



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### APRIL, 2023

| DAY           | TITLE                                             | TIME               | LOCATION                                                |
|---------------|---------------------------------------------------|--------------------|---------------------------------------------------------|
| 3             | City Council Meeting                              | 7:00 PM            | Council Chamber<br>1827 N. Squirrel Road                |
| 5             | Planning Commission                               | 7:00 PM            | Council Chamber<br>1827 N. Squirrel Road                |
| 10            | Library Board                                     | 7:00 PM            | Auburn Hills Public Library<br>3400 Seyburn Drive       |
| 11            | Tax Increment Finance<br>Authority                | 4:00 PM            | Administrative Conference Room<br>1827 N. Squirrel Road |
| <del>13</del> | <del>Zoning Board of Appeals</del>                | <del>7:00 PM</del> | <b>CANCELED</b>                                         |
| 17            | City Council Meeting                              | 7:00 PM            | Council Chamber<br>1827 N. Squirrel Road                |
| <del>18</del> | <del>Brownfield Redevelopment<br/>Authority</del> | <del>6:00 PM</del> | <b>CANCELED</b>                                         |
| 24            | City Council Goals & Objectives<br>Workshop       | 5:30 PM            | Public Safety Building<br>1899 N. Squirrel Road         |

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



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### MAY, 2023

| DAY | TITLE                              | TIME    | LOCATION                                                |
|-----|------------------------------------|---------|---------------------------------------------------------|
| 1   | City Council Workshop              | 5:30 PM | Administrative Conference Room<br>1827 N. Squirrel Road |
| 1   | City Council Meeting               | 7:00 PM | Council Chamber<br>1827 N. Squirrel Road                |
| 3   | Planning Commission                | 7:00 PM | Council Chamber<br>1827 N. Squirrel Road                |
| 8   | Downtown Development Authority     | 5:30 PM | Administrative Conference Room<br>1827 N. Squirrel Road |
| 8   | Library Board                      | 7:00 PM | Auburn Hills Public Library<br>3400 Seyburn Drive       |
| 9   | Tax Increment Finance Authority    | 4:00 PM | Administrative Conference Room<br>1827 N. Squirrel Road |
| 11  | Zoning Board of Appeals            | 7:00 PM | Council Chamber<br>1827 N. Squirrel Road                |
| 15  | City Council Meeting               | 7:00 PM | Council Chamber<br>1827 N. Squirrel Road                |
| 16  | Brownfield Redevelopment Authority | 6:00 PM | Administrative Conference Room<br>1827 N. Squirrel Road |
| 23  | Public Safety Advisory Committee   | 5:00 PM | Public Safety Building<br>1899 N. Squirrel Road         |

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



**CITY OF AUBURN HILLS**  
**MONDAY, APRIL 3, 2023**  
**Regular City Council Meeting ♦ 7:00 PM**

Council Chamber, 1827 N. Squirrel Road, Auburn Hills MI  
248-370-9402 ♦ [www.auburnhills.org](http://www.auburnhills.org)

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- 1. MEETING CALLED TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF COUNCIL**
- 4. APPROVAL OF MINUTES**
  - 4a. City Council Regular Meeting Minutes, March 20, 2023.
- 5. APPOINTMENTS AND PRESENTATIONS**
  - 5a. Motion – To confirm the appointment of Karen Adcock as Director of Recreation and Senior Services.
- 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. Downtown Development Authority, March 13, 2023
    - 7a2. Tax Increment Finance Authority, March 14, 2023
  - 7b. Motion – To receive and file the encumbrance 2023 budget amendment.
  - 7c. Motion – To amend the 2023 budget to complete the Non-Union Compensation Study.
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
  - 9a. Motion – To approve the MDOT Contract for Harmon Road Improvements.
  - 9b. Motion – To approve the OHM Scope of Construction Services for the Harmon Road Rehabilitation Project.
- 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: APRIL 3, 2023

AGENDA ITEM NO 4A

CITY COUNCIL



## CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING **DRAFT** MINUTES

MARCH 20, 2023

**CALL TO ORDER:**

Mayor McDaniel at 7:00 PM.

**LOCATION:**

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

Present: Mayor McDaniel, Council Members Carrier, Cionka, Knight, Marzolf, Verbeke

Absent: Council Member Hawkins

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Ballantyne, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Mgr of Municipal Properties Wisser, Mgr. of Public Utilities Deman, Community Development Director Cohen, City Planner Keenan, Construction Coord Lang, Management Assistant Hagge, Engineers Juidici & Driesenga

13 Guests

**4. APPROVAL OF MINUTES**

**4a. City Council Workshop Minutes, March 6, 2023.**

**Moved by Verbeke, Seconded by Carrier.**

**RESOLVED: To approve the City Council Workshop Minutes of March 6, 2023.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.029**

**Motion Carried (6- 0)**

**4b. City Council Regular Meeting Minutes, March 6, 2023.**

**Moved by Verbeke, Seconded by Cionka.**

**RESOLVED: To approve the City Council Regular Meeting Minutes of March 6, 2023.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.030**

**Motion Carried (6- 0)**

**5. APPOINTMENTS AND PRESENTATIONS**

**6. PUBLIC COMMENT**

There was no public comment.

**7. CONSENT AGENDA**

**7a. Board and Commission Minutes**

7a1. Public Safety Advisory Committee, February 28, 2023

7a2. Planning Commission, March 8, 2023

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

**7b. Motion – To approve the purchase of Mobile Vehicle Mitigation Barriers.**

**RESOLVED: To approve the purchase of Archer 1200 barriers and trailer system from Meridian Rapid Defense Group in an amount not to exceed \$157,662.88 and the City Manager to convey acceptance by purchase order.**

**7c. Motion - To approve the MDOT Public Act 51 Mapping Updates.**

**RESOLVED: To approve resolution 23-01 through resolution 23-05 to add Hamlet Ct, Old Salem Ct, Old Salem Rd, Southampton Ct, and St. Marys Alley to the MDOT ACT 51 Map. (Attachment A)**

**7d. Motion – To authorize the City Manager to order and purchase road salt for the 2023/24 season.**

**RESOLVED: To authorize the City Manager to submit a road salt order of 2,500 tons to the State of Michigan for the 2023/24 season to participate in the MiDEAL bid process.**

**7e. Motion – To approve the 2023 HIDTA Sub-Recipient Agreement with Oakland County.**

**RESOLVED: To approve the 2023 HIDTA Agreement between Oakland County and the City of Auburn Hills and authorize the Chief of Police to sign the agreement on behalf of the City.**

**7f. Motion - To approve the Auburn Hills 2023 Painting Services Bid to Northstar Painting**

**RESOLVED: To award the Auburn Hills Painting Services 2023 bid to Northstar Painting, authorizing exterior painting services at Fieldstone Golf Course for \$27,625.00 and the DPW Brine Storage Area for \$2,200.00. Complete bid award is contingent upon funding approval from the respective Tax Increment Finance Authority budget line items. Budget funding was approved by the City Council as part of the 2023 Adopted Annual Budget depicted in the table below.**

| General Ledger Number | Amount      |
|-----------------------|-------------|
| 101-265-931.000       | \$2,200.00  |
| 584-753-808.000       | \$27,625.00 |
| 251-735-800.199       | \$26,500    |
| 253-737-800.199       | \$135,450   |

**Moved by Carrier, Seconded by Knight.**

**RESOLVED: To approve the Consent Agenda.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.031**

**Motion Carried (6- 0)**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

9a. Motion – To approve the Revised PUD Step Two – Site Plan and Tree Removal Permit / The Avant at Five Points.

Mr. Cohen presented the revisions for The Avant at Five Points PUD project and shared that this project was originally approved by City Council on November 18, 2019. He stated that the developer is wanting to change the interior units from 61 units to 68 units, removing the option for three-bedroom dwellings. These will be rental units per the original agreement. He stated that the physical structure will not be changing, only the interior designs. These changes will require seventeen additional parking spaces. He explained that there have been two main issues causing concerns from residents in the area: landscaping and excess water.

Mr. Hadid, owner of OYK Engineering and Construction was present.

Mr. Juidici explained that the existing water issues are due to the high-water table. He stated that swales will be installed to manage the different elevations allowing water to exit into the Hobart Drain and the storm water system, which at this time is only partially installed. It was also explained that there will be trees installed on the property to help with landscaping issues.

Patty Hassett, 2471 Joswick, addressed her concerns regarding the excess water and the workmanship of the project.

Mario DiBartolomeo, 2401 Joswick, spoke to the concerns regarding the craftsmanship and the elevation of the building.

Mayor McDaniel shared that he understands the concerns of the residents. However, he believes the engineering firm will make sure the developer follows the Development Agreement, or they do not get an occupancy permit. He also stated that the engineers have confirmed that what has been proposed will help the current water situation. Staff will handle any concerns with the wall through Code Enforcement. He reminded City Council that this area is zoned for B-2, which could allow for another type of establishment to be developed here.

Mr. Cohen reported that this land is zoned as B-2 but with a PUD overlay. He stated the PUD will address concerns with the wall. He stated that the wall, that was being referenced, did not display proper workmanship, so it was torn down and rebuilt and now displays a high level of workmanship.

Mr. Marzolf stated that he appreciates all the efforts that have been made. He stated that he has a fundamental problem with developing a wetland area. He also questioned the harmonious relationship with the development and the neighborhood, and this may have a detrimental effect on the natural characteristics of the parcel. He feels that there is too much of a development for too small of an area and expressed concern with water issues in the future that will be difficult to remedy.

Ms. Verbeke also shared her concerns regarding this development and is not in favor of developments where there are wetlands. She stated that Council has a responsibility to make sure the PUD is in the best interest of the community. She commented that if she lived in this area, she would have problems with the excess water as well. However, she stated she also understands the situation from the developer's point of view and his struggles with trying to complete a project through difficulties which have delayed the project.

**Moved by Cionka, Seconded by Knight.**

**RESOLVED:** To accept the Planning Commission's recommendation and approve the Revised PUD Step Two – Site Plan and Tree Removal Permit for The Avant at Five Points to construct a multiple-family residential development, subject to the conditions of the City's Administrative Review Team. The revised project, including all site improvements, shall be completed by July 1, 2024.

**VOTE: Yes:** Carrier, Cionka, Knight, McDaniel, Verbeke

**No:** Marzolf

**Resolution No. 23.03.032**

**Motion Carried (5- 1)**

9b. Public Hearing/Motion – To consider renewal of the remaining 2023 Liquor Licenses.

Ms. Pierce reported that Sonesta Select had paid their outstanding balance and recommended that the Public Hearing be cancelled for them and their liquor license be renewed.

Ms. Pierce reported that GotWings also paid their outstanding balances however, recommended that the Public Hearing still be held so that City Council could hear from the representative of Got Wings and ask any questions they may have as to why they were working without proper permits. She recommends that the liquor license be renewed.

