



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 1827 N. Squirrel Road
1	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
3	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Downtown Development Authority	6:00 PM	Hawk Woods 3799 Bald Mountain Road
8	DDA/TIFA Joint Meeting	6:15 PM	Hawk Woods 3799 Bald Mountain Road
8	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
9	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Zoning Board of Appeals	7:00 PM	Council Chamber 1827 N. Squirrel Road
15	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
16	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
23	Public Safety Advisory Committee	5:00 PM	Public Safety Building 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

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JUNE, 2023

DAY	TITLE	TIME	LOCATION
5	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
7	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Zoning Board of Appeals	7:00 PM	Council Chamber 1827 N. Squirrel Road
12	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
13	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
14	Pension Board/Retiree HealthCare Board	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
19	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
20	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road

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, MAY 1, 2023

Workshop Session ♦ 5:30 PM

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

Regular City Council Meeting ♦ 7:00 PM

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

248-370-9402 ♦ www.auburnhills.org

Workshop Topic:

- Project Bonding

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, April 17, 2023.

4b. City Council Goals & Objectives Workshop Minutes, April 24, 2023.

5. APPOINTMENTS AND PRESENTATIONS

5a. Optimist Club Persons of the Year Awards

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. Election Commission, April 13, 2023

7b. Motion – To authorize the City Manager to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

7c. Motion – To approve the 2023 Summer Maintenance Agreement for street sweeping.

7d. Motion – To approve MDOT Public Act 51 mapping updates.

7e. Motion – To approve an Interlocal Agreement for the Regional Youth Police Academy.

7f. Motion – To approve the ProCare Services EMS Preventative Maintenance agreement.

7g. Motion - To approve the contract extension for Mobile Health Resources.

7h. Motion – To receive the 1st Quarter Cash Management Investment Performance Review.

7i. Motion - To approve the Resolution for a Charitable Gaming License for the Avondale Football Booster Club.

7j. Motion - To amend the 2023 Human Resources budget to complete the Non-Union Compensation Study.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To approve the permanent change to the polling location for Precinct 3.

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: MAY 1, 2023

AGENDA ITEM NO 4A

CITY COUNCIL



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

APRIL 17, 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, Hawkins, Knight, and Marzolf

Absent: Council Member Verbeke

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Police Chief Gagnon, Administrative Officer Milks, Asst Director of Recreation & Senior Services Beckett, Community Development Director Cohen, City Planner Keenan, Economic Development Director Carroll, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Management Assistant Hagge, Engineers Juidici & Driesenga

27 Guests

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, April 3, 2023.

Moved by Knight, Seconded by Hawkins.

RESOLVED: To approve the City Council Regular Meeting Minutes of April 3, 2023.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.043

Motion Carried (6 - 0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Presentation recognizing Craig Capen's years of service on the Auburn Hills Brownfield Redevelopment Authority.

5b. Presentation of the Innovative Programming Award for the Feed Your Soul event from the Michigan Recreation & Park Association, presented by Assistant Director of Recreation & Senior Services Beckett.

6. PUBLIC COMMENT

Michelle Mead of 870 Collier Road shared her concerns regarding speeding and commercial traffic on Collier Road.

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Zoning Board of Appeals, February 9, 2023

7a2. Brownfield Redevelopment Authority, March 28, 2023

7a3. Planning Commission, April 5, 2023

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

7b. Motion – To approve a change order to the professional services agreement with Rich & Associates to conduct a downtown parking study.

RESOLVED: To approve a change order to the existing professional services agreement with Rich & Associates to conduct a downtown parking study.

7c. Motion – To adopt a Resolution in support of pension funding for communities that followed best practices.

RESOLVED: To adopt the attached resolution titled: REQUEST THAT LEGISLATURE/GOVERNOR INCLUDE FUNDING IN THE 2023 BUDGET FOR COMMUNITIES FOLLOWING PENSION BEST PRACTICES ESTABLISHED BY THE STATE; and direct the City Clerk to immediately mail certified copies of the Resolution to Senator Moss, State Representatives Steele and Carter, and Governor Whitmer. (Attachment A)

Moved by Carrier, Seconded by Cionka.

RESOLVED: To approve the Consent Agenda.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.044

Motion Carried (6 - 0)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Public Hearing/Motion – To adopt an ordinance to amend Chapter 74 to repeal existing Article I – Stormwater Discharge and to adopt a new Article I – Stormwater Management, to comply with EGLE’s Municipal Separate Storm Sewer System permit requirements on Second Reading.

Mr. Keenan presented the amendment and explained that this is to better comply with the EGLE Municipal Separate Storm Sewer System (MS4) permits requirements.

Mayor McDaniel opened the Public Hearing at 7:15 PM.

Hearing no public comment, the Mayor closed the Public Hearing at 7:15 PM.

Moved by Carrier, Seconded by Cionka.

RESOLVED: To adopt 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 on Second Reading. The Ordinance shall be known as Ordinance No. 23-935. (Attachment B)

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.045

Motion Carried (6 - 0)

9b. Motion – To approve the Site Plan and Tree Removal Permit / Atlantic Boulevard - Light Industrial Speculative Building.

Mr. Keenan presented the request from Mancini Holdings, LLC to construct a 55,422 square foot Light Industrial building on the south side of Atlantic Boulevard just west of Giddings Road.

Mr. Edward Mancini, of Mancini Holdings LLC and his team were present.

Moved by Cionka, Seconded by Hawkins.

RESOLVED: To accept the Planning Commission’s recommendation and approve the Site Plan and Tree Removal Permit for Mancini Holdings, LLC to construct a light industrial speculative building subject to the conditions of the City’s Administrative Review Team.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.046

Motion Carried (6 - 0)

9c. Motion – To approve the Special Land Use Permit, Site Plan, and Tree Removal Permit / Magna Seating.

Mr. Cohen presented the request from General Development Company for approval to construct a 280,000-square-foot light industrial building for Magna Seating of America on a 40.8-acre site located at 1700 Brown Road. The Special Land Use was asked by the developer for permission to store up to 25 semi-trailers in a location that is hidden from view to support the business structure of the company.

Mr. Ethan Wiseman of General Development and Shameeka Ward of Magna International were present.

Mr. Marzolf shared that he feels this is a great reuse of the property.

Moved by Hawkins, Seconded by Marzolf.

RESOLVED: To approve the Special Land Use Permit, Site Plan, and Tree Removal Permit for Magna Seating subject to the conditions of the City’s Administrative Review Team.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.047

Motion Carried (6 - 0)

9d. Motion – To approve the 2023 Paving Program (Canadian Streets & Paramount Estates) Bid Award, Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting.

Mayor McDaniel shared that this project is being funded by the road millage that was passed by the residents in August 2020. He thanked the residents for their support and their ongoing investment within the City’s infrastructure.

Mr. Hefner presented the 2023 paving plan and provided details regarding which streets would be paved as well as construction and financial details.

Moved by Carrier, Seconded by Cionka.

RESOLVED: To award the 2023 Paving Program (Canadian Streets and Paramount Estates) for construction to F. Allied Construction Co. Inc., Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting for an estimated total cost of \$4,000,854 as well as the necessary budget amendments listed within the staff recommendation section of the memo. (Attachment C)

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.048

Motion Carried (6 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Carrier – He shared information regarding the Senior Expo that is taking place at Great Lakes Crossings and that the community food drive would be taking place through April 29, 2023.

Mayor McDaniel – He recognized County Commissioner Brendan Johnson.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. CLOSED SESSION

13a. Closed session to discuss labor negotiations/potential Collective Bargaining Agreement.

Moved by Hawkins, Seconded by Carrier.

RESOLVED: To meet in closed session to discuss labor negotiations pursuant to MCL 15.268(8)(c) of the Open Meetings Act.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.049

Motion Carried (6 - 0)

City Council recessed to Closed Session at 7:32 PM.

City Council reconvened in Open Session at 8:39 PM.

Moved by Carrier, Seconded by Knight.

RESOLVED: To ratify the Patrol Unit Collective Bargaining Agreement for the contract period of January 1, 2024 through 11:59 PM on December 31, 2027, with the terms and conditions as presented by the City Manager; and to authorize the Mayor, City Clerk, and City Manager to execute the Agreement on behalf of the City.

VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel

No: None

Resolution No. 23.04.049

Motion Carried (6 - 0)

14. ADJOURNMENT

Hearing no objections, the Mayor adjourned the meeting at 8:40 PM.

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A



CITY OF AUBURN HILLS

1827 N. SQUIRREL ROAD
AUBURN HILLS, MI 48326
248.370.9402
WWW.AUBURNHILLS.ORG

RESOLUTION 2023-_____

REQUEST THAT LEGISLATURE/GOVERNOR INCLUDE FUNDING IN THE 2023 BUDGET FOR COMMUNITIES FOLLOWING PENSION BEST PRACTICES ESTABLISHED BY THE STATE

The following resolution was offered by Councilmember _____, seconded by Councilmember _____, at a regular meeting of the Auburn Hills City Council conducted Monday, April 17, 2023 at the Auburn Hills City Hall, 1827 North Squirrel Road, Auburn Hills, MI 48326:

- WHEREAS, *the City of Auburn Hills has taken financially difficult steps to stabilize its pension program and get its pension costs and liabilities under control; and*
- WHEREAS, *these steps followed best practices established by the State of Michigan and kept the City of Auburn Hills operationally viable in the face of enormous financial pressure; and*
- WHEREAS, *HB 5054 of 2022 would have divided \$250 million between the City of Auburn Hills, and other communities like it, that made the tough decisions and followed those best practices; and*
- WHEREAS, *the City of Auburn Hills and others like it are ineligible for \$750 million in pension relief allocated by the State in 2022 despite experiencing the same pension-related financial stresses as those who will receive that relief; and*
- WHEREAS, *these stresses have been amplified by market losses in 2022 and a volatile market in 2023; and*
- WHEREAS, *this \$250 million would have immeasurable impact on our ability to address our pension liabilities, maintain employment levels, and provide the services our taxpayers depend upon; and*
- WHEREAS, *both the \$750 million allocated and the \$250 million requested here had broad, bipartisan support in the House a year ago; and*
- WHEREAS, *HB 5054 created an equitable balance between those with pensions the House considered substantially underfunded and those who had followed best practices to achieve a higher funding ratio; and*
- WHEREAS, *unallocated revenues are available to the State in 2023 to again make this pension assistance equitable by helping those communities struggling with pension costs, but ineligible for the \$750 million;*

THEREFORE BE IT RESOLVED THAT, *the City of Auburn Hills asks the State of Michigan Legislature and Governor's Office to revisit HB 5054; and*

BE IT FURTHER RESOLVED, *that the Legislature and Governor give bipartisan support to the inclusion of the \$250 million in the 2023 State budget to be divided between communities including the City of Auburn Hills that meet the best practices required in that Bill.*

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

RESOLUTION DECLARED _____

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 17th day of April, 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

**CITY OF AUBURN HILLS
COUNTY OF OAKLAND
STATE OF MICHIGAN
ORDINANCE NO. 23-935**

AN 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

The City of Auburn Hills Ordains:

Chapter 74 - Utilities of the Auburn Hills City Code of ordinances, as amended, is amended by repealing existing Article I, Stormwater Discharge, and adopting a new Article I, Stormwater Management, Division 1 – General, Division 2 – Illicit Discharges into the Storm Drain System and Waters of the State, and Division 3 - Illicit Discharges into the Sewage Disposal System to read as follows:

CHAPTER 74 – UTILITIES

ARTICLE I. – STORMWATER MANAGEMENT

DIVISION 1. - GENERALLY

Sec. 74-1. - Purposes.

The purposes of this division shall be:

- (a) To protect public health, safety, and welfare by requiring stormwater management whenever new, expanded or modified developments are proposed.
- (b) To assure that stormwater management runoff from development is controlled so that the water quality in watercourses, groundwater recharged by stormwater and habitat situated in areas impacted by stormwater, including, without limitation, watercourses and wetlands, are protected, and that situation and pollution are minimized.
- (c) To provide for cost-effective and functionally-effective stormwater management, and to reduce the need for future remedial projects.
- (d) To prevent soil erosion and sedimentation.
- (e) To recognize private responsibility to incorporate stormwater management systems into the early stages of site planning and design.
- (f) To ensure that all stormwater conveyance and detention facilities will be properly designed and maintained.

- (g) To promote the avoidance of degradation of water resources by reducing and/or avoiding impacts on the hydrology of stormwater runoff.
- (h) To establish regulations to prevent harmful effects of changes in the quantity and quality of surface water discharge into wetlands and water bodies that are in the City of Auburn Hills, in whole or part.
- (i) Recognizing that significant adverse surface and/or groundwater impacts may result from development, it is the intent of this division to require development design and control mechanisms to ensure that stormwater runoff does not result in a short-term and/or long-term threat to the public health, safety and welfare in the City of Auburn Hills, and in downstream areas.
- (j) To achieve compliance with state and federal laws and regulations relating to water quality and stormwater management.

Sec. 74-2. - Applicability.

- (a) Except for those activities expressly exempted by Section 74-3 of this Code, every new development (as defined in this division) or redevelopment in the City of Auburn Hills subject to site plan review requirements shall have a stormwater management plan.
- (b) This division shall also apply to any construction activity that is not subject to Subsection (a) of this section, but may create a condition that would result in runoff that would:
 - (1) Exceed the safe capacity of the receiving public sewer or body of water as determined by the city;
 - (2) Cause undue channel erosion;
 - (3) Increase water pollution by scouring or transport of particulate matter;
 - (4) Endanger property; or
 - (5) Endanger public safety.

Sec. 74-3. – Exempt activities.

- (a) Notwithstanding the requirements of Section 74-2, a stormwater management plan is not required for activities commonly associated with farming, horticulture and silviculture including plowing, irrigation, irrigation ditching, seeding, cultivating, minor drainage, harvesting for the production of food, fiber and forest products, provided, however, such activities must be bona fide commercial enterprises, being undertaken without the expectation of being converted to some other use within the foreseeable future.
- (b) Routine single-family residential landscaping and/or gardening which conforms with the stormwater management plan approved by the city, which does not otherwise materially alter stormwater flow from the property in terms of rate and/or volume.
- (c) Development of one single-family lot, parcel or condominium unit where the city engineer determines that, due to the size of the site, or due to other circumstances, the quantity, quality and/or rate of stormwater leaving the site will not be meaningfully altered.

- (d) Emergency maintenance work performed for the protection of public health and safety. A written description of the scope and extent of any such emergency maintenance work performed shall be submitted to the city within two calendar days following its commencement. If the city finds that the work is not an emergency or if a written description is not timely submitted to the city, then the work shall cease immediately, and the requirements of this division shall be addressed as applicable.

Sec. 74-4. - Definitions.

For the purposes of this division, the following words, terms, and phrases, shall have the meanings ascribed to them in this section:

Applicant means a person or persons acting as owners or operators of a regulated construction activity on a development site who is seeking approval of a Stormwater Management Plan under this division.

Authorized enforcement agency means the city engineer and his/her authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the Mayor of the City of Auburn Hills to enforce this ordinance. Where applicable the terms may also mean the director of the Michigan Department of Environment, Great Lakes and Energy, or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Buffer strip means a zone that is used for filtering direct stormwater and stormwater runoff into a stormwater control measure, or watercourse and for providing maintenance access to a stormwater control measure.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Auburn Hills.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Common Plan of development means a regulated construction activity, that is completed in phases or stages which such phases or stages share:

- (a) One or more common city permit(s) related to the regulation of land use, the discharge of wastewater or a discharge to surface waters or groundwater, or
- (b) Common infrastructure such as, but not limited to, roadway access or utilities.

Construction activity means a human made activity, including but not limited to, clearing, grading excavating, construction, and paving, that results in a change in the existing cover or topography of land, including any external demolition, modification, alteration of a development site or the footprint of a building, but does not include re-surfacing of an asphalt, concrete or similar parking lot that does not expose the subgrade.

Conveyance means any structure or other means of safely conveying stormwater or stormwater runoff within a stormwater management system, including without limitation, a watercourse, closed conduit, culvert or bridge.

