammers, devices that disrupt wireless alarm systems and other wireless devices.
- They are usually dressed in black, wear face masks and gloves, and carry backpacks.
- They prefer houses where no one is home. If they find an occupant, they typically flee.



In this photo from surveillance video, burglars enter a home after breaking a glass door on the patio. Photo courtesy of Oakland County Sheriff's Office.

Bouchard said residents in areas with high-end homes can follow these tips to help police apprehend suspects.

- Look out for each other and pay attention to what's going on in the neighborhood.
- If your wireless systems suddenly become inoperable and there is no explanation, call the local police department. Jammers could be responsible.
- If you see an unknown person or people in someone's backyard, call the police.

Bouchard said the suspects are difficult to track because they don't stay in one place for long.

He stressed that his campaign to apprehend suspects “has nothing to do with immigration.”

“We want anybody to have a better life, but people coming to make victims in our country – that’s what we’re focused on.”

Bouchard acknowledged that apprehending a few suspects is not likely to solve the break-ins, as there are more crews arriving from outside the United States.

“We’re trying to plug holes in a dam that’s breaking,” he said, asking for better vetting from federal authorities.