Ms. Pierce reported that Rochester Mills Brewery and Tap Room has outstanding balances. She stated that they are not able to enter into a repayment schedule with Oakland County until they are in a foreclosure situation. Rochester Mills Brewery has been successful in paying some of their outstanding balance and they have submitted a letter addressing their plan for paying their past due bills. She is recommending the Public Hearing continue. She recommends their liquor license be renewed.

Mayor McDaniel opened the Public Hearing at 7:55 PM.

Got Wings owner, Ravi Ikkurthy was present and explained that he was trying to make improvements to the establishment and was not aware that permits were needed. Currently there is an architect working on a new design for this location and he is hoping to have it become a Sports Bar. All outstanding balances have been paid.

Rochester Mills Brewery and Tap Room Vice President, Eric Briggeman was present. He explained that he has submitted a repayment schedule to the City Clerk's Office. He clarified that this establishment is not being sold but in 2019 it was acquired by Two Roots Brewery, a parent company in Nevada.

The Mayor closed the Public Hearing at 8:00 PM.

**Moved by Verbeke, Seconded by Carrier.**

**RESOLVED:** To cancel the Public Hearing and to recommend approval of the annual liquor license renewal for Sonesta Select.

**VOTE: Yes:** Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke

No: None

**Resolution No. 23.03.033**

**Motion Carried (6- 0)**

**Moved by Carrier, Seconded by Cionka.**

**RESOLVED: To recommend approval of the annual liquor license renewal for GotWings.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.034**

**Motion Carried (6- 0)**

**Moved by Verbeke, Seconded by Cionka.**

**RESOLVED: To recommend approval of the annual liquor license renewal for Rochester Mills Brewery & Tap Room with the agreement that they will pay their financial obligation on the three dates as stated in the payment plan.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.035**

**Motion Carried (6- 0)**

9c. Motion – To accept the First Reading of an Ordinance to amend Chapter 74 to repeal existing Article I – Stormwater Discharge and adopt a new Article I – Stormwater Management and to set a Public Hearing for Second Reading / Adoption at the Meeting of April 17, 2023.

Mr. Keenan presented the first reading to amend Chapter 74, repealing Article 1 and adopting a new Article 1 for Stormwater Management. The new article will include three divisions that are required by EGLE under the City's NPDES Municipal Storm Sewer System permit. This will bring permit requirements into compliance.

**Moved by Carrier, Seconded by Knight.**

**RESOLVED: To accept the First Reading of the Ordinance to amend Chapter 74 – Utilities of the Auburn Hills Code of Ordinances, as amended, to repeal existing Article I – Stormwater Discharge and adopt a new Article I – Stormwater Management, to comply with EGLE's Municipal Separate Storm Sewer System permit requirements and to set for Public Hearing and Second Reading / Adoption at the meeting of April 17, 2023.**

**VOTE: Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke**

**No: None**

**Resolution No. 23.03.036**

**Motion Carried (6- 0)**

9d. Motion – To approve the resolution to file Chapter 20 Petition for the Clinton River Water Resource Recovery Facility Optimization Project.

Mr. Deman explained that the improvements will help to bring the Clinton River Water Resource Recovery Facility into compliance. The project and improvements will ensure this facility will operate for the good of the area and surrounding communities.

**Moved by Cionka, Seconded by Verbeke.**

**RESOLVED:** To approve the resolution to file Chapter 20 Petition for the Clinton River Water Resource Recovery Facility Optimization Project. (Attachment B)

**VOTE:** Yes: Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke

No: None

**Resolution No. 23.03.037**

**Motion Carried (6- 0)**

**10. COMMENTS AND MOTIONS FROM COUNCIL**

Ms. Verbeke – She commented that she appreciated the Roberts Rules of Order session that was provided to Board and Commission members. She asked to be updated on the railroad tracks at Joslyn and Brown Roads.

Mr. Knight – He shared that he has only missed five meetings in his 27 years of service and was sorry he missed the Roberts Rules of Order session. He contacted Chief Massingill and informed him of his support for the purchase of the new engine.

Mr. Carrier – He wished everyone a Happy Spring.

Mayor McDaniel – He stated that the Council's thoughts and prayers go out to Mr. and Mrs. Hawkins as they grieve the loss of Mrs. Hawkins mother.

**11. CITY ATTORNEY REPORT**

**12. CITY MANAGER REPORT**

Mr. Tanghe – He wished Mr. Knight a Happy 92<sup>nd</sup> Birthday.

**13. ADJOURNMENT**

Hearing no objections, the Mayor adjourned the meeting at 8:17 PM.

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Kevin R. McDaniel, Mayor

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Laura M. Pierce, City Clerk

## ATTACHMENT A

### RESOLUTION NO. 23-01 ACCEPTANCE OF HAMLET COURT FROM HAMLET ROAD TO ROADS END

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on March 20, 2023, the following resolution was offered by Council Member Carrier, and supported by Council Member Knight:

Whereas the City of Auburn Hills did acquire title to Hamlet Court.

And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the centerline of said street as described:

CENTERLINE OF HAMLET COURT (60 FT. WIDE)  
(BETWEEN HAMLET ROAD & ROADS END)

A centerline of road being situated in the South 1/2 of Section 35, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:  
Commencing at the W 1/4 corner of said Section 35; thence S 00°04'13" E 362.53 feet along the West line of said Section 35; thence N 77°00'09" E 2392.25 feet; thence S 12°59'51" E 206.0 feet; thence N 77°00'09" E 16.86 feet; thence S 12°59'51" E 60.0 feet; thence S 10°41'30" E 324.0 feet; thence N 79°18'30" E 120.0 feet; thence S 10°41'30" E 880.02 feet to a point on the South right of way line of Hamlet Road (60 ft. wide); thence along said South line 135.0 feet along a curve to the right, radius 180.0 feet, delta 42°58'24", chord bears N 79°12'27" W 131.86 feet; thence N 47°59'07" W 60.88 feet to a point on the centerline of Hamlet Court (60 ft. wide), also being the Point of Beginning; thence along said centerline: S 51°45'05" W 127.98 feet to the Point of Ending.

2. That said street is located within a City right-of-way and under the control of the City of Auburn Hills.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

AYES: 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke)

NAYES: None

ABSENT: 1 (Hawkins)

ABSTENTIONS: None

Resolution Adopted

STATE OF MICHIGAN )

COUNTY OF OAKLAND )

I, Laura M. Pierce, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Auburn Hills City Council held on the 20<sup>th</sup> day of March, 2023, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Laura M. Pierce

City Clerk

**RESOLUTION NO. 23-02**  
**ACCEPTANCE OF OLD SALEM COURT FROM OLD SALEM ROAD TO ROADS END**

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on March 20, 2023, the following resolution was offered by Council Member Carrier, and supported by Council Member Knight:

Whereas the City of Auburn Hills did acquire title to Old Salem Court.

And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the centerline of said street as described:

CENTERLINE OF OLD SALEM COURT (60 FT. WIDE)  
(BETWEEN OLD SALEM ROAD & ROADS END)

A centerline of road being situated in the South 1/2 of Section 35, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:  
Commencing at the W 1/4 corner of said Section 35; thence S 00°04'13" E 362.53 feet along the West line of said Section 35; thence N 77°00'09" E 890.0 feet; thence S 10°25'07" E 221.91 feet; thence S 14°53'56" E 64.45 feet; thence S 39°35'57" E 112.40 feet; thence S 27°23'59" W 75.21 feet; thence S 12°59'51" E 62.10 feet; thence S 07°29'45" W 63.98 feet; thence S 11°05'10" E 79.06 feet; thence S 01°52'30" E 41.85 feet; thence N 77°00'09" E 685.36 feet; thence S 12°59'51" E 120.0 feet to a point on the Northerly right of way line of Old Salem Road (60 ft. wide); thence along said Northerly line S 77°00'09" W 260.26 feet and 165.05 feet along a curve to the left, radius 315.0 feet, delta 30°01'16", chord bears S 61°59'31" W 163.17 feet; thence S 41°29'28" W 60.28 feet to a point on the centerline of Old Salem Court (60 ft. wide), also being the Point of Beginning; thence along said centerline of Old Salem Court N 54°00'00" W 105.0 feet to the Point of Ending.

2. That said street is located within a City right-of-way and under the control of the City of Auburn Hills.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

AYES: 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke)  
NAYES: None  
ABSENT: 1 (Hawkins)  
ABSTENTIONS: None

Resolution Adopted

STATE OF MICHIGAN )

COUNTY OF OAKLAND )

I, Laura M. Pierce, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Auburn Hills City Council held on the 20<sup>th</sup> day of March, 2023, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Laura M. Pierce

City Clerk

**RESOLUTION NO. 23-03**  
**ACCEPTANCE OF OLD SALEM ROAD FROM JAMESTOWN ROAD TO ROADS END**

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on March 20, 2023, the following resolution was offered by Council Member Carrier, and supported by Council Member Knight:

Whereas the City of Auburn Hills did acquire title to Old Salem Road.

And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the centerline of said street as described:

CENTERLINE OF OLD SALEM ROAD (60 FT. WIDE)  
(BETWEEN JAMESTOWN & ROADS END)

A centerline of road being situated in the South 1/2 of Section 35, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:  
Commencing at the W 1/4 corner of said Section 35; thence S 00°04'13" E 362.53 feet along the West line of said Section 35; thence N 77°00'09" E 890.0 feet; thence S 10°25'07" E 221.91 feet; thence S 14°53'56" E 64.45 feet; thence S 39°35'57" E 112.40 feet; thence S 27°23'59" W 75.21 feet; thence S 12°59'51" E 62.10 feet; thence S 07°29'45" W 63.98 feet; thence S 11°05'10" E 79.06 feet; thence S 01°52'30" E 41.85 feet; thence N 77°00'09" E 685.36 feet; thence S 12°59'51" E 150.0 feet to a point on the centerline of Old Salem Road (60 ft. wide), also being the Point of Beginning; thence along said centerline of Old Salem Road S 77°00'09" W 111.25 feet to a point on the centerline of Old Salem Road and the extended Westerly line of Jamestown Road, also being the Point of Ending.

2. That said street is located within a City right-of-way and under the control of the City of Auburn Hills.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

AYES: 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke)  
NAYES: None  
ABSENT: 1 (Hawkins)  
ABSTENTIONS: None

Resolution Adopted

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

I, Laura M. Pierce, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Auburn Hills City Council held on the 20<sup>th</sup> day of March, 2023, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Laura M. Pierce  
City Clerk

**RESOLUTION NO. 23-04**  
**ACCEPTANCE OF SOUTHAMPTON COURT FROM SOUTHAMPTON ROAD TO ROADS END**

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on March 20, 2023, the following resolution was offered by Council Member Carrier, and supported by Council Member Knight:

Whereas the City of Auburn Hills did acquire title to Southampton Court.