County means the County of Oakland.

Development site means any change in land, buildings, structures and/or vegetative cover that tends to alter stormwater impact.

Disturbance means an area of land subjected to development.

Downspout means an exterior drainage pipe for conveying stormwater from an eaves trough or roof drain.

Downspout extension means an exterior drainage pipe attached to a downspout for the purpose of discharging stormwater at a point distant from the exterior face of a building

Drain means any pipe which carries stormwater in a building drainage system.

Drainage area means the entire upstream land area from which stormwater runoff drains to a particular location, including any off-site drainage area.

Eaves trough means a drain installed to receive water collecting on the surface of a roof and to discharge it into a downspout or leader. An eaves trough may also be known as a roof drain.

Grade means a reference plane representing the average of the finished ground level adjoining a building at all exterior walls. The grade shall be determined as provided in the current building code in effect in the city.

Impervious surface means any surface are that prevents or substantially impedes the entry of water into the soil in the manner that such water entered the soil prior to development, or which causes water to run off the surface in greater quantities at or an increased rate of flow including but not limited to, roofs, parking lots, compacted gravel and dirt, driveways, sidewalks and storage areas.

Infiltration rate means the measure of the speed at which water enters into the soil at the surface.

Operation & Maintenance Plan means a document which outlines the required maintenance activities and measures associated with an approved Stormwater Management Plan.

Regulated area means the portion of the development site used as the basis to determine what performance standards an applicant must meet.

Roof drain means a drain installed to receive water collecting on the surface of a roof and to discharge it into a downspout or leader.

Specified structures means those structures, occupied or unoccupied, which are so constructed as to permit stormwater to enter the city's sanitary sewage system by means of footing drains, weeping tiles, or a similar mechanism.

Stormwater control measure means a structural and non-structural practice and technique that mitigates the adverse impacts caused by land development on water quality and/or water quantity.

Stormwater Management Design Standards means a document or documents promulgated by the city, which may be amended, detailing criteria, standards and procedures that an applicant must follow to comply with this division.

Stormwater Management Plan means a document that identifies all actions to be taken by an applicant related to a regulated construction activity that details how an applicant will comply with the requirements of the standards set forth in this division and the Stormwater Management Design Standards.

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by United States Environmental Protection Agency (EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101, et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Storm sewer system or storm drainage system means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Sec. 74-5. – Enforcement, responsibility for administration.

This ordinance shall be enforceable by the city engineer, city planner, DPW staff, or other authorized enforcement agency.

Sec. 74-6. – Right of entry.

The city engineer, city planner, DPW staff, or other authorized enforcement agency shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing of suspected non-stormwater discharges in accordance with the provisions of this division. Refusal of reasonable access to the city engineer and/or representatives of the authorized enforcement agency to any part of the premises is a violation of this division.

Sec 74-7. – Stormwater management design standards.

The city shall provide Stormwater Management Design Standards which shall detail procedures, criteria, minimum standards, methods and other technical information that shall be utilized to comply with the provisions of this division.

Sec. 74-8. – Performance standards.

- (a) Stormwater control measures shall not be constructed within any floodplain of a watercourse as defined within the Michigan Coastal Flood Hazard Zones, as defined by the Michigan Department of Environment, Great Lakes and Energy (EGLE) or the Federal Emergency Management Agency (FEMA).
- (b) A buffer strip with a minimum width of 25 feet shall be established and preserved along the edge of any surface water and any regulated wetland as defined by the State of Michigan PART 303. Exemptions may be granted for construction activities that are within 25 feet of a surface water and regulated wetland that remain consistent with the intent of development.
- (c) The city is authorized to require any additional stormwater control measures necessary to control the rate and volume of stormwater runoff discharged from the development site in order to prevent drainage, flooding or water quality impacts upon public or private property.
- (d) Performance standards for separate storm sewer areas within the City of Auburn Hills jurisdiction.
 - (1) Water Quality:
 - a. The water quality volume shall be the 1.3-inch rainfall event.
 - (2) Channel protection:
 - a. Extended detention is required for the site's post-development runoff volume from a 1.9-inch rainfall event.
- (e) Performance standards for local flood control:
 - (1) Stormwater control measures shall be designed to achieve a peak flow rate not to exceed 0.2 cubic feet per second per acre (cfs/acre) for the 100-year, 24-hour from the development site.

Sec. 74-9. – Off-site stormwater management.

- (a) In lieu of on-site stormwater management, the use of off-site stormwater conveyance, infiltration and/or detention areas may be proposed. Off-site stormwater management facilities shall be designed to comply with the requirements specified in the Stormwater Management Design Standards and all other standards provided by this division that are applicable to on-site facilities.
- (b) Off-site stormwater management areas may be shared with other landowners, provided that the terms of the proposal are approved by the city engineer and city attorney. Approval hereunder shall not be granted for off-site stormwater management unless the applicant demonstrates to the city engineer, that the use of off-site stormwater management areas shall protect water quality and natural resources to an equal or greater extent than would be achieved by the use of on-site stormwater management areas.

- (c) Adequate provision and agreements providing for maintenance and inspection of stormwater management facilities shall be made, and the documents recorded instrument, including an access easement, approved by the city.

Sec. 74-10. – Stormwater management plan and operations and maintenance plan required.

- (a) No regulated construction activity may obtain site plan approval until the city has approved a Stormwater Management Plan.
- (b) Prior to the approval of a Stormwater Management Plan, the applicant shall certify to the city that the applicant has met or will meet the requirements of this division and all other city, county, state and federal requirements related to erosion control and sediment prevention, surface water resource prevention, and stormwater management applicable to the regulated construction activity.
- (c) The Stormwater Management Plan shall be developed by a professional engineer or landscape architect properly licensed to practice in the State of Michigan and shall include:
 - (1) The discharge location(s) for all post-construction stormwater runoff which will leave the development site, and the boundaries of the drainage area tributary to each discharge location;
 - (2) The boundaries of the development site, the common plan of development if applicable, and the regulated construction activity, clearly indicating areas of disturbance, the boundaries of any no-build or non-disturbance areas, all points of egress from the development site to a public right-of-way, and all easements and other encumbrances;
 - (3) The required calculations establishing compliance with the post construction stormwater management performance standards as set forth in Section 74-8 of this Code;
 - (4) The design specifications and calculations, construction details, and locations for all proposed stormwater control measures, whether located on the development site or elsewhere.
 - (5) The locations and descriptions of all access drives easements necessary to allow for construction, inspection, operation and maintenance of all proposed stormwater control measures;
 - (6) An Operation and Maintenance Plan containing all required information and schedules as set forth in this Division; and
 - (7) A copy of all applicable state and federal permit applications related to erosion, water resource and stormwater management for the regulated project.
- (d) One copy of the approved Stormwater Management Plan shall be kept on file at the site of the regulated construction activity from the initiation of site preparation until a certificate of occupancy is issued for the development associated with the regulated construction activity.
- (e) The Operation and Maintenance Plan shall be developed by a professional engineer or landscape architect properly licensed to practice in the State of Michigan and shall include maintenance requirements and protocols for each stormwater control measure, including an associated schedule of inspection and maintenance activities, and procedures and checklists for each stormwater control measure consistent with the provisions in the Stormwater Management Design Standards and a signed certification statement accenting responsibility for the operation, maintenance and inspection

of the stormwater control measures.

- (f) A Stormwater Management Plan shall include the preparation and property recording of all easements, deed restrictions, reservation of rights-of-way, or other protective covenants as are required to ensure sufficient access for purposes of maintenance, inspection, operation and repair or replacement of stormwater control measures, and to ensure that any future modification of the site is consistent with the provisions of the approved Stormwater Management Plan, unless amendments or modifications to the Stormwater Management Plan are approved by the city.
- (g) The Stormwater Management Plan and applicable Operation and Maintenance Plan shall be referenced on a final plat site plan or as-built drawing, and shall be recorded with the Oakland County Register of Deeds Office upon final plat approval, and shall be provided to the city within 14 days following receipt of the recorded document.

Sec. 74-11. – Performance bond.

- (a) The city reserves the right to require the applicant to provide a performance bond or other financial guarantee in the amount of the estimated cost of construction of the stormwater control measures and all landscaping associated therewith for a duration of two years after the issuance of the certificate of occupancy to ensure that all stormwater control measures have been established and installed correctly and function as designed and permitted.
- (b) The city shall have the authority to require a performance bond or other financial guarantee of a greater or lesser amount, or duration of time, where such an adjustment is warranted to reflect unique site conditions or to ensure the function and performance of the stormwater control measures in the Stormwater Management Plan.
- (c) A final inspection and approval of the stormwater control measures by the city, or other authorized agent shall be issued before the release of the performance bonds or other financial guarantee.

Sec. 74-12. – Maintenance required.

- (a) Any stormwater control measure installed pursuant to this division shall be operated and maintained in accordance with the requirements of the approved Operations and Maintenance Plan and associated provisions in the Stormwater Management Design Standards.
- (b) No area of land specified or designated to comply with the performance standards in this division shall be altered in a manner which reduces or alters its infiltration rate, unless the city approves an amendment to the previously approved Stormwater Management Plan for the site, showing how the reduced or altered infiltration rate will be offset to maintain compliance with the performance standards specified in this division.

Sec. 74-13. – Transfer of property.

- (a) Prior to the conveyance or transfer of any portion of a development site served by a stormwater control measure(s) pursuant to this division, the applicant shall provide the city with evidence of transfer of the associated Operation and Maintenance Plan.
- (b) The Operation and Maintenance Plan shall be binding on the record owner of the property or properties subject to the Stormwater Management Plan and their owners, heirs and assigns.

Sec. 74-14. – Record drawings and certification.

- (a) Upon final stabilization of the site of a regulated construction activity, the applicant, professional engineer, or landscape architect duly licensed to practice in the State of Michigan and acting on the applicant's behalf, shall conduct a post-construction inspection and shall certify in writing that the completed project is in full compliance with the approved Stormwater Management Plan.
- (b) The Applicant or the Applicant's Designee shall submit as-built record drawings for all stormwater control measures to the city, within 15 days of final stabilization of the site.

Sec. 74-15. – Right of entry for compliance inspections.

The city engineer or other authorized agent may enter a property to inspect stormwater control measures during any phase of construction and operation of approved stormwater control measures when the city or its designee has a reasonable basis to believe that a violation of this division is occurring or has occurred, when necessary for abatement of a public nuisance, and to confirm correction of a violation.

Sec. 74-16. – Periodic self-inspections required.

- (a) Periodic inspections shall be conducted according to the Operation and Maintenance Plan by the applicant or the applicant's successors, heirs or assigns of the stormwater control measure(s) as set forth in the applicable Operations and Maintenance Plan.
- (b) An inspection report, certified by a professional engineer or landscape architect properly licensed to practice in the State of Michigan, shall be provided to the city according to the schedule in the operation and maintenance plan, commencing no more than twelve months after the date of issuance of a certificate of occupancy for the regulated construction activity, and occurring once every three years or stipulated period thereafter.

Sec. 74-17. - Notice.

- (a) If any stormwater control measure is found upon inspection to be arranged, damaged, clogged, or in such disrepair as to impede, obstruct, or hinder the flow of surface water in a manner which conflicts with acceptable engineering practices, or if a planned and permitted stormwater control measure has not been installed per an approved Stormwater Management Plan within 30 days of inspection, the certifying party shall give written notice to the city of the conditions found, the actions necessary to bring conditions into conformance with the approved Operation and Maintenance Plan, and the timeframe for completion.
- (b) If any condition referenced in Subsection (a) of this section, is found by the city upon its own investigation, whether as a result of, or independent of, a period inspection report, the city shall give written notice to the owner of the property of the findings specifying the problem, the actions necessary to bring conditions into conformance and the timeframe for completion, as well as the potential for additional action under civil penalty or other penalty or remedy in Section 74-20 and/or Section 74-21 of this Code.

Sec. 74-18. – Civil penalty.

Whenever the city has reasonable grounds to believe that any person is violating, or has violated, any

requirement of this division, the city may commence a civil action to compel compliance in a court of competent jurisdiction to enjoin said person from discharging, or to obtain appropriate relief to remedy the violations. The city may seek additional legal or equitable relief. The commencement of suit neither constitutes an exclusive election of remedies nor prohibits the city from commencing action in federal court for discharges believed to be in violation of this division, state or federal requirements contained in the Clean Water Act, the City's NPDES permit, or other applicable laws or requirements. In addition, the city may recover the reasonable attorney fees, court costs, court reporters' fees, and other usual expenses related to enforcement activities or litigation against the person found to have violated this division, or the orders, rules, regulations and permits issued hereunder.

Sec. 74-19. - Fines.

All fines, costs, and penalties which are imposed by any court of competent jurisdiction shall be payable to the City of Auburn Hills.

Sec. 74-20. – Additional remedies.

- (a) The city engineer or other authorized agent may refuse to issue a certificate of occupancy for any regulated construction activity on a development site and served by stormwater control measures until such time as the applicant or other responsible person has taken remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (b) The city engineer may suspend or revoke any approvals granted for the development site upon discovery of the failure of the property owner, applicant, or developer to comply with the provisions of this division.
- (c) So long as a violation of this division continues and remains uncorrected, the city, or other authorized agent may withhold, and the city, or other authorized agent may disapprove, any request for permit or site plan approval or authorization provided by this ordinance or the zoning, subdivision, or other building regulations, as appropriate for the land on which the violation occurs.
- (d) The city may institute an action in a court of competent jurisdiction for an injunction and order of abatement to correct a violation of this ordinance. Any person violating this ordinance shall be subject to the full range of equitable remedies provided in the statutes or common law.
- (e) If the violation is deemed dangerous or prejudicial to the public health or public safety, the city may cause the violation to be corrected and the costs to be assessed as a lien against the property.
- (f) By issuance of an order of restoration, the city may require a person who engaged in a regulated construction activity and failed to comply with this division to restore the waters and land affected by such failure so as to minimize the detrimental effects of the resulting pollution. The authority is in addition to any other civil penalty or injunctive relief authorized under this ordinance. If failure to comply is deemed dangerous or prejudicial to the public health or public safety, the city, may institute an action to cause the violation to be corrected and the costs to be assessed as a lien against the property.

Sec. 74-21. – Enforcement.

- (a) Any person found to be in violation of any of the provisions of this division shall be responsible for a municipal civil infraction, punishable by a fine of \$500 and subject to all other penalties allowed by

law for civil infractions.

- (b) In addition to ordering the person determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the judge or magistrate shall be authorized to issue any judgement, writ or order necessary to enforce, or enjoin violation of, this division, and require restoration or other appropriate action under the circumstances.
- (c) Continuing offense. Each act of violation, and on each day upon which any such violation shall occur, shall constitute a separate offense.
- (d) Remedies not exclusive. In addition to any remedies provided for by city division, any equitable or other remedies available may be sought.
- (e) The judge or magistrate shall also be authorized to impose costs, damages and expenses as provided by law.

DIVISION 2. – ILLICIT DISCHARGES INTO THE STORM DRAIN SYSTEM AND WATERS OF THE STATE

Sec. 74-22. – Purpose.

The purpose of this division is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this division are:

- (a) To regulate the contribution of pollutants to the municipal storm sewer system by stormwater discharges by any user.
- (b) To prohibit illicit connections and discharges to the municipal storm sewer system.
- (c) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this division.

Sec. 74-23. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized enforcement agency means the City of Auburn Hills, through its public works department by its director of public works and his/her authorized representatives, which shall specifically include all inspectors and code enforcement, and any other individual designated by the city manager of the City of Auburn Hills to enforce this division. Where applicable the terms may also mean the director of the Michigan Department of Environment, Great Lakes and Energy (EGLE) or his/her designated official, and/or the United States EPA Administrator or his/her designated official.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other

management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City means the City of Auburn Hills.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

County means the County of Oakland.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of five (5) acres or more requiring an issued permit and small construction activities impacting one (1) to five (5) acres of land deemed to operate under a national permit. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in section 74-27 of this division.