And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the centerline of said street as described:

CENTERLINE OF SOUTHAMPTON COURT (60 FT. WIDE)  
(BETWEEN SOUTHAMPTON ROAD & ROADS END)

A centerline of road being situated in the South 1/2 of Section 35, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:  
Commencing at the S 1/4 corner of said Section 35; thence S 89°39'29" W 878.40 feet along the South line of said Section 35; thence N 00°20'31" W 60.0 feet; thence N 89°39'29" E 20.0 feet; thence N 00°20'31" W 153.0 feet; thence S 89°39'29" W 20.0 feet; thence N 00°20'31" W 64.44 feet; thence N 60°30'12" W 24.51 feet; thence N 29°29'48" E 140.0 feet; thence N 38°57'15" E 60.82 feet; thence N 29°29'48" E 110.0 feet; thence N 33°56'24" W 54.04 feet; thence N 79°55'00" W 79.73 feet to a point on the Northerly right of way line of Southampton Road (60 ft. wide); thence along said Northerly line 106.01 feet along a curve to the right, radius 360.0 feet, delta 16°52'17", chord bears N 55°11'52" E 105.62 feet; thence N 68°25'53" E 60.22 feet to a point on the centerline of Southampton Court (60 ft. wide), also being the Point of Beginning; thence along said centerline of said Southampton Court N 16°39'01" W 149.88 feet to the Point of Ending.

2. That said street is located within a City right-of-way and under the control of the City of Auburn Hills.

3. That said street is a public street and is for public street purposes.

4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

AYES: 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke)  
NAYES: None  
ABSENT: 1 (Hawkins)  
ABSTENTIONS: None

Resolution Adopted

STATE OF MICHIGAN    )

COUNTY OF OAKLAND )

I, Laura M. Pierce, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Auburn Hills City Council held on the 20<sup>th</sup> day of March, 2023, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Laura M. Pierce

City Clerk

**RESOLUTION NO. 23-05**  
**ACCEPTANCE OF ST MARYS ALLEY FROM ST. MARYS STREET TO ROADS END**

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on March 20, 2023, the following resolution was offered by Council Member Carrier, and supported by Council Member Knight:

Whereas the City of Auburn Hills did acquire title to St. Marys Alley.

And whereas it is necessary to furnish certain information to the State of Michigan to place this street within the City Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended.

NOW THEREFORE IT IS RESOLVED:

1. That the centerline of said street as described:

CENTERLINE OF ST. MARYS ALLEY (20 FT. WIDE)  
(BETWEEN ST. MARYS STREET & ROADS END)

A centerline of alley being situated in the E 1/2 of the SW 1/4 of Section 5, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:

Commencing at the S 1/4 corner of said Section 5; thence S 87°06'42" W 1182.80 feet along the South line of said Section 5; thence N 13°09'25" W 405.48 feet along the Easterly right of way line of Baldwin Road; thence N 86°08'49" E 110.82 feet to a point on the centerline of St. Mary's Alley (20 ft. wide), also being the Point of Beginning; thence N 03°51'11" W 538.0 feet along said centerline to the Point of Ending.

2. That said street is located within a City right-of-way and under the control of the City of Auburn Hills.
3. That said street is a public street and is for public street purposes.
4. That said street is accepted into the municipal street system and is open to the public for public use on or before December 31, 2022.

AYES: 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke)  
NAYES: None  
ABSENT: 1 (Hawkins)  
ABSTENTIONS: None

Resolution Adopted

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

I, Laura M. Pierce, the duly qualified and appointed City Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular

meeting of the Auburn Hills City Council held on the 20<sup>th</sup> day of March, 2023, the original of which is on file in my office.

In witness whereof, I have hereunto affixed my official signature on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Laura M. Pierce  
City Clerk

**ATTACHMENT B**

At a public meeting of the Council of the City of Auburn Hills, Oakland County, Michigan held on March 20, 2023.

PRESENT: Council Members Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke

ABSENT: Council Member Hawkins

The following resolution was offered by Council Member Cionka and seconded by Council Member Verbeke :

Whereas: The Clinton River Water Resource Recovery Facility (the “Facility”) contributes to the safety of the public health and environment by providing for surface water quality in the area served by the Facility, including the City of Auburn Hills; and

Whereas: Certain equipment at the Facility that is necessary to provide such surface water quality is aging and obsolete; and

Whereas: A Consent Judgment ordered by the Ingham County Circuit Court on July 24, 2009 (the “Judgment”), between the City of Pontiac and the Michigan Department of Environmental Quality (subsequently renamed as the Michigan Department of Environment, Great Lakes, and Energy) with respect to the Facility, requires completion of actions specified in the Judgment, pursuant to Part 31 of Michigan’s Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended, to bring the Facility into compliance with the Michigan Department of Environment, Great Lakes, and Energy’s 2002 sanitary sewer overflow policy and clarification statement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN, as follows:

1. That the City of Auburn Hills make and cause to be filed a petition in form substantially as follows:

**PETITION**

**TO THE DRAINAGE BOARD FOR THE HEREINAFTER DESCRIBED  
OAKLAND COUNTY, MICHIGAN CLINTON RIVER WATER RESOURCE  
RECOVERY FACILITY DRAIN PROJECT**

The undersigned public corporation hereby petitions for the location, establishment study, design and construction of an intra-county drain project consisting of improving the Clinton River Water Resource Recovery Facility, an intra-county drain for the treatment of sanitary sewage located in the City of Pontiac, and all improvements necessary to bring the Clinton River Water Resource Recovery Facility into compliance with the Consent Judgment ordered by the Ingham County Circuit Court on July 24, 2009, between the City of Pontiac and the Michigan Department of Environmental Quality (subsequently renamed as the Michigan Department of Environment, Great Lakes, and Energy) with respect to the Clinton River Water Resource Recovery Facility, which improvements shall include, without limitation, one or more of the following:

1. At the Auburn Resource Recovery Facility:
  - a. Additions to and/or refurbishments of the facility's peak flow storage capacity along with additions and modifications to the secondary clarifier processes that satisfactorily meet the requirements of the State of Michigan Department of Environmental, Great Lakes and Energy, as well as all work, rights of way, easements, sitework, equipment and appurtenances necessary or incidental thereto;
  - b. Improvements to pump stations and appurtenances related to the sewage treatment process, and the addition of new secondary clarifiers including all sludge conveyance related channels and pipes;
  - c. Installation of new piping, electrical, controls and modifications to the existing blower system including building modifications;
  - d. Improvements to electrical system, backup generators and cogeneration units to centralize the power supply; and installation of new switchgear, primary and secondary power lines, low & medium voltage, related electrical gear; and the removal and replacement of obsolete generators, electrical wiring, conduit, poles and equipment to optimize the plant power supply from DTE Energy to all buildings and components of the facilities along with related control work;
  - e. Biogas cleaning and scrubbing equipment and related infrastructure additions and improvements to maximize and optimize plant operations and efficiencies relating to the sludge digestion processes including digester modifications and the thermal and microbial hydrolysis treatment trains;
  - f. All work, rights of way, easements, sitework, electrical and mechanical improvements, equipment and appurtenances necessary or incidental thereto.

- 2. At the East Boulevard Recovery Facility: installation of new switchgear, primary and secondary power lines and gear; and removal and replacement of obsolete generators, electrical wiring, conduit, poles and equipment to optimize the plant power supply from DTE Energy to all buildings and components of the facilities along with related control work;

Said drain project is necessary for the public health, and will serve property located entirely within the limits of the City of Auburn Hills, the Charter Township of Independence, the City of Lake Angelus, the Village of Lake Orion, the Charter Township of Oakland, the Charter Township of Orion, the Charter Township of Oxford, the City of Pontiac, the City of Rochester, the City of Rochester Hills, the Charter Township of Waterford and the Charter Township of West Bloomfield (collectively, the “Communities”). The Clinton River Water Resource Recovery Facility receives, treats and discharges sanitary wastewater originating in the County of Oakland only.

This petition is filed pursuant to the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.

It is understood and agreed that the entire cost of the drain project, including litigation costs and the amount of any judgment, arbitration award or settlement, to the extent such costs are payable by the proposed drainage district, is to be assessed against this petitioner and all other public corporations that benefit from the drain project and contribute to the conditions that make the drain project necessary.

A certified copy of the resolution of the governing body of *the City of Auburn Hills* authorizing execution of this petition is attached hereto.

**CITY OF AUBURN HILLS**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

2. That the *Mayor* and *City Clerk* are authorized and directed to execute the petition for and on behalf of the *City of Auburn Hills* and to file the same with the Water Resources Commissioner of the County of Oakland.
3. That the *City Council* hereby consents to the assessment of its share of the entire cost of the drain project against the *City*.
4. That the *City* agrees that it will pay its share of the costs incurred by the Oakland County Water Resources Commissioner or by the drainage district contemplated herein in the event the drain or any portion thereof, for any reason, is not constructed.
5. The *City* acknowledges that the County of Oakland, its Board of Commissioners, and the Oakland County Water Resources Commissioner will not contribute to the cost of the drain project or its operation and maintenance except to the extent that the County of Oakland may be assessed for the cost of the drain project or may agree to contribute to the cost of the drain project in accordance with the provisions of Chapter 20 of Act No. 40 of the Public Acts of Michigan of 1956, as amended.
6. That all prior resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

ADOPTED: Yeas - 6 (Carrier, Cionka, Knight, Marzolf, McDaniel, Verbeke) \_\_\_\_\_  
\_\_\_\_\_  
Nays - None \_\_\_\_\_

STATE OF MICHIGAN       )  
                                          ) SS

COUNTY OF OAKLAND    )

I hereby certify that that foregoing is a true and complete copy of a resolution adopted by the *Council* of the *City of Auburn Hills*, Oakland County, Michigan, at a *public* meeting held on *March 20, 2023*, the original of which is on file in my office. I certify further that notice of the meeting was given and such meeting was conducted in accordance with the Open Meetings Act.

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*City Clerk*

*City of Auburn Hills*



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 3, 2023

AGENDA ITEM NO 5A  
CITY MANAGER'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Brandon Skopek, Assistant City Manager  
**Submitted:** March 29, 2023  
**Subject:** Motion – To Confirm the Appointment of Karen Adcock as Director of Recreation and Senior Services

## INTRODUCTION AND HISTORY

Since the departure of our former Recreation Director, we have struggled to recruit a new one. Despite the caliber of all our facilities and services, as well as an enjoyable and supportive work environment, we were unable to recruit a well-qualified candidate. Recruiting included various methods such as posting on several job boards, attending the statewide recreation conference, and hiring a recruiter, to name a few. In the interim, Senior Services Director Karen Adcock has been doing everything possible to keep as much of the recreation department and its activities moving forward. This comes as no surprise to those of you who know her work ethic. She was assisted by Senior Services Coordinator Pauline Beckett, as well as the staff of the Community Center. It has been a noble effort on everyone's part. While working so closely with Ms. Adcock and Ms. Beckett, it became apparent that the merging of these two departments could likely be a solution to our staffing challenges. Many of the same procedures and processes are used by both departments, with the disciplines being different. As a result, we engaged Ms. Adcock and Ms. Beckett in a conversation about them taking on new roles as Director of Recreation and Senior Services and Assistant Director of Recreation and Senior Services, respectively. They both have the requisite knowledge, education, and experience to lead the combined department.

For City Council's benefit, the staffing needs in terms of full-time positions do not change. The former staffing model had two directors with two coordinators reporting to each. The new model has a Director, Assistant Director, and four coordinators. It should be noted that the new Director and Assistant Director's salaries combined equal that of two Directors, so there will be no added financial burden.

## STAFF RECOMMENDATION

The appointment of this newly combined department head position is made by the City Manager with confirmation by the City Council. The Assistant position requires no action. Mr. Skopek and I request your support of this reorganization and merger of Recreation and Senior Services and request your confirmation of Ms. Karen Adcock as the Director of Recreation and Senior Services, effective April 10, 2023, with an annual salary of \$80,991.00.

## MOTION

**Move to confirm the appointment of Ms. Karen Adcock to the position of Director of Recreation and Senior Services, effective April 10, 2023, with an annual salary of \$80,991.**

I CONCUR:

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THOMAS A. TANGHE, CITY MANAGER



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 3, 2023

AGENDA ITEM NO 7A1

DOWNTOWN DEVELOPMENT AUTHORITY

“Not Yet Approved”  
**CITY OF AUBURN HILLS  
DOWNTOWN DEVELOPMENT AUTHORITY MEETING**

**March 13, 2023**

**LOCATION:** Auburn Hills City Hall – Administrative Conference Room

**CALL TO ORDER:** Vice Chairperson Young called the meeting to order at 5:36 p.m.

**ROLL CALL:**

|               |                                                                                                                                                                                                                                      |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Present:      | Young (6:20pm), Jernigan, Gliniecki, Wise, Wayne                                                                                                                                                                                     |
| Absent:       | Casey, McDaniel, Bachan                                                                                                                                                                                                              |
| Also Present: | Stephanie Carroll, Economic Development Manager; Eveonne Roberts, Downtown Engagement Specialist; Andrew Hagge, Management Assistant; Steve Baldante, Department of Public Works Director; Annaka Norris, Main Street Oakland County |
| Guests:       | None                                                                                                                                                                                                                                 |

Vice Chairperson Jernigan called the meeting to order and moved through the agenda’s non-action items as there was not a quorum at the beginning of the meeting.

**PUBLIC COMMENT**

None.

**CORRESPONDENCE AND PRESENTATIONS**

Ms. Annaka Norris, Main Street Oakland County, presented an overview of how the Main Street program within Oakland County can assist Boards in the overall goals of revitalization, growth, and maintenance of local Downtown areas.

**BOARD MEMBER COMMENTS**

Mr. Gliniecki asked about a survey that went out to certain residents regarding a proposed dog park. He explained that the proposed park would sit within DDA boundaries and wanted to know if the Board had any involvement in the project.

Ms. Carroll explained that the survey came out of the City Manager’s Office regarding green space owned by the City and Mr. Hagge was present to answer any specific questions.

Mr. Wayne wanted to discuss what could be done now that the city no longer provides snow removal within the Downtown area and the potential options to be able hire a service so that all of the business in the downtown have their snow removed in a timely manner.

Ms. Carroll explained that the T.I.F.A. Board had historically paid for the service, but that City Council chose to go in a different direction. She explained that an option could be for all Downtown businesses to enter into a Special Assessment or special millage for the purposes of collective snow removal on their properties.

Chairperson Young arrived (6:20pm)

**ROLL CALL** – Officially taken. See list above for results.

**APPROVAL OF MINUTES**

**A. Informational Meeting Minutes – January 16, 2023**

Moved by Ms. Jernigan to approve the DDA Informational Meeting Minutes from January 16, 2023.

Seconded by Gliniecki

Motion carried

**B. Regular Meeting Minutes – January 16, 2023**

Moved by Mr. Gliniecki to approve the DDA Regular Meeting Minutes from January 16, 2023.

Seconded by Ms. Jernigan

Motion carried

**FINANCIAL REPORT**

**A. FY 2023 Adopted Budget and YTD Summary – February 28, 2023**

Ms. Carroll reviewed the financial report for period ending February 28, 2023.

Moved by Mr. Wayne to receive and file the financial report for period ending February 28, 2023.

Seconded by Ms. Wise

Motion carried

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

**A. Purchase of Flashing Crosswalk Sign Uplift Kits**

Mr. Hagge reviewed the memo dated February 21, 2023, regarding the request for funding flashing crosswalk signs in order to make several pedestrian crossings within the DDA bounds safer for visitors and residents.

Mr. Baldante explained that the Roads Division and PD would make sure that the timing of each flashing sign would directly correlate to the traffic patterns of the specific crosswalk.

Moved by Mr. Wayne to provide funding to purchase Solar-Powered Flashing Crosswalk Sign Uplift Kits from Carrier & Gable, Inc. at 24110 Research Drive, Farmington Hills, MI 48335 at the not to exceed amount of \$29,000.00.

Seconded by Ms. Wise

Yes: Young, Jernigan, Gliniecki, Wayne, Wise

No: None

Motion carried

**B. Resolution Approving Special Liquor License for SeptemBEERfest**

Ms. Carroll reviewed the memo dated February 13, 2023, regarding the necessary Special Liquor License from the State of MI for the Board's SeptemBEERfest event.

Moved by Ms. Wise to approve the attached authorizing the application for a Special License. Furthermore, authorize the Executive Director to execute all documents related to the application for the Special License.

Seconded by Ms. Jernigan

**Yes: Young, Jernigan, Gliniecki, Wayne, Wise**  
**No: None**

**Motion carried**

**C. RFP for Wayfinding Signage Design Project**

Ms. Carroll reviewed the memo dated March 6, 2023 regarding the drafted RFP and the next steps in the overall branding campaign for the Downtown.

**Moved by Ms. Jernigan to authorize the Executive Director to establish a committee to guide and implement the wayfinding sign project and release the RFP document by April 3, 2023.**

**Seconded by Ms. Wise**

**Yes: Young, Jernigan, Gliniecki, Wayne, Wise**  
**No: None**

**Motion carried**

**EXECUTIVE DIRECTOR UPDATE**

Ms. Carroll updated the Board on the Recreation Department's search for a director. She informed the Board that in the absence of a director and staff, the DDA, specifically Ms. Roberts, has been assisting in the planning of the City's signature events, including Friday Night Concerts and Summerfest.

Ms. Carroll reminded the Board of joint TIFA/DDA meeting to be held on Monday, May 8 at Hawk Woods. Dinner will be served.

**ANNOUNCEMENT OF NEXT MEETING**

Chairman Young requested the July meeting be moved due to vacations, etc. Ms. Carroll confirmed she would change the Downtown Development Authority Board of Directors meeting to Monday, July 31, at 5:30 p.m. at City Hall in the Administrative Conference Room.

**ADJOURNMENT**

**Moved by Mr. Gliniecki to adjourn the DDA Board meeting.**

**Motion carried**

**The DDA Board of Directors meeting adjourned at 6:57 p.m.**

Respectfully submitted,  
Eveonne Roberts  
Downtown Engagement Specialist



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: APRIL 3, 2023**

**AGENDA ITEM NO 7A2**

**TAX INCREMENT FINANCE AUTHORITY**

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

**March 14, 2023**

**CALL TO ORDER:** Chairman Kneffel called the meeting to order at 4:03 PM.

**ROLL CALL:** Present: Kneffel, Moniz, Goodhall, Carrier, Gudmundsen, Eldredge  
Absent: Waltenspiel  
Also Present: Brandon Skopek, Assistant City Manager / TIFA Executive Director; Andrew Hagge, Management Assistant; Ryan Gagnon, Chief of Police  
Guests: None

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

**PERSONS WISHING TO BE HEARD**

None.

**APPROVAL OF MINUTES**

**A. TIFA Regular Meeting Minutes – February 14, 2023**

There was no discussion on the approval of the minutes.

**Moved by Mr. Goodhall to approve the TIFA Regular Meeting Minutes from February 14, 2023 as presented.**  
**Seconded by Mr. Carrier**

**Yes:** Kneffel, Moniz, Goodhall, Carrier, Gudmundsen, Eldredge  
**No:** none

**Motion carried**

**CORRESPONDENCE & PRESENTATIONS**

None.

**CONSENT AGENDA**

**A. FY 2023 Adopted Budget and YTD Summary – February 28, 2023**

**RESOLVED:** To receive and file the financial report for the period ending February 28, 2023.

**B. Construction Staging Area Extension – Detroit Riverside Capital (Riverside 2, LLC)**

**RESOLVED:** To approve the amendment to the April 6, 2022 agreement with Detroit Riverside Capital (Riverside 2, LLC) to extend the use of the Tax Increment Finance Authority owned property located at Parcel Identification Number 14-36-126-027 until May 15, 2023. Furthermore, authorize the Executive Director to sign the amendment to the April 6, 2022 agreement.

**Moved by Mr. Goodhall to approve the Consent Agenda**  
**Seconded by Mr. Moniz**

**Yes:** Kneffel, Moniz, Goodhall, Carrier, Gudmundsen, Eldredge  
**No:** none

**Motion carried**

### **UNFINISHED BUSINESS**

None.

### **NEW BUSINESS**

#### **A. Proposal to Purchase Mobile Vehicle Mitigation Barriers**

Chief Gagnon presented a memo dated March 7, 2023. He noted that since 2020 there have been over a dozen vehicle-borne attacks in the United States and over the last several years there have been barrier products developed by companies that can be rapidly deployed, with minimum staffing/equipment needed, that will stop a vehicle-borne ramming attack. These barriers can easily be deployed and moved with one person when needed. Chief Gagnon noted that the Police Department issued an invitation to bid to provide a solution to close roads with mobile vehicle barriers, with three vendors responding. The Police Department recommends the purchase of the Archer 1200 barriers and trailer from Meridian Rapid Defense Group based on positive reviews, ease of deployment, and their listing as an approved product by the US Department of Homeland Security. Funding for this purchase would be split between the TIFA and the City's General Fund.

TIFA Board members discussed possible deployment, color, and designs of these barriers.

**Moved by Mr. Carrier to approve the purchase of the Archer 1200 barriers and trailer system utilizing \$44,242.88 in TIFA funds. Furthermore, approve a budget amendment to the TIF-A budget to increase appropriations in support of this purchase. Approval of this purchase is contingent upon funding approval from the City Council.**  
**Seconded by Mr. Goodhall**

**Yes:** Kneffel, Moniz, Goodhall, Carrier, Gudmundsen, Eldredge  
**No:** None

**Motion Carried**

### **EXECUTIVE DIRECTOR UPDATE**

Mr. Skopek reminded the Board of the Robert's Rules of Order and Open Meetings Act training being held on March 15 at City Hall. He updated the Board that staff is working with OHM Advisors on stormwater and road improvement projects in TIF District B. He updated the Board that the Downtown Development Authority is working on a wayfinding initiative for downtown and are seeking committee members to assist.