Illicit connections mean either of the following:

- (a) Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including, but not limited, to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or
- (b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, section 122.26(b)(14).

MS4 means a municipal separate storm sewer system.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by United States Environmental Protection Agency (EPA), or by the State of Michigan under authority delegated pursuant to 33 USC § 1342(b) and codified in the Michigan Natural Resources and Environmental Protection Act Protection at MCL 324.101 et seq., that authorizes the discharge of pollutants to waters of the United States or State of Michigan, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm sewer system or storm drainage system means a publicly owned facility by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Sec. 74-24. - Applicability.

This division shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless expressly exempted by an authorized enforcement agency.

Sec. 74-25. - Enforcement, responsibility for administration.

This division shall be enforceable by the city code enforcement officer at the direction of the director of public works or other authorized enforcement agency.

Sec. 74-26. - Minimum standards.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore, this division does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 74-27. - Discharge prohibitions.

- (a) *Prohibition of illegal discharges.* No person shall discharge or cause to be discharged into the storm drain system or watercourses, any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited; however, the following discharges are exempt from prohibition as described:
- (1) The discharges and flows from firefighting activities if they are identified as not being a significant source of pollutants to the waters of the state.
 - (2) Discharges specified in writing by the director of public works as being necessary to protect public health and safety.
 - (3) Dye testing, when there has been verbal notification to the director of public services and state department of environmental quality procedures have been followed.
 - (4) Discharges permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.
 - (5) The following discharges or flows if they are identified as not being a significant contributor to violations of water quality standards: water line flushing and discharges from potable water sources; landscape irrigation runoff, lawn watering runoff, and irrigation waters; diverted stream flows and flows from riparian habitats and wetlands; rising groundwaters and springs; uncontaminated groundwater infiltration and seepage; uncontaminated pumped groundwater, except for groundwater cleanups specifically authorized by NPDES permits; foundation drains, water from crawl space pumps, footing drains and basement sump pumps; air conditioning condensation; waters from noncommercial car washing; street wash water; dechlorinated swimming pool water from single-, two- or three-family residences (if dechlorinated – typically less than one PPM chlorine). Other swimming pools shall not be discharged to stormwater or to surface waters of the state without NPDES permit authorization from the EGLE.
- (b) *Prohibition of illicit connections.*
- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
 - (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - (3) A person is considered to be in violation of this division if the person connects a line conveying sewage to a storm drain system or MS4, or allows such a connection to continue.
- (c) *Prohibition of direct dumping or disposal of materials into the MS4.*

- (1) The direct dumping of materials or discharges into the MS4 is prohibited except for those illicit discharges identified as not being a significant contributor to violations of water quality standards.

Sec. 74-28. - Right of entry.

The director of public works, DPW staff, city planner, city code enforcement officers, or other authorized enforcement agency shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling and testing of suspected non-stormwater discharges in accordance with the provisions of this division. Refusal of reasonable access to the director of public works, city's code enforcement officer, and/or representatives of the authorized enforcement agency to any part of the premises is a violation of this division.

Sec. 74-29. - Suspension of storm sewer system access.

- (a) *Suspension due to illicit discharges in emergency situations.* The code enforcement officer at the direction of the director of public works, or other authorized enforcement agency may seek immediate injunctive relief to suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or the waters of the United States or this state. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the United States or this state, or to minimize danger to persons.
- (b) *Suspension due to the detection of illicit discharge.* Any person discharging to the storm sewer system in violation of this division may have their storm sewer system access terminated by order of the district court, or other court of competent jurisdiction, if such termination would abate or reduce an illicit discharge. The code enforcement officer or director of public works will notify a violator of the proposed termination of its storm sewer system access. The violator may petition the director of public services for reconsideration and hearing.

Sec. 74-30. - Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city engineer prior to the allowing of discharges to the MS4.

Sec. 74-31. - Monitoring of discharges.

The director of public works has the right to require non-residential dischargers to install monitoring equipment as necessary, in accordance with court order, if a non-stormwater discharge is suspected. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

Sec. 74-32. - Requirements to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The director of public works, director of community development, city planner or other authorized staff will adopt requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 74-33. - Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the director of public works, building official, and city planner within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Sec. 74-34. - Enforcement.

- (a) *Notice of violation.* Whenever the director of public services, building official, city planner, code enforcement officer, or their designee determines that a person has violated a prohibition or failed to meet a requirement of this division, the City of Auburn Hills may issue a notice of violation to the responsible person and the owner of the property where the violation is occurring—requiring compliance within a period set forth within the notice. Such notice may require without limitation:
- (1) The performance of monitoring, analyses, and reporting;
 - (2) The elimination of illicit connections or discharges;
 - (3) That violating discharges, practices, or operations shall cease and desist;
 - (4) The abatement or remediation of stormwater pollution or contamination of hazards and the restoration of any affected property; and
 - (5) Payment of a fine to cover administrative and remediation costs; and
 - (6) The implementation of source control or treatment BMPs.

- (b) *Abatement of a violation.* If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall advise that, should the violator fail to remediate or restore within the established deadline, the city may issue a municipal civil infraction citation and may seek an order of the district court, or file a civil suit with a court of competent jurisdiction requiring the restoration to be completed within an established deadline and authorizing the city or its designee to complete the work at the violator's expense.
- (c) *Penalties for violation.* Any person, or anyone acting on behalf of a person violating any of the provisions of this division shall, upon conviction thereof, be subject to a fine of not more than \$500.00 and the costs of prosecution or by imprisonment in the county jail for a period not to exceed 90 days, or by both such fine and imprisonment in the discretion of the court. Each day that a violation is permitted to exist shall constitute a separate offense. The imposition of any penalties shall not exempt the offender from compliance with the requirements of this division.

Sec. 74-35. - Cost of the abatement of the violation.

In the event the violator fails to correct the violation as required, and the city undertakes the corrective action in accordance with an order of the district court, or other court of competent jurisdiction, within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The court order may provide that if the amount due is not paid within a timely manner, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Unpaid assessments may be placed on the city's delinquent tax roll and may be collected as unpaid taxes.

Sec. 74-36. - Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies, including, but not limited to circuit court actions in law or equity.

DIVISION 3. – ILLICIT DISCHARGES INTO THE SEWAGE DISPOSAL SYSTEM

Sec. 74-37. - Purpose.

It is the purpose of this division to protect public health and safety by evading and preventing pollution through the regulation and control of the disposal of stormwater so as to prevent such water from entering the wastewater collection and treatment system of the city. It is the further purpose of this division to enable the city and the governmental authorities with which it has contracted to provide a public sewage disposal system for properties within the city to comply with the applicable requirements of state and federal laws and the requirements of applicable National Pollutant Discharge Elimination System permits within the Evergreen-Auburn Sewage Disposal System.

Sec. 74-38. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Downspout means an exterior drainage pipe for conveying stormwater from an eaves trough or roof drain.

Downspout extension means an exterior drainage pipe attached to a downspout for the purpose of discharging stormwater at a point distant from the exterior face of a building.

Drain means any pipe which carries stormwater in a building drainage system.

Eaves trough means a drain installed to receive water collecting on the surface of a roof and to discharge it into a downspout or leader. An eaves trough may also be known as a roof drain.

Grade means a reference plane representing the average of the finished ground level adjoining a building at all exterior walls. The grade shall be determined as provided in the current building code in effect in the city.

Roof drain means a drain installed to receive water collecting on the surface of a roof and to discharge it into a downspout or leader.

Specified structures means those structures, occupied or unoccupied, which are so constructed as to permit stormwater to enter the city's sanitary sewage system by means of footing drains, weeping tiles, or a similar mechanism.

Sec. 74-39. - Penalty for violation.

Any person, or anyone acting on behalf of a person violating any of the provisions of this division shall, upon conviction thereof, be subject to a fine of not more than \$500.00 and the costs of prosecution or by imprisonment in the county jail for a period not to exceed 90 days, or by both such fine and imprisonment in the discretion of the court. Each day that a violation is permitted to exist shall constitute a separate offense. The imposition of any penalties shall not exempt the offender from compliance with the requirements of this division.

Sec. 74-40. - Stormwater drainage system required.

A stormwater drainage system shall be provided and maintained for the safe and efficient drainage of roofs on all specified structures within the city. As a minimum, such storm drainage system shall consist of eaves troughs and/or roof drains, downspouts, and downspout extensions having a minimum length of five feet measured at grade from an exterior face of a structure on all faces above a basement or undergrade living area.

Sec. 74-41. - Variances.

The variance committee consisting of the DPW director, assistant city manager and one citizen at large, upon an appeal from a property owner, may grant variances from the strict application of the terms of this division in those cases where it determines that due to unique physical circumstances pertaining to the property, the stormwater drainage system required by this division cannot be constructed or would not serve the purpose and intent of this division.

All Sections in CHAPTER 74 – UTILITIES following Section 74-41 shall be renumbered in sequence.

DIVISION 4. – REPEALER

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

DIVISION 5. – SEVERABILITY

If any section, clause or provision of this ordinance shall be declared to be unconstitutional, void, illegal or ineffective by any Court of competent jurisdiction, such section, clause or provision declared to be unconstitutional, void or illegal shall thereby cease to be a part of this ordinance, but the remainder of this ordinance shall stand and be in full force and effect.

DIVISION 6. – SAVINGS

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law when they were commenced.

DIVISION 7. – EFFECTIVE DATE

The provisions of this ordinance are hereby ordered to take effect upon publication in the manner prescribed by the Charter of the City of Auburn Hills.

DIVISION 8. – ADOPTION

This ordinance is hereby declared to have been adopted by the City Council of the City of Auburn Hills at a meeting thereof duly called and held on the 17th day of April, 2023, and ordered to be given publication in the manner set forth in this ordinance and as prescribed by the Chapter of the City of Auburn Hills.

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

STATE OF MICHIGAN	)
	) ss.
COUNTY OF OAKLAND	)

I, the undersigned, the duly qualified Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 23-935 adopted by the Auburn Hills City Council on the ____ day of _____, 2023, the original of which is in my office.

Laura M Pierce
City Clerk

ATTACHMENT C

STAFF RECOMMENDATION

Staff recommends awarding the 2023 Paving Program (Canadian Streets & Paramount Estates) for construction to F. Allied Construction Co. Inc., Construction Engineering/Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting for an estimated total cost of \$4,000,854 as well as amending the following budgets:

BUDGET LINE	AMENDMENT
401-901-973.000-21BDCNDIANSB	+ \$924,000.00
401-901-935.000-21BDPARAMNTE	+ \$650,000.00
101-770-972.001-MANITOB_4220	+ \$ <u>39,000.00</u>



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 4B

CITY COUNCIL



CITY OF AUBURN HILLS

City Council Workshop

DRAFT Minutes

April 24, 2023

CALL TO ORDER:

Mayor McDaniel at 5:30 PM

LOCATION:

Public Safety Building, 1899 North Squirrel Road, Auburn Hills, MI 48326

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

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Director of Recreation & Senior Services Adcock, DPW Director Baldante, Community Development Director Cohen, Deputy Assessor Collias, Police Chief Gagnon, Management Assistant Hagge, Mgr. of Fieldstone Golf Course Hierlihy, City Engineer Juidici, Fire Chief Massingill, Finance Director Schulz

1 Guest

Mr. Tanghe provided the introduction to the Goals and Objectives workshop. Mayor McDaniel presented a proclamation to Dr. Piskulich, recognizing his work facilitating the City Council Goals & Objectives Workshops.

Dr. Patrick Piskulich reviewed the Mission, Vision, and Values of the City (Attachment A). Council and Staff agreed that the current Mission, Vision, and Values are still relevant. The group also discussed accomplishments, opportunities, and challenges within the City.

Mr. Skopek reviewed the existing 2023 Goals and presented the first quarter update from staff under each objective. City Council and staff discussed the five main goals and each objective. Discussion ensued on operational challenges related to staffing levels, hiring and training new employees. The group also discussed parking downtown and the boundaries of the downtown area, balancing the environmental character of the community with development, and resolving transportation system issues. It was suggested that expectations and liabilities of regulating winter pathway clearing could be a future workshop topic.

While discussing employee retention and recruitment, it was noted that flexible schedules have been implemented and that many communities are closed one day each week. It was suggested that if City Hall was closed to the public on Friday, it would allow greater flexibility for the employee work schedule,

however this would not be feasible for each City building. It was suggested that the departments could keep track of the number of public interactions on Fridays and this could be discussed at a future workshop. Thinking outside of the box on this subject was encouraged.

It was pointed out that the TIF captures will end in 2031 and should be taken into consideration in the long term budget discussions.

The meeting adjourned at 8:30 PM.

Kevin R. McDaniel, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A

MISSION

To be stewards for the community through a connected, transparent and efficient government

VISION

Auburn Hills will be a community with the heart of a small town that operates with the excellence of a world class city

VALUES

Excellence
Diversity
Fiscal Responsibility
Attentive Service
Safety
Humility

ATTACHMENT B

2024 Strategic Goals & Objectives

I. Focus relentlessly on fiscal and operational sustainability

- Explore components of fiscal & operational sustainability
- Study operational resilience relative to performance expectations across city departments
- Continue to pursue new revenue streams, acting upon opportunities as they become available
- Seek creative responses to fiscal challenges
- Require consistent departmental budget implementation & accountability
- Explore opportunities to improve stormwater management
- Prepare for TIF revenue expiration in 2031

II. Deliver outstanding city services

- Seek tech improvements in line with current trends in IT
 - Enhance internal IT infrastructure
 - Optimize our e-interface for residents
- Identify new/additional opportunities for council & staff to engage citizens
- Respond to generational & cultural needs
- Explore recreation partnerships for AH kids
- Achieve the title of best municipal golf course in Michigan for Fieldstone GC

III. Drive strategic community development

- Further develop M-24/Opdyke Road Corridor
- Support the effort to increase water flow in river corridor
- Focus redevelopment efforts on TIFA-, city-owned, and private properties
- Pursue strategic traffic improvements

IV. Continue to grow and support a vibrant, sustainable, safe & connected community

- Continue to keep Auburn Hills friendly and livable for all ages (Phase II)
- Assess transportation and mobility needs for all ages
- Implement civic center campus security measures to protect employees and the general public
- Decrease community risk
- Present Riverwalk results

V. Retain & attract high quality employees

- Maintain and grow a talented, customer-focused workforce
- Develop strategies for attracting and retaining employees, by city department
- Invest in employees through ongoing training & development
- Focus continuously on succession & business continuity planning



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7A1

ELECTION COMMISSION



ELECTION COMMISSION MEETING

April 13, 2023 5:30 PM

Public Safety Building, Community Room
1899 N. Squirrel Road, Auburn Hills MI 48326

DRAFT MINUTES

1. CALL TO ORDER

The Clerk called the meeting to order at 5:34 PM.

2. ROLL CALL

Present: Jack Brocklebank
Rolanda Peet
Laura Pierce

Absent: None

0 Guests

3. APPROVAL OF THE MINUTES

3a. Minutes of October 18, 2022

MOTION by Peet, seconded by Brocklebank:

To approve the minutes of October 18, 2022 as presented.

VOTE: Yes: All

No: None

MOTION CARRIED (3-0)

4. NEW BUSINESS

4a. Review of Precinct Boundaries

Ms. Pierce explained that redistricting of the precinct boundaries was done last year. Since that time, staff was able to evaluate the voter turnout of in person voters and absentee voters to ensure an equitable number of active voters in each precinct. The changes made to Precinct 8 caused the in-person voters to have to wait in a long line. To correct this, staff is proposing to move a small portion of Precinct 8 to Precincts 1 and 9. Overall, the change will affect approximately 720 voters. New Voter ID Cards will be mailed to the affected voters.