### **BOARD MEMBER COMMENTS**

None.

### **ANNOUNCEMENT OF NEXT MEETING**

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, April 11, 2023 at 4:00 p.m. at City Hall in the Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

**ADJOURNMENT**

**Moved by Mr. Moniz to adjourn the TIFA Board meeting.**

**Seconded by Dr. Eldredge**

**Yes: Kneffel, Moniz, Goodhall, Carrier, Gudmundsen, Eldredge**

**No: none**

**Motion carried**

**The TIFA Board of Directors meeting adjourned at 5:07 p.m.**

Steve Goodhall  
Secretary of the Board

Brandon Skopek  
Assistant City Manager / TIFA Executive Director



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: APRIL 3, 2023**

**AGENDA ITEM NO 7B**

**FINANCE/TREASURER**

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Chris Winter, Accountant  
**Submitted:** March 28, 2023  
**Subject:** Motion – To receive and file the encumbrance 2023 budget amendment increasing the 2023 budget for encumbered goods or services not yet received as of 12/31/2022.

## **INTRODUCTION AND HISTORY**

City council began approving encumbrance budget amendments in 2021. The purpose of the encumbrance amendment is to give City Council transparency to see what 2022 budgeted funds of expected goods and services were encumbered in 2022 but are not expected to be received until 2023. It also supports why funds and/or departments may appear to come under budget at the end of any given year. While rolling encumbrances forward with an amendment for any particular year may significantly increase the next year's budget, it is only increasing with funds that were already anticipated to be spent in the previous fiscal year.

At the 2/15/2021 City Council meeting, City Council approved the Finance Director and assigned staff the authorization to roll appropriate year end purchase orders forward with an approved budget amendment from one fiscal year to the next fiscal year with the amendments coming before City Council in an informational memo to receive and file. The attached detail report supports the amendment.

## **STAFF RECOMMENDATION**

Staff recommends the City Council review the amount of the 2022 budget that will be shifted to the 2023 budget, and receive and file the attached encumbrance budget amendment that amends the 2023 budget for necessary open encumbrances as of 12/31/2022.

## **MOTION**

**Move to receive and file the encumbrance 2023 budget amendment increasing the 2022 budget for encumbered goods or services not yet received as of 12/31/2022.**

**I CONCUR:**

---

**THOMAS A. TANGHE, CITY MANAGER**

**2023 ROLL OVER OF ENCUMBRANCES DETAIL**

| Fund or General Fund |        |                              |                            |                                                                                     |                 |
|----------------------|--------|------------------------------|----------------------------|-------------------------------------------------------------------------------------|-----------------|
| Dept                 | PO     | GL Number                    | VENDOR                     | Description                                                                         | INCREASE        |
| MIS                  | 226913 | 101-228-934.000              | BSB COMMUNICATIONS         | Phone System Upgrade Project                                                        | \$ 11,426.00    |
| FACILITIES           | 226840 | 101-265-931.100              | North Electric Supply      | Street Light Replacements                                                           | \$ 2,950.00     |
| FACILITIES           | 226814 | 101-265-933.000-PUBSAFE_1899 | K&S Ventures               | AHU 1 Repair                                                                        | \$ 878.51       |
| FACILITIES           | 226930 | 101-265-975.000-DPWBLDG_1500 | AC Building Systems        | DPW HVAC Building Renovations                                                       | \$ 295,500.00   |
| POLICE- PATROL       | 226866 | 101-301-733.000              | KIESLER POLICE SUPPLY, INC | Safariland Single Strap Leg Shroud                                                  | \$ 1,982.50     |
| POLICE- PATROL       | 226922 | 101-301-799.000              | KIESLER POLICE SUPPLY, INC | Gas Masks New Hires                                                                 | 966.34          |
| FIRE- SUPPRESSION    | 237052 | 101-339-814.000              | FIRST DUE                  | Station Software Platform                                                           | \$ 28,150.00    |
| PARKS                | 226762 | 101-770-937.001-CLINTONTR_25 | ANGLIN CIVIL, LLC          | Clinton River Trail Resurfacing                                                     | \$ 116,896.32   |
| PARKS                | 226552 | 101-770-972.001-HAWKWDS-3799 | PLAYWORLD                  | Play ground                                                                         | \$ 6,559.25     |
| PARKS                | 226597 | 101-770-972.001-MANITOB_4220 | OHM                        | 2023 Local Road Reconstruction Program Design                                       | \$ 7,431.75     |
| GENERAL CAPITAL      | 226914 | 101-901-975.000-PKSTRU_3381  | RICH AND ASSOCIATES        | Parking Structure Addition-Architect                                                | \$ 234,600.00   |
| MAJOR ROADS          | 237013 | 202-452-817.000              | OHM                        | 2022 Paser Ratings                                                                  | \$ 1,617.25     |
| MAJOR ROADS          | 226419 | 202-452-973.000-LAPEERCONNCT | G2 Consulting              | Local Road Improvements Material Testing- Bald Mountain, Shimmons, Lapeer Connector | \$ 18,500.00    |
| MAJOR ROADS          | 226420 | 202-452-973.000-LAPEERCONNCT | OHM                        | Local Road Improvements CE/CA - Bald Mountain, Shimmons, Lapeer Connector           | \$ 103,107.00   |
| MAJOR ROADS          | 226432 | 202-452-973.000-LAPEERCONNCT | Angelo lafrate             | 2022 Local Road improvements (Bald Mountain/Shimmons/Lapeer Connector)              | \$ 1,213,451.00 |
| LOCAL ROADS          | 226419 | 203-453-973.000              | G2 Consulting              | Local Road Improvements Material Testing- Bald Mountain, Shimmons, Lapeer Connector | \$ 2,383.00     |
| LOCAL ROADS          | 226528 | 203-453-973.000-CORPORATESAD | G2 Consulting              | Five Points/Corporate SAD Material Testing Road Reconstruct]                        | \$ 5,222.12     |
| LOCAL ROADS          | 226529 | 203-453-973.000-CORPORATESAD | OHM                        | Five Points/Corporate SAD CA/CE 2022 Construction                                   | \$ 19,338.00    |
| LOCAL ROADS          | 226535 | 203-453-973.000-CORPORATESAD | ML Chartier Excavation     | Reconstructionof Five Points/Corporate SAD                                          | \$ 7,953.73     |
| TIFA A               | 226805 | 251-735-931.000-PKSTRUC_3381 | OHM                        | CE/CA Services                                                                      | \$ 59,436.50    |
| TIFA A               | 226806 | 251-735-931.000-PKSTRUC_3381 | RAM CONSTRUCTION SERVICES  | PRIMARY PARKING STRUCTURE REPAIRS                                                   | \$ 386,214.00   |
| TIFA D               | 226846 | 253-737-975.000              | Sandra Stacey Design       | Community Center Furniture                                                          | \$ 6,064.29     |
| TIFA D               | 226846 | 253-737-975.000-FIREADM_3410 | Sandra Stacey Design       | FDHQ Furniture                                                                      | \$ 2,826.07     |
| TIFA D               | 226855 | 253-737-975.000-FIREADM_3410 | Clear Fortress Windows     | FDHQ-Solar Shades                                                                   | \$ 6,000.00     |
| TIFA D               | 226916 | 253-737-975.000-FIREADM_3410 | Sandra Stacey Design       | FDHQ Office Supply Room Cabinets                                                    | \$ 3,382.00     |
| TIFA D               | 226919 | 253-737-975.000-FIREADM_3410 | Cynergy Products Inc.      | FDHQ Radio Equipment                                                                | \$ 1,443.25     |
| CAPITAL PROJECTS     | 215744 | 401-000-228.000              | State of Michigan          | Auburn Road Construction                                                            | \$ 16,710.35    |
| CAPITAL PROJECTS     | 226596 | 401-901-935.000-21BDPARAMNTE | G2 Consulting              | Geo Services for Design of 2023 Local Road Reconstruction Program                   | \$ 10,000.00    |
| CAPITAL PROJECTS     | 226597 | 401-901-935.000-21BDPARAMNTE | OHM                        | 2023 Local Road Reconstruction Program Design                                       | \$ 19,829.00    |
| CAPITAL PROJECTS     | 226419 | 401-901-935.000-21BDSHIMMONS | G2 Consulting              | Local Road Improvements Material Testing- Bald Mountain, Shimmons, Lapeer Connector | \$ 3,099.62     |
| CAPITAL PROJECTS     | 226432 | 401-901-935.000-21BDSHIMMONS | Angelo lafrate             | 2022 Local Road improvements (Bald Mountain/Shimmons/Lapeer Connector)              | \$ 18,478.71    |
| CAPITAL PROJECTS     | 205386 | 401-901-973.000-21BDAUBURNRD | OHM                        | Auburn Road @ Water Main Construction services                                      | \$ 8,416.25     |
| CAPITAL PROJECTS     | 215744 | 401-901-973.000-21BDAUBURNRD | State of Michigan          | Auburn Road Construction                                                            | \$ 141,501.34   |
| CAPITAL PROJECTS     | 226596 | 401-901-973.000-21BDCNDIANSB | G2 Consulting              | Geo Services for Design of 2023 Local Road Reconstruction Program                   | \$ 20,000.00    |
| CAPITAL PROJECTS     | 226597 | 401-901-973.000-21BDCNDIANSB | OHM                        | 2023 Local Road Reconstruction Program Design                                       | \$ 92,102.00    |
| CAPITAL PROJECTS     | 226528 | 401-901-973.000-21BDFIVEPNTS | G2 Consulting              | Five Points/Corporate SAD Material Testing Road Reconstruct]                        | \$ 978.25       |
| CAPITAL PROJECTS     | 226529 | 401-901-973.000-21BDFIVEPNTS | OHM                        | Five Points/Corporate SAD CA/CE 2022 Construction                                   | \$ 14,497.25    |
| CAPITAL PROJECTS     | 226535 | 401-901-973.000-21BDFIVEPNTS | ML Chartier Excavation     | Reconstructionof Five Points/Corporate SAD                                          | \$ 182,457.19   |
| CAPITAL PROJECTS     | 226465 | 401-901-973.000-21BDHARMONRD | G2 Consulting              | Harmon Road Reconstruction Design Material Testing                                  | \$ 5,200.00     |
| CAPITAL PROJECTS     | 226466 | 401-901-973.000-21BDHARMONRD | OHM                        | Harmon Road Reconstruction Design                                                   | \$ 13,305.00    |

|                                         |        |                              |                         |                                                                                     |                            |
|-----------------------------------------|--------|------------------------------|-------------------------|-------------------------------------------------------------------------------------|----------------------------|
| CAPITAL PROJECTS                        | 226382 | 401-901-973.000-21BDTAYLORRD | G2 Consulting           | Taylor Rd Construction Material Testing                                             | \$ 1,814.19                |
| CAPITAL PROJECTS                        | 226383 | 401-901-973.000-21BDTAYLORRD | OHM                     | Taylor Rd CE/CA Services                                                            | \$ 3.00                    |
| CAPITAL PROJECTS                        | 226385 | 401-901-973.000-21BDTAYLORRD | State of Michigan       | Taylor Rd Construction                                                              | \$ 19,073.31               |
| CAPITAL PROJECTS                        | 226419 | 401-901-973.000-21BNDBALDMTN | G2 Consulting           | Local Road Improvements Material Testing- Bald Mountain, Shimmons, Lapeer Connector | \$ 1,293.43                |
| CAPITAL PROJECTS                        | 226432 | 401-901-973.000-21BNDBALDMTN | Angelo lafrate          | 2022 Local Road improvements (Bald Mountain/Shimmons/Lapeer Connector)              | \$ 197,648.71              |
| CAPITAL PROJECTS                        | 216110 | 401-901-975.000-21BDDPWHVAC  | OHM                     | HVAC DPW                                                                            | \$ 3,407.25                |
| SEWER                                   | 226915 | 592-535-799.000              | Zenner Performance      | Stealth MIU's                                                                       | \$ 4,675.00                |
| SEWER                                   | 226734 | 592-535-971.000              | OHM                     | 2022 Sewer Rehabilitation CE/CA & inspection services                               | \$ 50,725.25               |
| SEWER                                   | 226830 | 592-535-971.000              | Pipeline Management     | 2022 Sewer Rehabilitation project                                                   | \$ 112,216.21              |
| WATER                                   | 226612 | 592-536-770.000              | Ferguson US Holding     | 3/4" & 1" meters                                                                    | \$ 2,626.91                |
| WATER                                   | 226839 | 592-536-770.000              | Hydrocorp Meter         | 1.5 inch meters                                                                     | \$ 3,919.45                |
| WATER                                   | 226915 | 592-536-799.000              | Zenner Performance      | Stealth MIU's                                                                       | \$ 4,675.00                |
| WATER                                   | 226491 | 592-536-971.002              | Kennedy Industries      | 12" Singer PRV for AH04                                                             | \$ 12,033.00               |
| WATER                                   | 205386 | 592-536-971.002-AUBURNROADXX | OHM                     | Auburn Road @ Water Main Construction services                                      | \$ 11,695.25               |
| WATER                                   | 215744 | 592-536-971.002-AUBURNROADXX | State of Michigan       | Auburn Road Construction                                                            | \$ 140,609.40              |
| WATER                                   | 226788 | 592-536-971.002-DUTTONWM     | OHM                     | Dutton WM extension design services                                                 | \$ 101,658.25              |
| WATER                                   | 226432 | 592-536-971.002-LAPEERCONNCT | Angelo lafrate          | 2022 Local Road improvements (Bald Mountain/Shimmons/Lapeer Connector)              | \$ 205,356.00              |
| FLEET                                   | 226897 | 661-594-972.000              | G2 Consulting           | Geotechnical Survey of DPW Back Lot                                                 | \$ 3,500.00                |
| FLEET                                   | 226238 | 661-594-977.000              | Morrison Industrial     | 2022 Mitsubishi FGC40K6 Forklift - E175 Replacement                                 | \$ 52,648.13               |
| FLEET                                   | 226323 | 661-594-977.000              | R&M Motors              | 2022 Kubota RTV-X900WL-H for Hawkwoods                                              | \$ 14,877.83               |
| FLEET                                   | 226648 | 661-594-981.000              | Versalift Midwest       | 2022 RAM Promaster 3500 Cargo Van & 3500 RAM Utility Truck                          | \$ 123,036.00              |
| FLEET                                   | 226728 | 661-594-981.000              | LaFontaine Chrysler     | 12 Vehicles                                                                         | \$ 144,882.00              |
| FLEET                                   | 237066 | 661-594-981.000              | EMERGENCY VEHICLES PLUS | 2023 Ambulance Type 1 Wheeled Coach                                                 | \$ 276,087.00              |
| <b>TOTAL 2023 ENCUMBRANCE AMENDMENT</b> |        |                              |                         |                                                                                     | <b><u>4,579,314.41</u></b> |



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 3, 2023

AGENDA ITEM NO 7C  
CITY MANAGER'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Andrew Hagge, Management Assistant  
**Submitted:** Wednesday, March 29<sup>th</sup>  
**Subject:** Motion – To amend the 2023 budget to complete the Non-Union Compensation Study

## **INTRODUCTION AND HISTORY**

In 2020, the City Manager's Office engaged Munetrix to conduct a wage study for the City of Auburn Hills' Non-Union personnel. Using Munetrix data, we were able to establish comparable communities, and set out to gather wage ranges and current salaries for each of our non-union positions. Since that time, salary ranges have not been adjusted and we are finding the need to look at our non-union positions once again to make certain that we remain competitive with comparable communities. To do so, we issued an RFP for a consultant to study each of our position descriptions, along with their corresponding wages and benefits. We feel strongly that our organization is best served by a third-party study that is not influenced by our own staff.

On February 10, 2023, the City of Auburn Hills issued a Request for Proposals (RFP) for a Comprehensive Non-Union Salary and Benefits Review & Analysis. The due date to submit a proposal was Thursday, March 2, 2023. We received bid proposals from six different vendors, and staff has decided to move forward with the lowest qualified bidder, GovHR. The total cost for GovHR to complete this project is \$12,300.00. That amount is lower than the \$25,000 threshold for services that would trigger City Council approval. However, this item is before the City Council today to request a budget amendment because this project was not budgeted for in 2023. Furthermore, to give the City Council more context for this project, the scope of work is italicized below. Additionally, the City of Auburn Hills has requested that the vendor not seek out comparable wage and benefit data from other communities until August 1, 2023. Starting the survey collection post-August 1<sup>st</sup> will allow for the City of Auburn Hills to obtain the most up-to-date data, since many communities begin their new fiscal year on July 1. We can expect to have the results of this study in the fourth quarter of 2023.

*The successful vendor will analyze and review the job descriptions, wages, and benefits for all City of Auburn Hills non-union personnel. The vendor will analyze the statistics and characteristics of the City of Auburn Hills and select the most appropriate comparable jurisdictions. The vendor will collect survey data regarding job descriptions, wages, and benefits from the established comparable jurisdictions. The vendor will present survey data to Auburn Hills' staff and present recommendations and analysis for each of the non-union positions.*

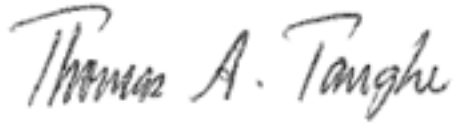
## **STAFF RECOMMENDATION**

Staff is recommending an amendment to the 2023 budget in the amount of \$12,300 to complete the Non-Union Personnel Compensation Study.

## **MOTION**

**Move to amend the FY2023 General Fund budget by increasing appropriations by \$12,300 to complete the Compensation Study for the City of Auburn Hills' Non-Union Personnel.**

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive, flowing style with a large initial 'T'.

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THOMAS A. TANGHE, CITY MANAGER



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: APRIL 3, 2023**

**AGENDA ITEM NO 9A**

**DEPARTMENT OF PUBLIC WORKS**

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Stephen Baldante, DPW Director; Jason Hefner, Manager of Fleet & Roads  
**Submitted:** March 20, 2023  
**Subject:** Motion – Approve Michigan Department of Transportation Contract for Harmon Road Improvements – Contract No. 23-5068

## **INTRODUCTION AND HISTORY**

Attached is a resolution that states the City of Auburn Hills will accept the conditions and contract with the Michigan Department of Transportation (MDOT) for the rehabilitation of Harmon Road from Joslyn Road to Lapeer Road (M-24). This project will include a mill of the current surface with asphalt replacement, spot curb replacement and pathway connections, and storm sewer repair/replacement where needed. The City of Auburn Hills applied and was approved for approximately \$2.376M in Federal funds to complete the project. Since this project is receiving Federal funds, it will be administered by MDOT and requires an executed agreement between the City and MDOT. The contract agreement (Exhibit #1), schedule of estimated cost (Exhibit 2), and required resolution (Exhibit 3) are included for reference. The required resolution is for the delegation of authority to Thomas A. Tanghe, City Manager, and Stephen Baldante, Director of Public Works, to sign the contract on behalf of the City.

The MDOT contract is a straightforward cost participation agreement that the City has used in the past, most recently with the Taylor Road work done in 2022. The contract is broken into 2 parts, A and B. Part A falls under Federal participation for the rehabilitation of the road portions of the project while part B contains the “non-transportation” parts of the project. This contract identifies MDOT as the contract administrator, defines the appointment of the project engineer, project costing responsibility, project protocol, hazardous substance discovery and remediation, defending and resolving claims, and contractor insurance requirements.

The project is currently out to bid and will be followed by an expedited award. Construction is expected to begin in early spring this year. The City’s portion of this project after Federal Funds is estimated to be \$498,341 to be paid from road bond account 401-901-973.000-21BDHARMONRD with pathway improvements being paid from 202-452-973-005-21BDHARMONRD. Currently budgeted in these funds is \$1,956,483.00 and \$260,000.00 respectively.

## **STAFF RECOMMENDATION**

Staff recommends approving the resolution to enter into contract 23-5068 with the Michigan Department of Transportation for the Harmon Road Improvements Project.

## **MOTION**

**Move to approve the resolution to enter into contract 23-5068 with the Michigan Department of Transportation for the Harmon Road Improvements Project.**

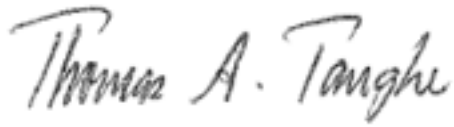
## **EXHIBITS**

Exhibit 1 – Copy of Contract Agreement

Exhibit 2 – Schedule of Estimated Cost (broken out of contract agreement)

Exhibit 3 – MDOT Required Resolution

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive style with a large, stylized 'T' and 'A'.

---

THOMAS A. TANGHE, CITY MANAGER

STP, HIC

|                 |                     |
|-----------------|---------------------|
| Control Section | DA                  |
| Job Number      | STU 63000           |
| Project         | 210733CON           |
| CFDA No.        | 23A0350             |
|                 | 20.205 (Highway     |
|                 | Research Planning & |
|                 | Construction)       |
| Contract No.    | 23-5068             |

## PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF AUBURN HILLS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Auburn Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 6, 2023, attached hereto and made a part hereof:

### PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing, shared use path, concrete curb, gutter and curb ramps along Harmon Road from Joslyn Road to Lapeer Road (M-24), including earthwork, aggregate base, storm sewer, drainage structures, pavement joint and crack repair, non-reinforced concrete base course, permanent signing and pavement markings; and all together with necessary related work.