MOTION by Brocklebank, seconded by Peet:

**MOTION: To adopt the attached resolution changing the precinct boundaries for Precincts 1, 8, and 9.
(Attachment A)**

VOTE: Yes: All

No: None

MOTION CARRIED (3-0)

4b. Review of Polling Locations

Ms. Pierce explained the recommendation to move Precinct 3 from Fire Station #1 to the Auburn Hills Presbyterian Church. This change will allow for a larger space for the precinct layout, more parking for the voters and a more comfortable workspace for the election inspectors. An agreement with the Church has been prepared. The City would pay the Church \$200.00 per election for use of their building, as it does with the other churches used as precincts.

Ms. Pierce explained that City Council is responsible for designating the permanent polling locations. If the Election Commission agrees with the polling location change, staff will then present the recommendation to City Council. If approved, new Voter ID Cards will be mailed to the affected voters.

MOTION by Brocklebank, seconded by Peet:

MOTION: To recommend changing the polling location for Precinct 3 from Fire Station #1, 3483 Auburn Rd, to Auburn Hills Presbyterian Church, 3456 Primary Street.

VOTE: Yes: All

No: None

MOTION CARRIED (3-0)

5. PUBLIC COMMENT

None

6. OTHER ITEMS

Ms. Pierce noted that the State is working on procedures to regulate the nine days of early voting as approved by voters in November, 2022.

7. ADJOURNMENT

MOTION by Brocklebank, seconded by Peet:

To adjourn the meeting.

VOTE: Yes: All

No: None

MOTION CARRIED (3-0)

The meeting adjourned at 5:54 PM.

ATTACHMENT A

CITY OF AUBURN HILLS COUNTY OF OAKLAND, STATE OF MICHIGAN

RESOLUTION OF THE ELECTION COMMISSION TO REVISE AND CHANGE THE BOUNDARIES AND LOCATIONS OF VOTING PRECINCTS IN THE CITY OF AUBURN HILLS

At a regular meeting of the Election Commission of the City of Auburn Hills, Michigan, held in the Public Safety Building Community Room, 1899 N. Squirrel Rd, Auburn Hills, MI 48326 on April 13, 2023, the following resolution was offered by Mr. Brocklebank and seconded by Ms. Peet:

- WHEREAS, the City of Auburn Hills has 9 voting precincts and 6 polling locations; and
- WHEREAS, due to the growth and development of the City of Auburn Hills, it is necessary and reasonable to change several precinct boundary lines to accommodate the increased population in certain areas of the City; and
- WHEREAS, the rearrangement of precinct boundaries are governed under Michigan Election Law, MCL 168.654-661, and must be submitted to the Michigan Department of State; and
- WHEREAS, all planned precinct boundary changes must be approved by the local Election Commission; and
- WHEREAS, these proposed changes will reduce foot traffic, parking congestion, and reduce the length of lines, thus encouraging voter participation; and

NOW, THEREFORE, BE IT RESOLVED, the City of Auburn Hills Election Commission approves the precinct boundary changes to Precincts 1, 8, and 9. The following boundaries are hereby designated as the precinct boundaries for the City of Auburn Hills:

PRECINCT 1

Starting at the corner of Walton Blvd and Lapeer Rd. Lapeer Rd north to Phillips Rd. Phillips Rd east, then south to James Rd. James Rd east to Dexter Rd. Dexter Rd ~~north to Patrick Henry Rd south to Walton Blvd.~~ **Patrick Henry Rd south to Walton Blvd.** Walton Blvd east to the Rochester Hills border. Rochester Hills border south to M-59. M-59 west to Pontiac border. Pontiac border north to Featherstone Rd. Featherstone Rd west to the Pontiac border. Pontiac border north to Commonwealth Rd. Commonwealth Rd north to the starting point.

PRECINCT 2

Starting at the corner of Auburn Rd and I-75. Auburn Rd east to S. Squirrel Rd. S. Squirrel Rd south to South Blvd. South Blvd west to I-75. I-75 north to the starting point.

PRECINCT 3

Starting at the corner of M-59 and I-75. M-59 east to the Rochester Hills border. Rochester Hills border south to Adams Rd. Adams Rd south to Auburn Rd. Auburn Rd west to I-75. I-75 north to the starting point.

PRECINCT 4

Starting at the corner of Rohr Rd and the Orion Twp border. Orion Twp border west to Brown Rd. Brown Rd to Lapeer Rd. Lapeer Rd south to Walton Blvd. Walton Blvd to the Pontiac border. Pontiac border north, then west to Collier Rd. Collier Rd west to Joslyn Ave. Pontiac border west, then north, from Joslyn Ave to Collier Rd. Along the Pontiac border to Collier Rd. Collier Rd northwest to the Canadian National R.R. Canadian National R.R. south to the Pontiac border. Pontiac border to Baldwin Rd. Baldwin Rd north to N. Lake Angelus Rd. N. Lake Angelus Rd west to Rohr Rd. Rohr Rd north to the starting point.

PRECINCT 5

Starting at the corner of Auburn Rd and S. Squirrel Rd. Auburn Rd east to Adams Rd. Adams Rd south to South Blvd. South Blvd west to S. Squirrel Rd. S. Squirrel Rd north to the starting point.

PRECINCT 6

Starting at the corner of Dutton Rd and Lapeer Rd. Dutton Rd east to the Rochester Hills border. Rochester Hills border south to Tienken Rd. Tienken Rd west to N. Squirrel Rd. N. Squirrel Rd south to Shimmons Rd. Shimmons Rd west, then south, then west to Phillips Rd. Phillips Rd north to Bald Mountain Rd. Phillips Rd west to Lapeer Rd. Lapeer Rd north to the starting point.

PRECINCT 7

Starting at the corner of M-59 and N. Opdyke Rd. M-59 east to I-75. I-75 south to South Blvd. South Blvd west to S. Opdyke Rd. S. Opdyke Rd north to N. Opdyke Rd. N. Opdyke Rd north to the starting point.

PRECINCT 8

Starting at the corner of N. Squirrel Rd and Shimmons Rd. N. Squirrel Rd south to ~~Walton Blvd.~~ Birchfield west to Patrick Henry Rd. Patrick Henry Rd north to Dexter Rd. Dexter Rd south to James Rd. ~~Walton Blvd west to Dexter Rd. Dexter Rd north to James Rd.~~ James Rd west to Phillips Rd. Phillips Rd north to Shimmons Rd. Shimmons Rd north, then east to the starting point.

PRECINCT 9

Starting at the corner of Tienken Rd and N. Squirrel Rd. Tienken Rd east to the Rochester Hills border. Rochester Hills border south to Walton Blvd. Walton Blvd west to Patrick Henry Rd N. Squirrel Rd. Patrick Henry Rd north to Birchfield St. Birchfield St east to N. Squirrel Rd. N. Squirrel Rd north to the starting point.

AYES: 3 (Brocklebank, Peet, Pierce)

NAYS: None

ABSENT: None

RESOLUTION DECLARED ADOPTED

State of Michigan)

County of Oakland)

I, the undersigned, the duly qualified and acting City Clerk of the City of Auburn Hills, County of Oakland, State of Michigan, do hereby certified that the foregoing is a true and complete copy of a resolution adopted by the Election Commission of the City of Auburn Hills at a regular meeting held on the ____ day of ____, 2023, the original of which resolution 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



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7B

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Steven J. Cohen, AICP, Director of Community Development; Stephen Baldante, Director of Public Works; Shawn Keenan, AICP, City Planner
Submitted: April 26, 2023
Subject: Resolution – Authorizing the City Manager to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program

INTRODUCTION AND HISTORY

Oakland County has approved the extension of the West Nile Virus Fund for Fiscal Year 2023 and will maintain the distribution formula and process for reimbursement for the past 20 years. In order to obtain reimbursement from the West Nile Virus Fund, for eligible expenses, the City will need to submit the following information to the Oakland County Fiscal Services Division:

1. Project expenses reimbursement request which states the project purpose and scope, estimated or actual costs, including any supporting detail, to ensure compliance with County approved policies for the West Nile Virus Fund and is otherwise authorized by law;
2. **A resolution authorizing the reimbursement request adopted by the City Council;** and
3. Documentation of actual cost borne by the City in conjunction with the project plan once work is complete

The enclosed West Nile Virus Report includes the City's plan to combat the West Nile Virus as well as an estimated cost for the program. The City began its West Nile Virus Control Program, which was presented to and endorsed by the Oakland County Health Department officials, in the year 2003 and continued each year through the year 2022. The City will again implement a plan to combat the West Nile Virus in the year 2023.

The City has submitted item 1, listed above, to the County and received their approval. The City can submit to the County items 2 and 3 once work is complete.

STAFF RECOMMENDATION

Since the initiation of Oakland County's West Nile Virus Fund Program, the total number of cases has decreased significantly, including deaths, demonstrating the program's success. Therefore, staff recommends for the City Council to move forward with the Oakland County West Nile Virus program process by adopting the resolution Authorizing West Nile Virus Fund Expense Reimbursement Request.

MOTION

Move to adopt the resolution, AUTHORIZING WEST NILE VIRUS FUND EXPENSE REIMBURSEMENT REQUEST, and authorize and direct the City Manager, as agent for the City of Auburn Hills, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



West Nile Virus

March 25, 2023

Prepared by the City of Auburn Hills
Community Development and Department of Public Services

Background

West Nile is a mosquito-borne virus that can cause mild flu-like symptoms, and in a few cases, results in encephalitis (inflammation of the brain) or meningitis (inflammation of the lining of the brain and spinal cord). It first appeared in the U.S. in 1999 in New York City and is spread to humans by the bite of an infected mosquito. A mosquito becomes infected by biting a bird that carries the virus. The *Culex pipiens* species of mosquito, which prefers to feed on birds, is believed to carry the virus in Oakland County.

In 2002, there were 644 confirmed human cases of WNV with 51 deaths reported throughout the state. That same year in Oakland County, there were 214 confirmed cases of people being infected and 20 deaths attributed to the disease.

In the year 2002, officials from the Centers for Disease Control and Prevention (CDC) had stated that WNV reached epidemic status in the state of Michigan. They also wanted to reassure the public that while this is cause for concern, it is **not** a cause for panic. They stress that individuals can protect themselves from this disease. They have provided the following statistics regarding the likelihood of being bitten by an infected mosquito and then whether or not someone will contract one of the two forms of the disease.

- Of all mosquito bites, only one in one hundred will be from an infected mosquito.
- Of all mosquito bites, only one in 500 will be a bite from an infected mosquito and will then result in a mild illness with “flu-like” symptoms.
- Of all mosquito bites, only one in 15,000 will be a bite from an infected mosquito which will then result in someone contracting the severe form of the disease.

The CDC is recommending that the public follow the three “Rs” for tackling the WNV problem:

Repel—wear long-sleeved shirts and long pants, use insect repellent with DEET, and avoid the outdoors during peak mosquito activity hours (i.e., dusk and dawn). See attached information on the proper use of DEET repellents.

Reduce—the mosquito population by eliminating stagnant standing water, such as in old tarps, old buckets, neglected birdbaths, etc. Attached is a poster regarding eliminating breeding areas in and around your home.

Report—dead birds to the Michigan Department of Community Health Emerging Diseases. Reporting forms can be found at the following MDCH website www.michigan.gov/emergingdiseases.

Even though there is no evidence to support that the disease can be spread from dead birds, they should never be handled with bare hands. Use disposable gloves to put the dead bird in a double plastic bag. If gloves are not available, turn a plastic shopping bag inside-out and scoop up the bird with the bag. If the dead bird has been reported and will not be tested, then place the bagged carcass in an outdoor garbage can for disposal. If the dead bird will be tested, you will be instructed to transport the bird to an appropriate local agency, where it can be packaged appropriately and submitted for testing.

There has been concern over the effect of WNV on pets. In general, the disease does not affect *most* household pets, including cats and dogs; however pet birds are just as apt to contract the illness as their wild counterparts. Studies in New York have shown that up to 11% of dogs tested showed exposure to the virus, but none showed signs of illness, and WNV is not passed to other animals from cats or dogs. Horses are perhaps a bit more susceptible than humans, but a vaccine has been approved for use on horses, and it appears to be effective, although no formal studies on this have been published yet.

The National Institutes for Health (NIH) are in charge of disease prevention, treatment, diagnostics, and basic research. They are working on a vaccine for humans, and they do have some promising research. Officials have stated that if all goes well, a vaccine is expected to be available in the next few years. The NIH is optimistic that one will be developed, but they are not able to confirm for certain that this will be the case.

City staff has researched the role that mosquito control has in the prevention of WNV. In general, spraying for adult mosquitoes is the *least* preferred method. The success of spraying programs is questionable at best and does not address the mobility factor of the adults. If all areas are not sprayed, and all communities are not spraying, then there is even less of a chance of significantly reducing the adult mosquito population.

2003 through 2022 WNV Information

The great efforts made in 2003, by the State, County, local municipalities, businesses, and residents, to reduce the number of human cases of WNV were continued each year through 2022. This all-out effort resulted in a substantial reduction in the number of humans contracting the WNV, throughout the State of Michigan.

West Nile Virus Case Total Comparison (Last 20 Years)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
OC	3	2	5	4	2	0	0	5	2	28	4	0	3	9	5	12	1	6	12	4
MI	19	16	62	55	16	17	0	29	34	249	36	1	18	43	40	104	11	31	46	12
US	9,862	2,539	2,949	4,256	3,598	1,338	663	1,021	690	5,387	2,469	2,122	2,060	2,038	2,002	2,544	872	557	2,695	1,007

West Nile Virus Death Total Comparison (Last 20 Years)

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
OC	2	0	0	0	0	0	0	0	0	0	0	0	1	1	0	2	0	0	1	0
MI	2	0	4	7	4	0	0	3	2	14	2	0	2	3	1	9	1	0	7	0
US	264	100	116	165	121	43	30	57	43	243	119	85	119	94	121	137	46	38	191	76

2023 WNV Control Program

As part of a mosquito control plan for this season, the following information has been compiled:

By far the most effective management program involves a combination of education regarding how to avoid being bitten, eliminating breeding sites, and controlling the larval mosquitoes. The breed *Culex pipiens*, mentioned earlier, prefers stagnant water such as that found in catch basins and other nutrient-rich, even polluted, standing pools of water. **Please note that streams and healthy ponds and wetlands do not fall into this category.** The mosquito control industry has developed products that are safe for handling, are non-toxic to humans and most other animals, and specifically target mosquito larvae. Many are even available in pre-packaged amounts that are designed specifically for catch basins. A “certified applicator” is not needed to use these pre-mixed products.

First, the City would educate citizens and staff on bite avoidance, and how to eliminate breeding areas on their property through cable PSAs, newsletters, and website information.

Second, the City would treat all catch basins with larvicides. The estimated material cost for the initial catch basin larvacide treatment is \$2,223.00.

A breakdown of this cost estimate is attached. The County has indicated that the City will be eligible to receive a reimbursement in the amount of \$3,614.30 to help implement step two of the City's plan.

Products that would be used for catch basin treatment are described below:

- Altosid—a growth hormone inhibitor that targets mosquitoes and black flies. It is available in briquettes that can easily be dropped into a catch basin through the grating and last for 150 days. Its shelf life is approximately 18 months to 2 years.
- Vectolex—bacteria that dissolves the gut of the larvae, it is a granular product that is also very specific to mosquitoes and black flies. This product kills larvae within 1-2 hours and needs to be reapplied every 21 days during the breeding season. It is available in packets to treat catch basins, and as a loose product that can be broadcast over areas of open water. This would be the product used for areas of nutrient-rich stagnant water. The shelf life for this product is also 18 months to 2 years.

It **may** be prudent to “spot spray” City parks prior to events that will be occurring during peak hours of mosquito activity, especially when participants are expected to fall into the categories of most susceptible to WNV. City staff would develop a standard operating procedure to address these instances.

Some of the issues involved in creating and maintaining an effective program concern outside agencies, such as the Oakland County Road Commission, subdivisions, school districts, and commercial sites that own catch basins in the City. City staff will be working with these groups in order to ensure an effective program. During the winter following the initial WNV control program, staff will analyze the program to determine its effectiveness to map out future actions.

Recommendation

The City should implement the program outlined above to address the WNV problem. In addition to the treatment of City catch basins with Altosid XR and other areas as necessary, the activities listed should be put into action starting with the mosquito season of 2022.

Web Resources:

Michigan Department of Agriculture - www.michigan.gov/mda

Centers for Disease Control and Prevention - www.cdc.gov

National Institutes of Health - www.nih.gov

Oakland County Health Division - www.oakgov.com/health

COST ESTIMATE
City of Auburn Hills
2023 Mosquito Control Program
West Nile Virus

Based on currently available information, the target locations for the City's mosquito control treatment would include catch basins. The attached cost estimate is based on a recommendation that the City use longer-lasting Altosid briquettes in the catch basins. These larvicide briquettes, with a 150-day duration, have a lower labor and equipment cost when compared to repeated treatments of 28-day duration Spheratax SPH packets. However, the estimate includes the possibility of at least one follow-up treatment using the Spheratax packets that may be necessary to cover the full spring, summer, and fall for most areas targeted for treatment, catch basins in particular.

Staff estimates that there are roughly 1,546 catch basins located in City right-of-ways and on City properties and 794 along private roads within the Auburn Hills City limits. These figures are estimates based on current GIS data and not based on a field inventory. The catch basins being treated include only those within residential neighborhoods and on City property.

COST ESTIMATE

Initial Catch Basin Treatment

Item	Unit	Quantity	Unit Cost	Totals
Auburn Hills catch basin treatment with Altosid XR Briquettes	Each	1,546	\$3.72	\$5,751.12
Private Road catch basin treatment with Altosid XR Briquettes	Each	794	\$3.72	\$2,953.68
TOTAL		2,340		\$8,704.80

Secondary Catch Basin Treatment if Warranted

Item	Unit	Quantity	Unit Cost	Totals
Auburn Hills catch basin treatment with Spheratax SPH 28 day packets	Each	1,546	\$0.98	\$1,515.08
Private catch basin treatment with Spheratax SPH 28 day packets	Each	794	\$0.98	\$778.12
TOTAL		2,340		\$2,293.20

2021 COST ESTIMATE

Item	Totals
Primary Costs	
Initial Catch Basin Treatment (In-House)	\$8,704.80
County Assistance	-\$3,614.30
CITY TOTAL	\$5,090.50
Conditional Costs	
Secondary Catch Basin Treatment if Warranted (In- House)	\$2,293.20

The City's plan calls for the use of all existing Altosid XR 150 day Briquettes from the year 2022 before utilizing the Altosid XR 150 day Briquettes purchased in the year 2023.

Oakland County has committed funding to assist communities in the implementation of their own mosquito control program, to thwart the West Nile Virus. Funding will be distributed using the Environmental Infrastructure Fund formula...75% based on the population of the community and 25% based on size (geographic) of the community. The County has indicated that the City will be entitled to receive a reimbursement in the amount of \$3,614.30 to help implement our plan. The funds provided by the County will be used to purchase the Altosid XR 150 day briquettes for the initial catch basin treatment.

AUTHORIZING WEST NILE VIRUS FUND EXPENSE REIMBURSEMENT REQUEST

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in City Council Chambers at 1827 N. Squirrel Road, Auburn Hills, MI 48326 at 7:00 p.m., on the 1st day of May, 2023.

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

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, and mosquito larvicide applications; and

WHEREAS, the City of Auburn Hills, Oakland County, Michigan will incur expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Auburn Hills City Council authorizes and directs the City Manager, as agent for the City of Auburn Hills, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program

AYES:
NAYS:
ABSENT:
ABSTENTIONS:

RESOLUTION

STATE OF MICHIGAN))SS
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 1st day of May 2023.

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

Laura Pierce, City Clerk



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7C

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: April 20, 2023
Subject: Motion – Approve 2023 Summer Maintenance Agreement with the Road Commission for Oakland County (Street Sweeping)

INTRODUCTION AND HISTORY

In 2017 the City entered into what has become an annual agreement with the Road Commission for Oakland County (RCOC) to provide street sweeping services on county roads within the City's borders. The 14.49 curb-miles of sweeping includes the following:

- Walton Boulevard (City limit to City limit)
- Baldwin Road (City limit to City limit)
- Joslyn Road (City limit to City limit)
- Brown Road (Baldwin Road to Joslyn Road)

The terms of the annual agreement require a minimum of three sweepings. For the services provided, the City receives \$7,607.25 payable to Auburn Hills in two installments. The amount received exceeds the City's expenses for providing the service, which is roughly \$80 per curb-mile.

STAFF RECOMMENDATION

Staff recommends continuing the street sweeping program to extend our in-house street sweeping services to include the above-mentioned county roads within the City borders. The 2023 Summer Maintenance Agreement is attached for City Council's review.

MOTION

Move to authorize the City Manager, as Street Administrator, to accept on behalf of the City of Auburn Hills, the 2022 RCOC Summer Maintenance Agreement to provide street sweeping services on Walton Boulevard, Baldwin Road, Joslyn Road, and parts of Brown Road for an annual compensation of \$7,607.25 payable by RCOC to the City of Auburn Hills.

EXHIBITS

Exhibit 1 – 2022 RCOC Summer Maintenance Agreement

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

April 12, 2023

Mr. Jason Hefner
Manager Fleet and Roads
City of Auburn Hills
1500 Brown Road
Auburn Hills MI 48326

RE: 2023 Summer Maintenance Agreement

Dear Mr. Hefner:

Attached are two copies of a Summer Maintenance Agreement between the Road Commission for Oakland County and the City of Auburn Hills for sweeping on Walton Boulevard, Joslyn Road, Baldwin Road, and Brown Road within the city limits. The frequency of the sweeping activity for this year is 3 sweepings.

Please note: We are requesting that the City invoice the Road Commission for 65% of the total contract amount on September 15, 2023, and invoice for the remaining 35% upon completion of the last maintenance activity.

If the agreement is satisfactory, please attach certified copies of the resolution of approval by your City Council, and return the two signed copies to this office for approval by the Board of Road Commissioners. One fully signed copy will be returned to you.

Please submit your proof of liability insurance that covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. As your current Certificate of Membership in the Michigan Municipal Workers Compensation Fund will expire in June, I would appreciate it if you would forward a new certificate at that time. If there are any changes in the coverage during the term of this agreement, we must be notified of these changes.

The Board of County Road Commissioners and I extend our appreciation to you, the City Council and your road employees, for the fine work that has been done in connection with past agreements, and we want to continue to cooperate with you in any way that we can.

Also, please note that the prices in Exhibit A are reflective of our current bids. If you have any questions, please call.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

DMH/gg
attachment

2023 SUMMER MAINTENANCE AGREEMENT
CITY OF AUBURN HILLS

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement ("Agreement") is made this ____ day of _____, 2023, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the "Board and as the "Road Commission for Oakland County") and the **City of Auburn Hills**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain maintenance of said roads under the terms of this Agreement and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. "Summer Maintenance," herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board's minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$7,607.25**, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2023
35% upon completion of the last Summer Maintenance activity

The making of said payments shall constitute the Board's entire obligation in reference to Summer Maintenance.

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the Contractor covenants not to 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 race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

Contractor shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of Contractor to so comply with the Federal E-Verify Program.

IX

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Summer Maintenance activities will be executed annually by the parties hereto.

The terms and conditions of this Agreement shall become effective as of April 1, 2023 and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____, and by the City by authority of a resolution of its governing body, adopted _____, (copy attached as Exhibit D).

Witnesses:

CITY OF AUBURN HILLS
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,**
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

EXHIBIT A

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF AUBURN HILLS

Sweeping

Walton Boulevard: Rochester Hills city limit to Perry.	3.44 Miles
Joslyn Road: Pontiac city limit to Orion Twp. border.	3.62 Miles
Baldwin Road: Pontiac city limit to Orion Twp. border.	5.01 Miles
Brown Road: Baldwin to Joslyn.	<u>2.42 Miles</u>
Total	14.49 Miles

Sweeping: 14.49 Curb Miles x \$175.00/Curb Mile = \$2,535.75 x 3 Sweepings = \$7,607.25
(both directions, including median)

Total Contract **\$7,607.25**

EXHIBIT B

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF AUBURN HILLS

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times, once between April 15th and May 15th, once between July 15th and August 15th, and once between September 15th and October 15th.
2. The City may at its own expense sweep more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2023 SUMMER MAINTENANCE AGREEMENT

CITY OF AUBURN HILLS

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability

See provisions of the maintenance agreement to which this Exhibit C is attached.

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland ("Board"), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter's endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board a notice of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker's compensation and employer's liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not "endeavor to") prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen's Compensation Insurance:** The insurance shall provide protection for the City's employees, to the statutory limits of the State of Michigan and \$500,000 employer's liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
--	--

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors' coverages.

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability)
The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
---	--

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

See provisions of the maintenance agreement to which this Exhibit C is attached.



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7D

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: April 20, 2023
Subject: Motion – Approve MDOT Public Act 51 Mapping Updates

INTRODUCTION AND HISTORY

In accordance with Public Act 51, the Michigan Department of Transportation (MDOT) requires cities and villages to complete an Annual Road Mileage Certification Mapping Report. Any changes in the City's local and major street mapping are reported at that time. After the report was submitted, staff was informed that the resolution that accepted the new streets from the Fountain Circle development (a portion of Parkways Boulevard, College Boulevard, and Fountain Lane) was not correctly written to be accepted by ACT 51.

The following resolutions are attached to certify changes in the City's Street Inventory:

- Resolution 23-06: Acceptance of College Boulevard from Auburn Road to Parkways Boulevard
- Resolution 23-07: Acceptance of Parkways Boulevard from Tebeau Court to Eastern Connection
- Resolution 23-08: Acceptance of Fountain Lane from Auburn Road to Parkways Boulevard

STAFF RECOMMENDATION

Staff recommends that City Council approve the resolutions listed above to make the necessary mapping changes to the ACT 51 MDOT Map in compliance with Public Act 51 as amended.

MOTION

Move to approve resolution 23-06 through resolution 23-08 to add College Boulevard, Parkways Boulevard, and Fountain Lane to the MDOT ACT 51 Map.

EXHIBITS

Exhibit 1 – MDOT Sheet of Additions/Subtractions during 2022

Exhibit 2 – Resolutions 23-06 through 23-08

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

[illegible]

RESOLUTION NO. 23-06
ACCEPTANCE OF COLLEGE BOULEVARD FROM AUBURN ROAD TO
PARKWAYS BOULEVARD

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on _____, the following resolution was offered by member _____, and supported by member _____.

Whereas the City of Auburn Hills did acquire title to College Boulevard.

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 COLLEGE BOULEVARD (VARIABLE WIDTH)

A centerline of road being situated in the SE 1/4 of Section 25, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:

Commencing at the SE corner of Lot 1, "Supervisor's Plat No. 8", as recorded in Liber 52 of Plats, Page 33, Oakland County Records; thence S 00°46'18" E 65.82 feet; thence N 89°39'45" E 19.37 feet; thence S 00°20'15" E 8.53 feet; thence N 89°16'30" E 21.89 feet to the centerline of College Boulevard (variable width), also being the Point of Beginning; thence the following Five (5) courses along said centerline: 1) S 03°02'55" E 36.69 feet, 2) 44.59 feet along a curve to the right, radius 269.0 feet, delta 09°24'49", chord bears S 01°41'59" W 44.54 feet, 3) S 01°22'34" W 124.42 feet, 4) 26.77 feet along a curve to the left, radius 226.0 feet, delta 06°47'11", chord bears S 03°03'20" W 26.75 feet, 5) S 00°20'15" E 39.40 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.

Resolution duly adopted.

(City Clerk) (Date)

Certified to be a true copy.

(City Clerk) (Date)

RESOLUTION NO. 23-07
ACCEPTANCE OF PARKWAYS BOULEVARD FROM TEBEAU COURT TO
EASTERN CONNECTION

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on _____, the following resolution was offered by member _____, and supported by member _____.

Whereas the City of Auburn Hills did acquire title to Parkways Boulevard.

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 PARKWAYS BOULEVARD (VARIABLE WIDTH)

A centerline of road being situated in the SE 1/4 of Section 25, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:

Commencing at the SE corner of Lot 1, "Supervisor's Plat No. 8", as recorded in Liber 52 of Plats, Page 33, Oakland County Records; thence S 00°46'18" E 44.49 feet to the centerline of Parkways Boulevard (variable width), also being the Point of Beginning; thence the following Twelve (12) courses along said centerline: 1) N 89°16'30" E 353.95 feet, 2) N 89°16'30" E 6.03 feet, 3) N 00°43'30" W 5.44 feet, 4) N 77°39'34" E 90.30 feet, 5) N 65°02'00" E 256.77, 6) N 60°37'55" E 31.19 feet, 7) N 24°48'45" W 10.61 feet, 8) N 64°08'50" E 155.39 feet, 9) N 49°52'57" E 84.90 feet, 10) N 45°18'15" E 61.04 feet, 11) N 52°04'59" E 171.72 feet, 12) N 57°57'44" E 81.46 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.

Resolution duly adopted.

(City Clerk) (Date)

Certified to be a true copy.

(City Clerk) (Date)

RESOLUTION NO. 23-08
ACCEPTANCE OF FOUNTAIN LANE FROM AUBURN ROAD TO PARKWAYS
BOULEVARD

At a regular meeting of the City Council of the City of Auburn Hills, Michigan, held at the City Hall on _____, the following resolution was offered by member _____, and supported by member _____.

Whereas the City of Auburn Hills did acquire title to Fountain Lane.

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 FOUNTAIN LANE (60 FT. WIDE)

A centerline of road being situated in the SE 1/4 of Section 25, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, described as follows:

Commencing at the SE corner of Lot 1, "Supervisor's Plat No. 8", as recorded in Liber 52 of Plats, Page 33, Oakland County Records; thence S 00°46'18" E 44.49 feet to the centerline of Parkways Boulevard (variable width), thence N 89°16'30" E 353.95 feet to the centerline of Fountain Lane (60 ft. wide), also being the Point of Beginning; thence along said centerline of Fountain Lane S 00°43'30" E 241.76 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.

Resolution duly adopted.

(City Clerk) (Date)

Certified to be a true copy.

(City Clerk) (Date)



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7E

POLICE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Ryan Gagnon, Chief of Police
Submitted: April 25, 2023
Subject: Motion – Approve an Interlocal Agreement for the Regional Youth Police Academy

INTRODUCTION AND HISTORY

The Auburn Hills Police Department created a Youth Police Academy in 2019. The basis for this program is to introduce high school aged students (ages 14-18 years old) to a career in law enforcement. There has been a consistent challenge over the last 5+ years in attracting people into the police service across the country. This program provides young people with 40 hours of training and experience of what the law enforcement profession is all about. The goal being to expose them to many aspects of the career in hopes that they may one day seek out a career in law enforcement.

Our first academy class was held in June 2019, and we had 12 students participate in the one-week program. COVID-19 temporarily prevented us from hosting the youth academy in 2020 and 2021. We brought the academy back in June of 2022 and had six students participate in the program. We received a lot of positive feedback from the students, as well as from their parents. We have found that this program provides true value to young people in our community who are exploring a career in law enforcement. While there is value in this program, we also recognize that we want to continuously evaluate the program and improve upon it for the future. To bolster the number of participants and improve upon the student experience, we reached out to our partnering agencies (Bloomfield Twp., Birmingham, and Rochester) to see if they would like to partner with us to host a Regional Youth Police Academy. All of the departments have never hosted a youth academy like this in the past and are excited for the opportunity to partner with us on this program.

Staff from each department have been meeting regularly to plan for the upcoming Regional Youth Police Academy, which will be held during the week of June 26-30, 2023. This planning has included the drafting of an Interlocal Agreement to cover all participating agencies, providing a framework for the regional program. The proposed Interlocal Agreement and supporting documents (application and waiver) are attached for your review. It is the intention of the participating agencies to advertise the program and meet with schools in each community to attract students to participate in the program. We believe by partnering with other agencies, we will be able to increase participation and improve the student experience.