### PART B – NO FEDERAL PARTICIPATION

Irrigation and audio-visual route survey along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID  
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$200,977, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 *et seq.* and MCL 324.21323a *et seq.* The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the

remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request,

copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF AUBURN HILLS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
*for* Department Director MDOT

By \_\_\_\_\_  
Title:



March 6, 2023

EXHIBIT I

|                 |           |
|-----------------|-----------|
| CONTROL SECTION | STU 63000 |
| JOB NUMBER      | 210733CON |
| PROJECT         | 23A0350   |

ESTIMATED COST

CONTRACTED WORK

|                | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$2,858,500   | \$ 16,000     | \$2,874,500  |

COST PARTICIPATION

|                                    |                    |             |                    |
|------------------------------------|--------------------|-------------|--------------------|
| GRAND TOTAL ESTIMATED COST         | \$2,858,500        | \$ 16,000   | \$2,874,500        |
| Less Federal Funds                 | <u>\$2,376,159</u> | <u>\$ 0</u> | <u>\$2,376,159</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 482,341         | \$ 16,000   | \$ 498,341         |

NO DEPOSIT

DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

## PART II

### STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
  - 1. Engineering
    - a. FAPG (6012.1): Preliminary Engineering
    - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
    - c. FAPG (23 CFR 635A): Contract Procedures
    - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
  - 2. Construction
    - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
    - b. FAPG (23 CFR 140B): Construction Engineering Costs
    - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
    - d. FAPG (23 CFR 635A): Contract Procedures
    - e. FAPG (23 CFR 635B): Force Account Construction
    - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
  - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
  - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
- 3. Modification Or Construction Of Railroad Facilities
  - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
  - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
  - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
  - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
  - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

### SECTION III

#### ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package  
The Data Collection Form  
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education  
Accounting Service Center  
Hannah Building  
608 Allegan Street  
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number \_\_\_\_\_", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

## SECTION IV

### MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A

### PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## **APPENDIX C**

### **TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES**

#### **Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

March 6, 2023

EXHIBIT I

|                 |           |
|-----------------|-----------|
| CONTROL SECTION | STU 63000 |
| JOB NUMBER      | 210733CON |
| PROJECT         | 23A0350   |

ESTIMATED COST

CONTRACTED WORK

|                | <u>PART A</u> | <u>PART B</u> | <u>TOTAL</u> |
|----------------|---------------|---------------|--------------|
| Estimated Cost | \$2,858,500   | \$ 16,000     | \$2,874,500  |

COST PARTICIPATION

|                                    |                    |             |                    |
|------------------------------------|--------------------|-------------|--------------------|
| GRAND TOTAL ESTIMATED COST         | \$2,858,500        | \$ 16,000   | \$2,874,500        |
| Less Federal Funds                 | <u>\$2,376,159</u> | <u>\$ 0</u> | <u>\$2,376,159</u> |
| BALANCE (REQUESTING PARTY'S SHARE) | \$ 482,341         | \$ 16,000   | \$ 498,341         |

NO DEPOSIT

# Resolution

Be it resolved that

CONTRACT No. 23-5068, Control Section STU 63000, Job Number 210733CON

By and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF AUBURN HILLS

is hereby accepted.

The following Officials are authorized to sign the said contract:

Thomas A. Tanghe, City Manager

Stephen Baldante, DPW Director

Moved by:

Supported by:

ADOPTED:     AYES:

NAYES:

Absent:

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting of the Auburn Hills City Council, on the THIRD DAY of APRIL 2023.

Signed \_\_\_\_\_

Laura Pierce, City Clerk, City of Auburn Hills



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 3, 2023

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; Jason Hefner, Manager of Fleet & Roads  
**Submitted:** March 27, 2023  
**Subject:** Motion – Approve OHM Scope of Construction Services for the Harmon Road Rehabilitation Project

## INTRODUCTION AND HISTORY

The City has applied for and received approval for approximately \$2.376M in Federal Funds to help support the Harmon Road rehabilitation project. The City will fund the remaining amount of approximately \$500,000.00 to complete the project. Road work will include a mill and overlay, along with replacing deteriorating curb and gutter in areas, pathway connections, storm repair and replacements, and the addition of a deceleration lane for Atlantic Blvd.

The OHM Scope of Construction Services included in the packet (Exhibit #1) contains engineering services and material testing for the project. These services ensure that the project has proper staking, observation & oversight, construction engineering, and contract administration. OHM construction services are not-to-exceed \$234,000 while material testing through G2 consulting is an engineer's estimate. The following is a breakdown of these amounts:

|                     |                     |
|---------------------|---------------------|
| OHM CE/CA Services  | \$234,000.00        |
| G2 Material Testing | \$45,000.00         |
| <b>Total</b>        | <b>\$279,000.00</b> |

## STAFF RECOMMENDATION

Staff recommends approval of the Scope of Construction Engineering Services to OHM Advisors for the Harmon Road Rehabilitation Project to be paid from fund 401-901-973.000-21BDHARMONRD.

## MOTION

**Move to approve the Scope of Construction Engineering Services to OHM Advisors for the Harmon Road Rehabilitation Project to be paid from fund 401-901-973.000-21BDHARMONRD.**

## EXHIBITS

Exhibit 1 - Scope of Engineering Services Letter from OHM

I CONCUR:

---

THOMAS A. TANGHE, CITY MANAGER



March 25, 2023

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

Attention: **Mr. Stephen Baldante**  
Director of Public Works

Regarding: **Harmon Road Rehabilitation, Joslyn to Lapeer**  
Scope of Construction Services

Dear Mr. Baldante:

Thank you for this opportunity to provide professional engineering services for the above referenced project. This project is being administered through the Michigan Department of Transportation (MDOT) Local Agency Programs Unit.

## **PROJECT UNDERSTANDING**

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the Harmon Road Rehabilitation project for which bids will be received by MDOT on April 7, 2023. The proposed project consists of asphalt road rehabilitation along Harmon Road, from Joslyn Road to Lapeer Road. The project construction is estimated at approximately \$2.9 million.

## **SCOPE OF CONSTRUCTION SERVICES**

### **Construction Staking**

This task will involve performing construction staking for the proposed improvements. Specific work efforts include:

- Establish on-site survey control to be utilized during the construction of the project.
- Provide required construction staking for line and elevation of contract items such as storm sewer, curb and gutter, sidewalk, and pavement. Off-set stake locations will be coordinated with the Contractor. We have included effort required to provide one complete set of off-set stakes for the various contract items in this proposal. Re-staking of items due to displaced or damaged stakes will be provided for an additional hourly fee. These costs should be billed to the Contractor for reimbursement.

### **Construction Observation**

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

- Provide daily observation of the project when significant construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards.

### **OHM Advisors®**

2365 PONTIAC RD, SUITE 201  
AUBURN HILLS, MICHIGAN 48326

T 248.751.3100  
F 248.287.4201

[OHM-Advisors.com](http://OHM-Advisors.com)



- Produce daily field reports in accordance with current MDOT standards to document work and record quantities of contract pay items. Daily reports will be generated using Fieldbook software as required by MDOT.

### **Construction Engineering**

This task will consist of providing project engineering services required to address and resolve construction issues when they arise as well as providing project oversight. Specific work efforts include:

- Arrange and attend one (1) pre-construction meeting prior to the start of the project.
- Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- Perform regular site visits by the project engineer to oversee and supervise the observer and to attend to problems if they arise.
- Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- Arrange and attend regularly scheduled progress meetings during the construction phase. It is anticipated that meetings will be held bi-weekly during the active construction period.
- Coordinate with the materials testing consultant on materials related items.
- Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.
- Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.

### **Contract Administration**

Under this task, the project team will complete services necessary to administer the contract. Specific work efforts include:

- Coordinate with MDOT regarding award of the project.
- Review Contractor's construction progress for compliance with the approved project schedule.
- Prepare bi-weekly construction pay estimates to meet MDOT requirements for estimate submittal.
- Request and review information from the Contractor to verify compliance with Davis Bacon, Buy America, and other federal funding requirements.
- Prepare contract modifications (change orders) should the need arise.
- Review construction claims and coordinate claim resolution with Contractor, City, & MDOT.
- Complete items required by MDOT for project closeout, including final site inspection with MDOT, project documentation review, final estimate generation, and closeout paperwork.

## **SCHEDULE**

In accordance with the MDOT project award schedule and as outlined in the contract documents, we expect that work on this project will start in May 2023. The construction is anticipated to be substantially completed by August 2023. Restoration will be finalized and the project is expected to be complete in fall 2023.

## **COMPENSATION**

The services outlined above will be performed on an hourly basis for the not-to-exceed amount of two-hundred thirty-four thousand dollars (\$234,000.00). This amount is based on the assumptions listed below. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:



|                                 |                  |
|---------------------------------|------------------|
| Construction Staking            | \$ 31,000        |
| Construction Observation        | \$ 98,000        |
| Contract Administration         | \$ 60,000        |
| Construction Engineering        | <u>\$ 45,000</u> |
| Construction Services Total     | \$234,000        |
| Materials Testing Services (G2) | \$ 45,000        |

## FURTHER CLARIFICATIONS AND ASSUMPTIONS

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

- Materials testing services will be provided by G2 Consulting Group (G2) under a separate contract and are not included in this scope of services. The estimated amount for this service has been provided above for your information.
- The City will be responsible for all permit fees.

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

Sincerely,  
OHM Advisors

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

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

### City of Auburn Hills Harmon Road Rehabilitation – Construction Services

Accepted By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## MEDC helps Auburn Hills company

Michigan Strategic Fund helps state compete for business



File photo. (Stephen Frye / MediaNews Group)

By **PEG MCNICHOL** | [pmcnichol@medianewsgroup.com](mailto:pmcnichol@medianewsgroup.com) |

PUBLISHED: March 17, 2023 at 11:24 a.m. | UPDATED: March 17, 2023 at 5:08 p.m.

An Auburn Hills company is one of three benefiting from Michigan Economic Development Corporation (MEDC) to expand business developments. Grants from the Michigan Strategic Fund are supporting 150 new jobs and \$30.4 million in private investments, according to an MEDC announcement.

ABB Robotics will add 72 new jobs to the payroll at its Auburn Hills' enhanced robot manufacturing facility at 1250 Brown Road. The company is a division of ABB Inc., specializing in robotic and advanced digital service.

The company, the city's the second-largest industrial facility, is one example of bringing manufacturing processes back to the U.S., with its Michigan workers supplying more than 90 percent of the robots to North and South America.

The state's \$450,000 business-development grant is expected to generate an initial capital investment of more than \$20 million. Michigan was competing with Georgia for this project.