The attached interlocal agreement has been reviewed by City Attorney Beckerleg and found to be satisfactory from a legal standpoint.

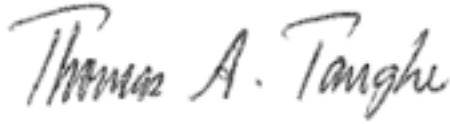
STAFF RECOMMENDATION

Staff recommend approval of the Interlocal Agreement for the Regional Youth Police Academy in cooperation with the Bloomfield Township, Birmingham, and Rochester Police Departments.

MOTION

Move to approve the Interlocal Agreement for the Regional Youth Police Academy and authorize the Chief of Police to sign said agreement.

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive, flowing style. The first name "Thomas" is written with a large, prominent 'T'. The middle initial "A." is written in a smaller, simpler script. The last name "Tanghe" is written with a large, prominent 'T' and a long, sweeping tail that extends to the right.

THOMAS A. TANGHE, CITY MANAGER

**INTERGOVERNMENTAL AGREEMENT
REGARDING YOUTH ACADEMY PROGRAM
BETWEEN THE CITY OF BIRMINGHAM, CITY OF AUBURN HILLS,
BLOOMFIELD TOWNSHIP AND THE ROCHESTER POLICE DEPARTMENT**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the **CITY OF BIRMINGHAM**, whose municipal offices are located at 151 Martin Street, Birmingham, Michigan, 48012, **CITY OF AUBURN HILLS** whose municipal offices are located at 1827 N. Squirrel Road, Auburn Hills, Michigan, 48326, **BLOOMFIELD TOWNSHIP** whose municipal offices are located at 4200 Telegraph Road, P.O. Box 489, Bloomfield Township, MI, 48303 and the **ROCHESTER POLICE DEPARTMENT** whose municipal offices are located at 400 Sixth Street, Rochester, Michigan, 48307.

WITNESSETH:

The Intergovernmental Contract Act MCLA 123.1 et seq., provides that a municipal corporation shall have power to join with any other municipal corporation, by contract, or otherwise as may be permitted by law for the operation of performance, jointly, or by anyone or more, on behalf of any and all, of any service which would have the power to provide; and,

WHEREAS, the four police departments would like to provide for a Regional Youth Academy; and,

WHEREAS, the Academy will be five days in length and will be held at one central location hosted by one of the participating four police departments; and,

WHEREAS, there may be one day where participants will be dropped off and picked up at another location depending upon the training necessity; and,

WHEREAS, the Regional Youth Academy will take place during a week in the summer from 9:00 a.m. to 3:30 p.m. at the Bloomfield Township Police Department with a travel day to Rochester Police Department Training Facility; and,

WHEREAS, while transportation will not be provided by the four participating police departments, the Academy participants may walk to other facilities for training. for example, the 48th District Court for a courthouse tour from Bloomfield Township; and,

WHEREAS, the Academy is free of charge to participants and the cost associated with facilitating the Academy will be split equally among the four participating police departments. The cost may include training location, training equipment, uniform

requirements such as an Academy t-shirt and lunch to be provided daily to the participants; and,

WHEREAS, all four police departments participating in the Academy will be required to have at least one member from their department present during the Academy dates and hours. It is, however, possible that more training staff may be necessary depending upon the training activities scheduled that day; and,

WHEREAS, a meeting will be held for parents and guardians of the minors prior to the Academy taking place; and,

WHEREAS, the Youth Academy participants will fill out an application providing emergency information, and a Release and Indemnification Agreement for the participants in ride along programs and the Youth Academy, a Non-Disclosure and Confidentiality Agreement, and notification of the misuse of the statewide lien network (Attachments A through E).

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto as herein set forth as agreed to by and between the parties as follows:

1. That the four police departments shall share the cost of the youth training in four equal parts. The amount is to be determined.

2. The term of this Agreement shall be for the planning and implementation of the Regional Youth Academy with anticipated completion by August 31 of each year. The terms of this Agreement may be continued on a yearly basis for a term of 10 years. Any party to this Agreement may terminate this Agreement for any reason or no reason, by giving sixty (60) days written notice to the other parties to this Agreement.

3. This Agreement shall be governed, performed and enforced in accordance with the laws of the State of Michigan, and in full compliance with all local, state and federal laws and regulations.

4. If any provision of this Agreement is declared invalid, illegal or unenforceable such provision shall be severed from this Agreement and all of the provisions shall remain in full force and effect.

5. Except as otherwise provided herein to the fullest extent permitted by law, each party shall be responsible for the acts and/or omissions of its own employees, officers and/or agents, the costs associated with those acts and/or omissions and for their own defense of those acts and/or omissions.

6. Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of actions, losses or expenses including attorney's fees resulting from or

caused by its acts or omissions and the acts or omissions of its employees pursuant to this Agreement. Neither party shall construe the other as an employee.

7. If any breach is caused by any of the four police departments, written notice shall be given by the party believing a breach has occurred by regular mail and representatives and all four police departments will meet within seven days of receipt of notice to attempt to cure the alleged breach in question.

8. The four police departments have long shared a history of cooperation and each party pledges its best efforts to provide the same herein.

9. This Agreement may be modified only by the written agreement of all four police departments.

10. The four police departments have taken all actions and have secured all approvals necessary to authorize and complete this Agreement. The person signing this Agreement on behalf of each party shall have legal authority to sign this Agreement and bind the parties to the terms and conditions herein.

11. Notices shall be given to:

A. Auburn Hills Police Department
1899 N. Squirrel Road
Auburn Hills, MI 48326

Attention: Ryan Gagnon, Police Chief

With copy to: Attorney Derk Beckerleg

B. Birmingham Police Department
151 Martin Street
Birmingham, MI 48012

Attention: Scott Grewe, Police Chief

With copy to: Attorney Mary M. Kucharek

C. Bloomfield Township Police Department
4200 Telegraph Road
P.O. Box 489
Bloomfield Township, MI 48303

Attention: James Gallagher, Police Chief

With copy to: Attorney Derk Beckerleg

D. Rochester Police Department
400 Sixth Street
Rochester, MI 48307

Attention: Steven Schettenhelm, Police Chief

With copy to: Attorney Jeffrey S. Kragt

CITY OF BIRMINGHAM By: _____ Its: _____ Dated: _____	CITY OF AUBURN HILLS By: _____ Its: _____ Dated: _____
BLOOMFIELD TOWNSHIP By: _____ Its: _____ Dated: _____	CITY OF ROCHESTER By: _____ Its: _____ Dated: _____

ATTACHMENT A

REGIONAL YOUTH POLICE ACADEMY

YOUTH POLICE ACADEMY | APPLICATION

*AUBURN HILLS POLICE, ROCHESTER POLICE
BLOOMFIELD TOWNSHIP POLICE, BIRMINGHAM POLICE*



APPLICANT'S NAME: _____
LAST FIRST MIDDLE

APPLICATIONS DUE: **THURSDAY, JUNE 5TH, 2023**

REGIONAL YOUTH POLICE ACADEMY

YOUTH POLICE ACADEMY | APPLICATION

YOUTH POLICE ACADEMY INFORMATION

WHO CAN PARTICIPATE?

- ANY CURRENT HIGH SCHOOL STUDENT (CAN BE ENTERING YOUR JUNIOR OR SENIOR YEAR, ALSO APPLIES TO SENIORS WHO JUST GRADUATED) AGE 14-18 WHO LIVES IN OR ATTENDS HIGH SCHOOL IN OAKLAND COUNTY **OR** HAS A PARENT WHO LIVES, WORKS OR GOES TO SCHOOL IN AUBURN HILLS, BLOOMFIELD TOWNSHIP, BIRMINGHAM, OR CITY OF ROCHESTER.
- MUST POSSESS GOOD MORAL CHARACTER, A GOOD WORK ETHIC AND DEMONSTRATE THEIR HONESTY AND TRUSTWORTHINESS.
- BE IN GOOD LEGAL STANDING WITH AN ACCEPTABLE LEGAL HISTORY
- BE IN GOOD PHYSICAL CONDITION AND PROVIDE PROOF OF A PHYSICAL BY A LICENSED PHYSICIAN WITHIN 12 MONTHS OF THE ACADEMY
- AUTHORIZE THE AUBURN HILLS POLICE DEPARTMENT AND ITS AGENTS TO UTILIZE THE LEIN/NCIC SYSTEM TO CONDUCT A THOROUGH BACKGROUND CHECK

ACADEMY DATE & MANDATORY INFORMATIONAL MEETING:

- **JUNE 26TH – JUNE 30TH | 9:00AM-3:30PM** (ALL ACADEMY DAYS ARE MANDATORY)
- GRADUATION TO TAKE PLACE AT THE BLOOMFIELD TOWNSHIP CITY COMPLEX ON FRIDAY JUNE 30TH.
- **MANDATORY INFORMATIONAL MEETING: WEDNESDAY, JUNE 7TH @ 7:00PM**
 - MEETING WILL TAKE PLACE IN THE BLOOMFIELD TOWNSHIP TRAINING CENTER (4315 ANDOVER RD., BLOOMFIELD HILLS).
 - ATLEAST ONE PARENT MUST BE IN ATTENDANCE
 - BRING A COPY OF HEALTH INSURANCE INFORMATION/BE ABLE TO PROVIDE MEDICAL HISTORY OF THE STUDENT

SUBMIT COPIES OF THE FOLLOWING WITH YOUR APPLICATION:

- DRIVER'S LICENSE/STATE IDENTIFICATION CARD (IF APPLICABLE)
- STUDENT IDENTIFICATION CARD
- PROOF OF PHYSICAL WITHIN 12 MONTHS OF THE ACADEMY DATE
- ALL COMPLETED APPLICATION MATERIALS

REGIONAL YOUTH POLICE ACADEMY

YOUTH POLICE ACADEMY | APPLICATION

WHAT WILL BE PROVIDED:

- UNIFORM PIECES (ACADEMY T-SHIRT/POLO)
- ALL MATERIALS INCLUDING BOOKS AND CLASSROOM SUPPLIES
- LUNCH DURING EACH DAY OF THE ACADEMY

WHAT YOU WILL NEED TO PROVIDE:

- BUSINESS CASUAL PANTS (KHAKI, ETC)
- APPROPRIATE WORKOUT/ATHLETIC ATTIRE
 - ATHLETIC SHORTS / PANTS
 - GOOD RUNNING/ATHLETIC SHOES WITH SUPPORT
- DUFFLE BAG OR BACKPACK TO CARRY MATERIALS
- TRANSPORTATION TO AND FROM THE BLOOMFIELD TOWNSHIP TRAINING CENTER (4315 ANDOVER RD., BLOOMFIELD HILLS) BEFORE AND AFTER THE ACADEMY
- ON THURSDAY, 6/29/23, TRANSPORTATION WILL BE NEEDED TO AND FROM THE ROCHESTER CITY FIRE DEPARTMENT (277 E. 2ND STREET, ROCHESTER, MI)
- SUNSCREEN, BUG SPRAY (IF YOU FEEL NECESSARY) AND ANY MEDICATIONS YOU WILL NEED TO TAKE DURING THE ACADEMY

CONTACT INFORMATION

ALL QUESTIONS OR CONCERNS SHOULD BE DIRECTED TO:

OFFICER NICK SOLEY

4200 TELEGRAPH RD.

BLOOMFIELD TOWNSHIP, MI 48303

(248) 433-7724

CRO@BLOOMFIELDTWP.ORG

REGIONAL YOUTH POLICE ACADEMY
YOUTH POLICE ACADEMY | APPLICATION

APPLICATION INSTRUCTIONS

- READ EVERY QUESTION CAREFULLY AND ANSWER ALL QUESTIONS ON THE APPLICATION
- IF THE QUESTION DOESN'T APPLY TO YOU, FILL IN N.A. DO NOT LEAVE ANY PART OF THE APPLICATION BLANK
- YOUR APPLICATION SHALL BE PRINTED CLEARLY IN YOUR OWN HANDWRITING OR FILL IN THE APPLICATION VIA THE COMPUTER AND TYPE ANSWERS INTO THE BLANKS
- ANSWER EVERY QUESTION COMPLETELY AND TRUTHFULLY, IF THERE IS INSUFFICIENT SPACE TO ANSWER, INCLUDE AN ADDITIONAL SHEET OF PAPER WITH THE QUESTION NUMBER AND ANSWER

SEND ALL COMPLETED MATERIALS
BY MONDAY JUNE 5TH, 2023

VIA EMAIL: CRO@BLOOMFIELDTWP.ORG

OR

MAIL OR DELIVER IN PERSON:

OFC. SOLEY
BLOOMFIELD TOWNSHIP POLICE DEPARTMENT
4200 TELEGRAPH RD.
BLOOMFIELD TOWNSHIP, MI 48303
(248) 433-7724

REGIONAL YOUTH POLICE ACADEMY

YOUTH POLICE ACADEMY | APPLICATION

APPLICANT INFORMATION

Last Name			First			M.I.	DOB:		
Street Address						Apartment/Unit #			
City			State			ZIP			
Phone			E-mail Address						
Parent/Guardian Name			Parent/Guardian Phone			Parent/Guardian Email			
Do you live, work or attend a school in the City of Auburn Hills, Bloomfield Township, Birmingham or Rochester? If so, provide the name and address of the establishment/institution.									
Have you attended OUR academy before?	YES ☐	NO ☐	Are you available from June 20 th -24 th ?			YES ☐	NO ☐		
Have you ever been arrested?	YES ☐	NO ☐	If so, when?						
Have you ever been convicted of a misdemeanor or felony?	YES ☐	NO ☐	If yes, explain						

EDUCATION (IF THERE IS NOT ENOUGH SPACE FOR AWARDS, INCLUDE ADDITIONAL SHEET/LIST)

Jr. High (6-8)			CITY						
From	To	Did you graduate?	YES ☐	NO ☐	Awards				
High School			Address						
From	To	Did you graduate?	YES ☐	NO ☐	Awards				
College/Tech School			Address						
From	To	Did you graduate?	YES ☐	NO ☐	Awards				

Were you ever expelled or suspended from High School or Jr. High? If so explain: when, where and reason on the back of this page.

REFERENCES

Please list One Personal Reference (Family Member, Friend) and Two Professional References (Boss, Coach, Teacher).

Full Name			Relationship		
Company			Phone		
Address					
Full Name			Relationship		
Company			Phone		
Address					
Full Name			Relationship		
Company			Phone		
Address					

REGIONAL YOUTH POLICE ACADEMY

YOUTH POLICE ACADEMY | APPLICATION

VOLUNTEER/EXTRA-CURRICULAR ACTIVITY

List extra-curricular
activity

Total
Hours per
Week

Does this conflict
with the academy?

List Volunteer
activity/organizations

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in my application or interview will result in my release. Furthermore I acknowledge that the Auburn Hills Police Department reserves the right to suspend or terminate the participation of any participant who engages in unsafe, insubordinate, or illegal behavior at any time before or during the Youth Police Academy. Finally, my submission of this application permits the Auburn Hills Police Department and its agents to perform a background check utilizing the LEIN/NCIC, Secretary of State and CLEMIS systems.

Signature

Date

ATTACHMENT B

REGIONAL YOUTH ACADEMY EMERGENCY INFORMATION

Emergency Information, Participants

Participant Full Name _____

Address _____

Home Phone _____

Cell Phone _____

Work Phone _____

Email Address _____

Date of Birth _____

Driver License Number _____

Affiliation/ School _____
(Reason for participation)

EMERGENCY INFORMATION:

In case of emergency, please contact:

	Name	Phone Number	Address	Relationship
1				
2				
3				

Known medical concerns of participant: _____

Those who choose to participate in an optional simulated MCOLES physical agility test must affirm they are physically and medically capable to do so. Participation in this event is not required. The MCOLES physical fitness test consists of four separate events: vertical jump, sit-ups, push-ups, and a half mile shuttle run. By signing below, the parent or guardian affirms the participant is capable of performing one or more of these tasks and has obtained a clear physical within the last 6 months.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Youth Police Academy

ATTACHMENT C

REGIONAL YOUTH ACADEMY RELEASE AND INDEMNIFICATION AGREEMENT

Ride-Along Program / Youth Academy

That, _____ (hereinafter “Releasor”), for and in consideration of the permission granted to Releasor by the City of Auburn Hills, City of Birmingham, Township of Bloomfield and City of Rochester, Michigan, Michigan municipal corporations participating in the Regional Youth Academy (hereinafter “Releasee”), to accompany an officer or officers of represented in the Regional Youth Academy on patrol in a police vehicle, (hereinafter “Ride-Along Program”), and / or to participate in the Youth Police Academy (hereinafter “Regional Youth Academy”) does hereby remise, release and forever discharge the Releasee, its agents, officers, representatives, servants or employees, of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, cause of action, trespasses, variances, judgment, extents, torts, executions, damages, liabilities, property damages, bodily injuries, including death, claims, or demands, in law or in equity, the Releasor ever had, now has or hereafter shall, or may have against Releasee, its agents, officers, representatives, servants or employees, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Releasor’s participation in the Ride-Along Program and / or Regional Youth Academy.

More particularly, and not by way of limitation of the foregoing, the Releasor hereby waives all claims for damages occasioned by injury or to loss of person or property, including death, which may be caused by any act or failure to act by the Releasee, its agents, officers, representatives, servants or employees, whether negligent or otherwise. The Releasor hereby assumes the risk of all dangerous conditions or occurrences which may be encountered during said Ride-Along Program and Regional Youth Academy and waives any and all specific notice of the existence of such conditions or occurrences. Specifically, and still not by way of limitation of the foregoing waiver, the Releasor acknowledges that it is the policy of the Regional Youth Academy to cause a rider in the Ride-Along Program to exit a patrol vehicle, if possible, in the event of a call involving extraordinary danger, but waives any claims for damages aforesaid in the event, or any reason, the Releasor continues to accompany an officer, notwithstanding such policy. It is further recognized that involvement in the Youth Academy may subject and expose Releasor to hazardous conditions and activities, including (but not limited to) use and observation of firearms, “simunition” programs, use and exposure of certain chemical agents, physical demonstrations of force, and various police demonstrations. That these programs are voluntary, and that Releasor has chosen to participate with full knowledge and acceptance of all known, unforeseen, and unforeseeable risks.

The Releasor agrees to indemnify and save the Releasee, its agents, officers, representatives, servants and employees, harmless from any demand, claim, liability or judgment, including attorney’s fees and costs, which may be occasioned by an act or omission on the part of the Releasor or Releasee or its agents, officers, representatives, servants or employees during the activity described herein.

The Releasor agrees the permission to participate in the Ride-Along Program and Regional Youth Academy is revocable at will by the Releasee.

The Releasor has read the above and agrees to same. The Releasor represents that he/she is over the age of 18 years, or is authorized to participate pursuant to the above waiver by a parent or legal guardian.

RELEASOR

ATTACHMENT D

REGIONAL YOUTH ACADEMY NON-DISCLOSURE, CONFIDENTIALITY AGREEMENT

Youth Academy Participants

During the course of visitation/ride-along with the Regional Youth Academy you may be exposed to confidential criminal records and/or Michigan Secretary of State Records information. The confidentiality of this information is controlled by statute. The misuse of such information may adversely affect an individual's civil rights and violates the law.

Misuse of the Michigan State Police Law Enforcement Information Network (LEIN) and its interfaced systems violates Michigan Compiled Law 28.214, Section 4 of the C.J.I.S. Policy Council Act. Misuse of the FBI National Crime Information Center (NCIC) is subject to additional federal criminal and/or civil penalties. Misuse of the criminal history record information obtained through NCIC violates the Code of Federal Regulation, Title 28, Section 20.25. Misuse of Secretary of State (SOS) records violates State of Michigan driver and vehicle privacy protections laws [MCL 28.295a, 257.902, 257.903, 324.80130d, 324.80319a, 324.81120, 324.82160, and other provisions of law]. Misuse of motor vehicle records is subject to additional federal criminal and/or civil penalties.

Violation of this law, by you, as an observer of the procedures of the Regional Youth Academy participating agencies, may result in your being prosecuted in a criminal and/or civil action.

Participants may be exposed to privileged and confidential information and must agree not to discuss such information with anyone.

Participants shall respect and preserve the confidentiality of all names of persons and information learned through the visit/ride-along, unless otherwise authorized.

Participants shall not use department equipment, including computers, cameras, and recording equipment except when directly authorized by department staff or in extreme emergencies.

Under the requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), visitors/ride-along participants who may come into contact with private health related information will agree in writing, to keep all confidential information learned during their visit/ride-along participation confidential.

Whereas in connection with the undersigned's participation in the Regional Youth Academy Visitation/Ride-Along Program, the undersigned may become privy to certain information that should not be disclosed to other individuals and which may include data which is classified as private, confidential or non-public under State and Federal law;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned does hereby:

Agree to refrain from disclosing to a spouse, parent, child, friend or any other individual information of any nature that the undersigned may obtain through his/her participation in the Regional Youth Academy Visitation/Ride-Along Program.

Signature

Date

Witness

Date

**Provide with copy of Notification of Criminal Penalties and Civil Action for the Misuse of LEIN*

Youth Police Academy

ATTACHMENT E

REGIONAL YOUTH ACADEMY MISUSE OF LEIN NOTIFICATION

Youth Academy Participants

Misuse of the Michigan State Police Law Enforcement Information Network (LEIN) and its interfaced systems violates Michigan Compiled Law 28.214, Section 4 of the C.J.I.S. Policy Council Act:

- (3) A person shall not access, use, or disclose nonpublic information governed under this act for personal use or gain.
- (5) A person shall not disclose information governed under this act in a manner that is not authorized by law or rule.
- (6) A person who intentionally violates subsection (3) or (5) is guilty of a crime as follows:
 - (a) For a first offense, the person is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.
 - (b) For a second or subsequent offense, the person is guilty of a felony punishable by imprisonment for not more than 4 years or a fine of not more than \$2,000.00, or both.

Misuse of the FBI National Crime Information Center (NCIC) is subject to additional federal criminal and/or civil penalties. The federal Privacy Act of 1974 states:

- (3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. [5 USC Sec.552a(i)]

Misuse of criminal history record information obtained through NCIC violates the Code of Federal Regulation, Title 28, Section 20.25:

Any agency or individual violating subpart B [State and Local Criminal History Record Information] of these regulations shall be subject to a civil penalty not to exceed \$11,000 for a violation occurring on after September 29, 1999.

Misuse of Secretary of State (SOS) records violates State of Michigan driver and vehicle privacy protections laws. [MCL 28.295a, 257.902, 257.903, 324.80130d, 324.80319a, 324.81120, 324.82160, and other provisions of law.]

Under Michigan law, a person who makes a false representation or a false certification to obtain personal information or who uses personal information for a purpose other than a permissible purpose identified in the law is guilty of a felony, which may be punishable by imprisonment for up to 5 years and/or a fine of up to \$5,000. Subsequent convictions may result in imprisonment for up to 15 years and/or a fine of up to \$15,000.

Misuse of motor vehicle records is subject to additional federal criminal and/or civil penalties. The federal Driver's Privacy and Protection Act of 1994 states:

18 USC Sec. 2723:

- (a) Criminal Fine. – A person who knowingly violates this chapter shall be fined under this title.

18 USC Sec. 2724:

- (a) Cause of Action. – A person who knowingly obtains, discloses or uses personal information, from a motor vehicle record, for a purpose not permitted under this chapter shall be liable to the individual to whom the information pertains, who may bring a civil action in a United States district court.
- (b) Remedies. – The court may award –
 - (1) actual damages, but not less than liquidated damages in the amount of \$2,500;
 - (2) punitive damages upon proof of willful or reckless disregard of the law;

I have read and understand the above Notice of Criminal Penalties and Civil Action and I agree to comply with its contents. Further, I understand that any violation of its contents may result in disciplinary action and/or referral for prosecution.

Signature

Date

Printed Name



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7F

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Adam Massingill, Fire Chief
Submitted: April 24, 2023
Subject: Motion – Stryker ProCare Service Contract

INTRODUCTION AND HISTORY

The City of Auburn Hills is committed to providing the highest level of medical care available to residents and visitors utilizing the best equipment possible. This equipment must function flawlessly to provide for the health, safety, and welfare of our community. Routine service, repairs, and software upgrades are a key component to maintaining the equipment and ensuring it will perform reliably more than three thousand times each year when we are providing emergency medical services.

The Fire Department has previously purchased emergency medical equipment from Stryker Corporation of Portage, Michigan. This equipment inventory consists of four (4) Lifepak15 Cardiac Monitors, (4) Power-Load Stretcher Systems, (4) Power Cots, and (4) LUCAS Cardiopulmonary Resuscitation Devices collectively valued at over \$530,000. Just as the City protects the investment for its vehicle fleet through routine maintenance and servicing, it is important to maintain highly technical life-saving equipment as well. A failure of equipment could pose an unacceptable risk to residents exposing the City to liability due to failure because of improper maintenance.

Preventative maintenance for our Stryker products totals more than \$14,000 each year which does not include repair costs associated with parts and labor, nor does it include loaner equipment to maintain service delivery when equipment is out of service. There is also added value in the battery replacement program included in the ProCare Contract as a single battery for the Lifepak15, Power Cot, or LUCAS device are over \$400 each. We currently utilize thirty-two batteries to sustain our advanced life support service and the batteries are aging and need replacement with increased frequency.

The ProCare Service contract amount of \$18,967.07 would be offset by the \$14,000 in preventative maintenance expenses the department incurs each year, resulting in an increase of less than \$5,000 annually. Anticipated repair costs including parts and labor will further add value to this agreement more than the annual investment.

Stryker has provided pricing for a three-year ProCare Service Contract which includes onsite preventative maintenance and inspection, software upgrades, unlimited repair service, parts, labor, travel, and battery replacement through 2025. This agreement encompasses all but the two cardiac monitors which will remain under warranty for the duration of the contract.

The ProCare Service Contract has been budgeted as an annual investment from equipment maintenance line Item 101.339.933.000 and will be included in successive budgets for the duration of the agreement.

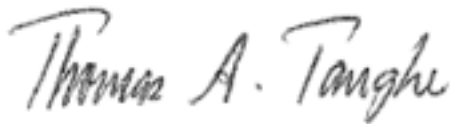
STAFF RECOMMENDATION

Based on the age of our current Stryker equipment, need to maintain and certify the equipment, and continued need to replace batteries, staff recommends approval of the ProCare Services EMS Preventative Maintenance agreement for a total contracted amount of \$56,901.20 to be paid in three annual installments of \$18,967.07.

MOTION

Move to approve the ProCare Services EMS Preventative Maintenance agreement with Stryker Corporation for a total contracted amount of \$56,901.20 to be paid in three annual installments of \$18,967.07 from line item 101.339.933.000.

I CONCUR:

A handwritten signature in black ink that reads "Thomas A. Tanghe". The signature is written in a cursive, flowing style.

THOMAS A. TANGHE, CITY MANAGER

Sales Rep Name: Tim Hornak
ProCare Service Rep: Jeff Drew and Jeff Zahniser

3800 E. Centre Ave
Portage, MI 49009

Date: 7/14/2022
ID #: 220714104531

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1265965
Shipping Acct Num: 1195357
Account Name: Auburn Hills Fire Dept
Account Address: 1899 N Squirrel Rd
City, State Zip: Auburn Hills, MI 48326

Name: Trevin Robinson
Title: Assistant Fire Chief
Phone: (248) 420-9091
Email: trobinson@auburnhills.org

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	LP15	LifePak 15	46320252	LP15 Prevent Onsite	1	3				\$5,778.00
2	LP15	LifePak 15	46335969	LP15 Prevent Onsite	1	3				\$5,778.00
3	6390	Power-LOAD	2008012400078	EMS Prevent	1	3				\$5,556.00
4	6390	Power-LOAD	2010012400012	EMS Prevent	1	3				\$5,556.00
5	6390	Power-LOAD	2102012400192	EMS Prevent	1	3				\$5,556.00
6	6390	Power-LOAD	2106012400129	EMS Prevent	1	3				\$5,556.00
7	6506	Power Cots	2005003500540	EMS Prevent	1	3				\$4,230.00
8	6506	Power Cots	2005003500546	EMS Prevent	1	3				\$4,230.00
9	6506	Power Cots	2103003500501	EMS Prevent	1	2	1/1/24-12/31/25			\$2,820.00
10	6506	Power Cots	2106003502139	EMS Prevent	1	2	1/1/24-12/31/25			\$2,820.00
11	LUCAS	LUCAS	3518C016	LUCAS Prevent Onsite	1	2	1/1/24-12/31/25			\$3,004.00
12	LUCAS	LUCAS	3518C045	LUCAS Prevent Onsite	1	2	1/1/24-12/31/25			\$3,004.00
13	LUCAS	LUCAS	3518C048	LUCAS Prevent Onsite	1	2	1/1/24-12/31/25			\$3,004.00
14	LUCAS	LUCAS	3518C067	LUCAS Prevent Onsite	1	2	1/1/24-12/31/25			\$3,004.00

PROGRAM INCLUDES:**EMS Prevent:**

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$18,967.07

ProCare Total

\$59,896.00

Discount

5%

See below for complete payment schedule

FINAL TOTAL

\$56,901.20

Start Date: 1/1/2023
End Date: 12/31/2025

Stryker Signature

Date

Customer Signature

Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

Date	Payment	Int Paid	Prin. Remaining	Balance
Starting Balance				\$ 56,901.20
1/1/2023	\$ 18,967.07	\$ -	37,934.13	\$ 37,934.13
1/1/2024	\$ 18,967.07	\$ -	18,967.07	\$ 18,967.07
1/1/2025	\$ 18,967.07	\$ -	-	\$ -

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP15	46320252	LP15 Prevent Onsite
2	LP15	46335969	LP15 Prevent Onsite
3	6390	2008012400078	EMS Prevent
4	6390	2010012400012	EMS Prevent
5	6390	2102012400192	EMS Prevent
6	6390	2106012400129	EMS Prevent
7	6506	2005003500540	EMS Prevent
8	6506	2005003500546	EMS Prevent
9	6506	2103003500501	EMS Prevent
10	6506	2106003502139	EMS Prevent
11	LUCAS	3518C016	LUCAS Prevent Onsite
12	LUCAS	3518C045	LUCAS Prevent Onsite
13	LUCAS	3518C048	LUCAS Prevent Onsite
14	LUCAS	3518C067	LUCAS Prevent Onsite

Purchase Order Form

stryker[®]

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 220714104527

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	1265965
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1195357
Company Name	Auburn Hills Fire Dept
Contact or Department	Trevin Robinson
Street Address	1899 N Squirrel Rd
Add'l Address Line	
City, ST ZIP	Auburn Hills, MI 48326
Phone	(248) 420-9091

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 220714104527

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

stryker

ProCare[®] Services



Trusted. Reliable. Proactive.

We go beyond peak performance

Imagine having someone dedicated to managing your equipment, who truly understands the intricacies of EMS and can anticipate your needs before an issue even arises. We'll make sure your lifesaving and back-saving equipment is ready when you need it. With Stryker's ProCare Services, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters—saving lives.

"The service representative caught a problem we didn't know we had. He fixed it the same day, and we didn't have to take it out of service."

— ProCare customer in central Minnesota



Repairs by the numbers



Enhance equipment life

Of those surveyed, **85** percent of EMS customers reported the life of their equipment has been extended because of ProCare Services.^{1,2}



Equipment experts

ProCare technicians receive over **200** hours of equipment training, and have an average tenure of 12 years with Stryker.



Proactive approach

In 2019, ProCare Services did preventive maintenance inspections on over **83,450** pieces of EMS equipment.



Increased efficiency

86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services.¹



Our proactive approach

With ProCare Services, we offer you operational and financial peace of mind through two comprehensive service package offerings, ProCare Protect and ProCare Prevent. Choose the service package that best meets your needs.