Sami Atiya, president of ABB Robotics and Discrete Automation, said the move increases the company's sustainability and resilience at a time of global labor shortages.

ABB partnered with Michigan Works! in partnership with Oakland University, among other schools, for recruitment and training opportunities.

Auburn Hills officials agreed to expedite permits and electronic billboard advertising to support the project for ABB, which has been in the city for 35 years.

Auburn Hills Mayor Kevin R. McDaniel told the MEDC officials the city is "incredibly grateful to ABB and their leadership team for choosing Auburn Hills and helping us to become the largest robotics footprint in the United States."

Michigan Sen. Jeremy Moss, Rep. Brenda Carter and the county's executive, Dave Coulter, praised the project.

The other two businesses are FlavorSum, which is adding 35,000-square feet to its Kalamazoo facility this year and adding 51 jobs and Sonoco Protective Solutions, expanding in Owosso.

FlavorSum makes flavors for food and beverage companies. The state's \$500,000 business-development grant helped Michigan beat offers across the U.S. and Canada. The state grant is expected to generate a total capital investment of \$10 million. Oshtemo Township offered a 50-percent property tax abatement on the project.

Sonoco Protective Solutions, a packaging company, has 102 full-time employees and will make a \$450,000 capital investment in equipment and add 27 jobs. A \$162,000 Michigan Business Development Program performance-based grant helped Michigan rise above competition from Indiana, Mississippi, Ohio, Tennessee, and Wisconsin.

## Oakland County outlook: Good for business

Coulter's state of county speech promotes education, business growth and retention



Oakland County Executive building on Thursday, Nov. 10, 2022, (Peg McNichol/MediaNews Group)

By **PEG MCNICHOL** | [pmcnichol@medianewsgroup.com](mailto:pmcnichol@medianewsgroup.com) |

March 20, 2023 at 5:06 a.m.

Oakland County's future success rests on four pillars: education, transportation, jobs and mental health, County Executive Dave Coulter said in his state-of-the-county speech last week.

Coulter emphasized the county's role in delivering 21% of Michigan's gross domestic product, more than any county in the state.

Diversity is the county's key strength, he said, noting that none of the county's 62 cities, townships or villages have more than 100,000 residents and the county's landscape ranges from urban to rural.

More than 700 companies from 35 countries are represented in the county. Over the last five years, that's meant 30,000 jobs and \$2.7 billion in investment.

Last year 40 companies either expanded their capacity here or chose the county as a new location, he said, including Our Next Energy, Fanuc Robotics and Via Motors – which is relocating their headquarters to Auburn Hills – and Zeiss' building an environmentally-friendly showroom in Wixom. Their investments, Coulter said, represent more than 7,000 retained and new jobs.

To improve those numbers, Coulter said, the county is helping people who want to complete degrees or training certificates as well as expanding public transportation system.

He highlighted three education programs:

- Acorn2Oak is a mini-grant program for Oakland County residents ages 8 to 18 years old to pursue robotics, a documentary or other initiative in their school to highlight a program and needs help covering the cost of filming or supplies or for the cost of charitable events.
- MI Career Quest of Southeast Michigan is relaunching to help 8,000 high school students to explore future careers in high-demand fields.
- Oakland80, an initiative started in 2020, aims to have 80% of the county's adults earn a college degree or industry certification by 2030. So far, more than 700 people have used the service, Coulter said. Since 2020, the county's moved from 61% of resident with a degree or certificate to 67.5%
- The county's workforce development offices are supporting students who return to school with grants for transportation, childcare and other assistance.

Coulter called on businesses to provide workers incentives for completing their education, even as he noted support for small businesses is expanding as resources are spread around the county. The county spent more than \$1 million on helping small businesses with employee retention. Coulter said businesses that used the country's services experienced a 90% employee-retention rate.

Businesses and residents will benefit from the county's clean-slate program, a second chance for people who have non-violent convictions that are 20 or more years old.

"We shouldn't let mistakes like this define someone's future," Coulter said, adding that the program supports people in finding jobs, housing and education.

Affordable housing is key to attracting and retaining employees, he said. Among the challenges: 43% of residents are spending more than 30% of their monthly paycheck for shelter. Spending less than 30% on housing is considered financially wise. .

The county is spending \$1 million to provide grants for building, rehabilitating or otherwise preserving affordable housing. Another \$5 million is going into a housing trust fund to fill a financing gap for home developers. The county's new landbank, launched last year, offers another tool for affordable housing, he said.

Coulter also touted the county's \$10 million allocation for the Water Resource Commission's new sanitary sewer lines between the county's northwestern communities, many facing failing septic systems, to Genesee County's water system. Another \$3.9 million in American Rescue Plan Act money is helping 35 communities' water improvement initiatives.

Mike Spisz, the commission's Republican minority leader, said he was surprised the speech didn't put as much emphasis on the county's Triple-A bond rating from Moody's, which is used to determine interest rates for capital projects. Spisz is among those commissioners who would like to see a new training center for the sheriff's office.

Kyle Jen, the county's chief financial officer, told the commission's finance committee this week that preliminary property tax outlook appears to be \$5.2 million higher than in the current budget and in general spending is \$2.8 million below expected rate so far this fiscal year. The county's fund balance is \$205 million, lower than the \$288 million peak. He said the reduction was in part from the anticipated cost of the \$39.8 million settlement for the Rafaelli property tax-lawsuit settlement. He'll be making a longer-term financial projection next month, as commissioners develop the 2024 budget. State law requires government officials to make quarterly financial reports.

Commissioner Angela Powell, who represents Pontiac, said after Coulter's speech she'll be watching to see what happens to the county's commitment to the city beyond the installation of Oakland Thrive in the Riker building and an emergency mental-health clinic initiative.

Video of Coulter's speech is on Facebook and YouTube and included sign-language interpretation. Sonia Acosta, president and CEO of Centro Multicultural La Familia in Pontiac, said she'll invite Coulter to Radio Centro Multicultural's podcast to get his message to Spanish-speaking residents. !

## OCC invites high school seniors to National Signing Day event



File photo. (Stephen Frye / MediaNews Group)

By **MATTHEW FAHR** | [mfahr@medianewsgroup.com](mailto:mfahr@medianewsgroup.com) | The Oakland Press  
March 12, 2023 at 6:00 a.m.

Oakland Community College will hold a National Signing Day event from 10 a.m. until noon on Thursday, April 20, on OCC's Auburn Hills campus.

OCC is inviting area high school seniors to participate and sign a letter of intent to pursue a degree or certificate in one of the college's technical or public service programs beginning the fall 2023 semester.

At the event, students will:

- Sign their letter of intent to commit to an OCC academic program for the 2023 school year
- Meet OCC faculty and tour college facilities
- Learn about scholarship opportunities
- Receive OCC branded merchandise.

To register for this National Signing Day event, students can visit <https://www.oaklandcc.edu/skilledtrades/national-signing-day>.

Registration deadline is April 11. Contact Gia Huff at [gjhuff@oaklandcc.edu](mailto:gjhuff@oaklandcc.edu)

## \$60 million in state grants aim to add quality jobs in Auburn Hills



BorgWarner building in Auburn Hills. (Stephen Frye/MediaNews Group)

By **PEG MCNICHOL** | [pmcnichol@medianewsgroup.com](mailto:pmcnichol@medianewsgroup.com) |

PUBLISHED: March 29, 2023 at 10:26 a.m. | UPDATED: March 29, 2023 at 4:04 p.m.

Several projects approved for economic incentives are expected to add nearly \$60 million to Michigan's economy and 388 more jobs.

Gov. Gretchen Whitmer and Michigan Economic Development Corporation (MEDC) officials announced the latest Michigan Strategic Fund projects Tuesday.

Two are business expansions that will grow the state's semiconductor ecosystem. Other grants support affordable housing, more daycare and business development in Albion, Kalamazoo, and Sault Ste. Marie.

"Our goal is to build an economy of the future and compete with everyone to bring advanced manufacturing home to Michigan," Whitmer said. "Today's approvals show that our work is paying off."

"Let's keep working together to invest in every region of the state, create good-paying jobs, and build thriving towns offering strong opportunities for families and businesses."



BorgWarner building in Auburn Hills. (Stephen Frye/MediaNews Group)

Quentin Messer Jr., MEDC CEO and president of the Michigan Strategic Fund, said the moves improve Michigan's role in the semiconductor industry, advanced and electric-vehicle manufacturing.

In Auburn Hills, 180 jobs will be added to the existing 26 jobs at [indie Semiconductor](#), a California-based design and testing facility. The company specializes in automotive semiconductors and software platforms for high-performance driver safety and automation, among other innovative work.

The expansion makes indie the first to create or expand a design team in the state for mobility and vehicle electrification. The Auburn Hills office will include a best-in-class semiconductor design and testing facility. The state is providing a \$10 million business development program performance-based grant. Michigan was chosen for the project over competing sites from a number of other states, and the project is expected to generate a total capital investment of \$12.5 million.

"Following the CHIPS Act, this marks another crucial step forward for indie and all semiconductor design and manufacturing companies, to increase U.S. leadership in the competitive automotive industry," said Donald McClymont, indie Semiconductor's co-founder and CEO. "This investment creates new job opportunities and allows indie to tap into and help grow the talented engineering community of Michigan."



City of Auburn Hills sign at Squirrel Road. (Stephen Frye/MediaNews Group)

Auburn Hills Mayor Kevin R. McDaniel said the city was honored to be chosen for indie Semiconductor's next strategic investment, adding that the company will complement "our already diverse corporate community and we look forward to continuing to support their success into the future."

[BorgWarner](#), established in 1928, is a global automotive supplier and has close to 1,700 employees in Michigan.

The expansion will add 186 jobs and expand electric vehicle product development and testing, including battery modules, battery packs, and DC fast chargers as well as scale up its DC fast-charging manufacturing operations.

The project also includes expansions at its Auburn Hills, Dearborn, and Hazel Park operations as well as a fourth, yet-to-be-determined location across Oakland and Wayne counties, for which the Auburn Hills mayor said he is grateful for the investment.

BorgWarner's initiatives are expected to produce a \$20.6 million total capital investment, and it is supported by a \$1.86 million performance-based grant for business development from the state.

Frédéric B. Lissalde, BorgWarner's president and CEO, said the company is pleased to continue investing in Michigan. The MEDC, he said, is supporting the fast-charging and battery capabilities that are part of the evolution to electrification.

Oakland County Executive Dave Coulter praised the BorgWarner project for adding jobs, investing in the fast-growing electric vehicle market and for its carbon neutrality goals.

"We have enjoyed a long and prosperous relationship with BorgWarner, since they moved their headquarters from downtown Chicago to Auburn Hills in 2005," he said.

Other projects are based in Albion, downtown Kalamazoo, Sault Ste. Marie, Marshall, Ann Arbor and Marquette.

Learn more at <https://www.michiganbusiness.org/public-notices-rfps>.