OEM parts

Labor and travel expenses

Battery servicing and replacement*

Trained service specialists

2-hour call back time*

24-72 hour repair turnaround*.**

Loaner device during PM or repair*

Software updates*

Discounts on upgrades, accessories, disposables*

Documentation for governing bodies

Annual PM inspection service

Single-click service request through Smart Equipment Management™ (SEM™) dashboard***

Protect



Prevent



Don't see what you're looking for?

ProCare Services offers customizable packages to help fit your facility's needs. Some options include, but are not limited to:

- PM-only agreements
- Co-op plans
- Onsite services
- Labor and travel plans

With ProCare, you choose where your device is serviced. You can ship it to us, or we will come onsite to your facility.*

*Feature is available based on product specification and customization of package.

**Based on the provisions of the service agreement and the location of the product.

***Only available with the Power-PRO 2 connected ambulance cot.



Trusted partner

Our technicians have the proprietary knowledge, tools and components to care for your equipment and keep it performing – helping you achieve the full serviceable life of your equipment.



Reliable and responsive

ProCare's true value is in the time you'll save and hassles you can avoid when an issue arises. We're there for you every step of the way. From diagnosing a problem and ordering parts to making and documenting repairs, we'll get your equipment up and running as quickly as possible.



Results that matter

Our goal is to ensure your equipment performs when you need it most. Annual preventive maintenance and priority repairs reduce equipment downtime, helping make budget management more predictable.



We're right here
right when you need us

Contact us

for all your ProCare Service needs, including:

- Dispatch your local service technician
- Order OEM parts
- Technical support for your equipment
- Get access to equipment manuals

References

1. Gallup, Stryker ProCare Customer Engagement Study, 05/2014
2. Stryker verifies its equipment to the expected service life stated within the product's instructions for use.

Contact your local sales representative or visit stryker.com

Emergency Care

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Toll free 800 668 8323



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7G

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Adam Massingill, Fire Chief
Submitted: April 24, 2023
Subject: Motion – Mobile Health Resources (MHR) Contract Extension

INTRODUCTION AND HISTORY

In February 2014 the City of Auburn Hills entered into an agreement with Mobile Health Resources (MHR) to provide ambulance bill processing services. The initial agreement was for three years with MHR's fee for services set at 5.5% of collected revenue. The approval was based on a request for proposal through the Michigan Intergovernmental Trade Network (MITN) for which MHR was the lowest bidder.

In 2017 and again in 2021 the City of Auburn Hills agreed to contract extensions with MHR and the rate was reduced from the 5.5% to a 5% fee for services in conjunction with contracting MHR for EMS Survey services. The City of Auburn Hills recently agreed to a contract extension for EMS Survey services with MHR based on extending the agreed upon pricing from 2017.

MHR has offered to extend the Billing and Collection Services Agreement at the 2017 rate of 5% of the collected revenue for an additional two years with no changes to the contract terms.

STAFF RECOMMENDATION

Approve the contract extension for Mobile Health Resources (MHR) for the purpose of ambulance billing at the rate of 5.00% of collected revenue for an additional two years.

MOTION

Move to approve the contract extension for Mobile Health Resources (MHR) of Lansing, Michigan, for the purpose of ambulance billing at the rate of 5.00% of collected revenue for an additional two years.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



SPECIFIC SERVICES AND RATES ADDENDUM

FOR

BILLING AND COLLECTION SERVICES AGREEMENT EXTENSION

This Addendum pertains to the Billing and Collection Services Agreement between Customer and MHR Billing Services, LLC (the “**Agreement**”). Capitalized terms in this Addendum have the same meanings as in the Agreement unless otherwise stated herein. This Addendum states all services to be provided by Company. In all cases where there is a conflict between the Agreement and the specific terms stated in this Addendum, this Addendum shall control.

A. CUSTOMER INFORMATION:

1. Customer Name: AUBURN HILLS FIRE DEPARTMENT
Customer Contact: TREVIN ROBINSON
Telephone: 248-364-6752
2. Mailing and office address of customer for purposes of deliveries, notices and other communications:
1827 SQUIRREL RD., AUBURN HILLS, MI 48326
3. Effective Date for commencement of billing and collection services (aka revenue optimization services) under the Agreement: 02-11-2023
4. The term of the contract will be for a period of 2 year(s).

Option to renew for one additional year as a bundled package with Patient Experience Surveys with the possibility of price negotiation.

B. SERVICES

1. The following services are to be performed by the Company:
 - (a) Process Customer's Billing Information and bill all Payers for which Customer has provided the necessary indication of coverage, eligibility and, if applicable prior authorization.
 - (b) Provide coding services, using Billing Information and any other documentation requested by the Company, in accordance with Company's policies and procedures.
 - (c) For amounts due from patients or their responsible parties, prepare and send the,

Bills to such persons and terminate notices to patients after 120 days if there is no response, subject to submission of the bill to a collection agency if provided for herein.

- (d) Bill insurance companies and other entities and persons that are responsible for payment under applicable coordination of benefits and subrogation rules.
 - (e) Handle appeals of full or partial denials of payment (short of hearing or suit), and re-submit pending bills one time, subject to and with Customer's full cooperation.
 - (f) When Company has general billing responsibility hereunder, send bills to Payers electronically in all cases where Company has electronic bill submission capability, the Payer will accept such submission and both the Payer and Company have compatible computer facilities, otherwise manually.
 - (g) Bill according to the following cycle (subject to all necessary information being received from the Customer): weekly, with initial bill sent within 72 hours of charge entry into system.
 - (h) Follow designated billing cycle of initial, second billing at 30 days and final bill at 60 days.
 - (i) Remit collections to Customer at Customer's address or lock box.
 - (j) Prepare and deliver to Customer the following reports: Charge Detail Report, Credit Type Summary Report, Credit Summary Report, Charge Type Report, Credit Type Report and Charge Type Summary Report.
2. Customer shall keep Company promptly updated as to the list of Payers as to which Customer does not accept assignment.
3. Company has developed or will develop policies and procedures that will apply to some or all of the foregoing and other aspects of its operations. The terms of this Addendum will control in the event of any conflict with such policies and procedures.

C. RATES

The rates for Company's services are 5 % of amounts collected.

Customer and Company accepts all of the forgoing as a part of the Agreement, and acknowledges receipt of a fully completed and signed copy, of this Addendum.

COMPANY:
MHR BILLING SERVICES, LLC

By: 

Its: President & CEO

CUSTOMER:

By _____

Its: _____

Date: _____



BILLING SERVICES

SPECIFIC SERVICES AND RATES ADDENDUM

FOR

BILLING AND COLLECTION SERVICES AGREEMENT

This Addendum pertains to the Billing and Collection Services Agreement between Customer and MHR Billing Services, LLC (the "Agreement"). Capitalized terms in this Addendum have the same meanings as in the Agreement unless otherwise stated herein. This Addendum states all services to be provided by Company. In all cases where there is a conflict between the Agreement and the specific terms stated in this Addendum, this Addendum shall control.

A. CUSTOMER INFORMATION:

1. Customer Name: Auburn Hills Fire Department
Customer Contact: Trevin Robinson
Telephone: 248-364-6752
2. Mailing and office address of customer for purposes of deliveries, notices and other communications:
1827 Squirrel Rd., Auburn Hills, MI 48326
3. Effective Date for commencement of billing and collection services (aka revenue optimization services) under the Agreement: February 11, 2021
4. The term of the contract will be for a period of two (2) year(s).

B. SERVICES

1. The following services are to be performed by the Company:
 - (a) Process Customer's Billing Information and bill all Payers for which Customer has provided the necessary indication of coverage, eligibility and, if applicable prior authorization.
 - (b) Provide coding services, using Billing Information and any other documentation requested by the Company, in accordance with Company's policies and procedures.
 - (c) For amounts due from patients or their responsible parties, prepare and send the, Bills to such persons and terminate notices to patients after 120 days if there is no response, subject to submission of the bill to a collection agency if provided for herein.

- (d) Bill insurance companies and other entities and persons that are responsible for payment under applicable coordination of benefits and subrogation rules.
 - (e) Handle appeals of full or partial denials of payment (short of hearing or suit), and re-submit pending bills one time, subject to and with Customer's full cooperation.
 - (f) When Company has general billing responsibility hereunder, send bills to Payers electronically in all cases where Company has electronic bill submission capability, the Payer will accept such submission and both the Payer and Company have compatible computer facilities, otherwise manually.
 - (g) Bill according to the following cycle (subject to all necessary information being received from the Customer): weekly, with initial bill sent within 72 hours of charge entry into system.
 - (h) Follow designated billing cycle of initial, second billing at 30 days and final bill at 60 days.
 - (i) Remit collections to Customer at Customer's address or lock box.
 - (j) Prepare and deliver to Customer the following reports: Charge Detail Report, Credit Type Summary Report, Credit Summary Report, Charge Type Report, Credit Type Report and Charge Type Summary Report.
2. Customer shall keep Company promptly updated as to the list of Payers as to which Customer does not accept assignment.
3. Company has developed or will develop policies and procedures that will apply to some or all of the foregoing and other aspects of its operations. The terms of this Addendum will control in the event of any conflict with such policies and procedures.

C. RATES

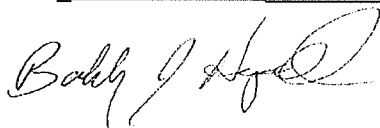
The rates for Company's services are 5 % of amounts collected.

Customer and Company accepts all of the forgoing as a part of the Agreement, and acknowledges receipt of a fully completed and signed copy, of this Addendum.

COMPANY:
MHR BILLING SERVICES, LLC

By: Bobby J. Hopewell

Its: President & CEO



Signature:

Date: 12-15-2020

City of Auburn Hills

By: THOMAS A. TANGHE

Its: City Manager

Signature: Thomas A. Tanghe

Date: 12/23/20



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7H

FINANCE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Salvatore Vittone, Deputy Treasurer
Submitted: April 25, 2023
Subject: Motion – To receive and file the AndCo Consulting 1st quarter Cash Management Investment Performance Review

INTRODUCTION AND HISTORY

Public Act 213 of 2007 requires local governments to prepare periodic investment reports for presentation to the governing body. The investment of the City's working capital or surplus monies is governed by the City's Investment Policy document which incorporates both state (Public Act 20 of 1943 as amended) and local statutes.

In January of 2011, the City engaged the services of a third-party consultant to provide a level of due diligence beyond internal staff review, perform quarterly reviews of the performance of the City's investment portfolio, and to ensure the City's investment portfolio remains in compliance with Public Act 20. Currently, the City's investment consultant is Brian Green of AndCo Consulting, and Mary Donovan of Insight Investment serves as the City's investment manager.

Beginning in 2015, cash and investment reporting was provided quarterly in a summarized format, to be included on the consent agenda. The City's investment consultant began addressing City Council a minimum of two times during the year, regarding the City's managed cash and investments.

Attached is the 1st quarter 2023 investment performance review condensed report prepared by AndCo Consulting. The select pages include both a Summary and Executive report. These pages provide a summary of the City's asset allocation of investments, past and current performance, market values, and an evaluation. The complete 17-page quarterly report is filed with the City Clerk and available for review at any time.

As has been the practice, AndCo Consulting's report includes only managed cash invested through Insight Investment, the Local Government Investment Pool, Michigan CLASS, and Certificate of Deposits. Cash held by the city for operational needs, in a non-interest-bearing checking account, is not reported. As of March 31, 2023 (unaudited), there was approximately \$45.4 M available for City operations in the City's operational checking account and allocated as follows:

- \$26.2 M Governmental Funds
- \$8.5 M Enterprise Funds
- \$2.8 M Internal Service Funds
- \$7.8 M Component Unit Funds

STAFF RECOMMENDATION

Staff recommends the acceptance of the 2023 1st quarter ending March 31, 2023 Cash Management Investment Performance review as attached and submitted by AndCo Consulting.

MOTION

Move to receive and file the AndCo Consulting 1st quarter Cash Management Investment Performance Review.

I CONCUR:

A handwritten signature in dark ink, reading "Thomas A. Tanghe". The signature is written in a cursive, flowing style. The first name "Thomas" is written with a large, sweeping capital 'T'. The middle initial "A." is written in a smaller, simpler font. The last name "Tanghe" is written with a capital 'T' and a trailing flourish.

THOMAS A. TANGHE, CITY MANAGER

Investment Performance Review
Period Ending March 31, 2023

City of Auburn Hills - Cash Management



CONCLUSIONS

1. Investment Results for the \$93.3 million portfolio managed by Insight Investment and the Finance Director/Treasurer exceeded expectations for the quarter and fell behind expectations for the trailing year. The investment rate of return was +1.34% for the quarter and +1.47% for the past 12 months. These results compare to +1.07% return for T-Bills this quarter, and +2.50% for the past 12 months. While the portfolio has lagged the benchmark for the year, it has significantly outperformed peers over that same time period. Longer term results (trailing 3 year and 5 year) are well ahead of peers.

2. Investment Activity for the quarter:

<u>Manager</u>	<u>Interest</u>	<u>\$ FMV Adjustment</u>	<u>Total</u>
1) Insight Investment	\$287,810	\$628,895	\$916,705
2) Oakland County Invest Pool	\$21,148	(\$3,737)	\$17,411
3) CDs plus J Fund	\$1,614	N/A	\$1,614
4) Michigan CLASS	\$52,981	N/A	\$52,981
5) Michigan CLASS EDGE	\$271,297	\$0	\$271,297
TOTAL	\$634,850	\$625,158	\$1,260,008

3. Investment Activity for the trailing 12 months:

<u>Manager</u>	<u>Interest</u>	<u>\$ FMV Adjustment</u>	<u>Total</u>
1) Insight Investment	\$905,913	(\$344,636)	\$561,277
2) Oakland County Invest Pool	\$58,932	(\$3,855)	\$55,077
3) CDs plus J Fund	\$8,010	N/A	\$8,010
4) Michigan CLASS	\$130,535	N/A	\$130,535
5) Michigan CLASS EDGE	\$673,788	\$285	\$674,073
TOTAL	\$1,777,178	(\$348,206)	\$1,428,972

4. The Average Credit Quality on the portfolio is AAA.

5. General investment guidelines and policies, as well as specific guidelines on safety and liquidity, are being followed.

6. Insight Investment and the Finance Director/Treasurer are earning competitive returns, net-of-fees. The active cash management program is both paying for itself and providing a significantly greater return on investment for the city after more than 10 years. Of note, the professional management of the Cash pools has added \$2,014,014 in additional return since January 2010.

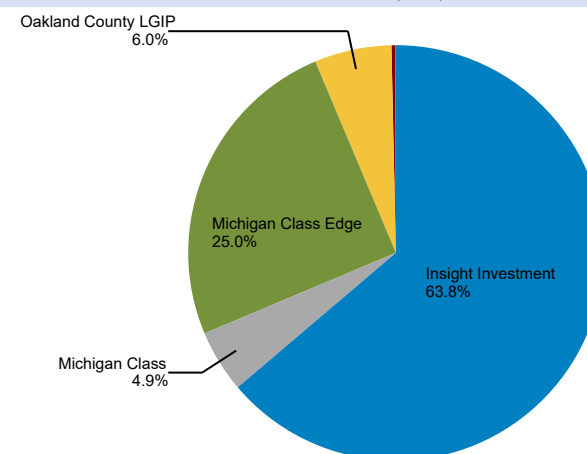
Asset Allocation & Performance

	Allocation		Performance(%)									
	Market Value \$	%	QTR Ending Jun-2022	QTR Ending Sep-2022	QTR Ending Dec-2022	QTR Ending Mar-2023	1 YR	2 YR	3 YR	5 YR	Inception	Inception Date
Aggregate Cash Management	93,300,578	100.0	-0.19	-0.55	0.87	1.34	1.47	0.12	0.28	1.47	1.02	01/01/2010
90 Day U.S. Treasury Bill			0.11	0.46	0.84	1.07	2.50	1.28	0.89	1.41	0.67	
Insight Investment	59,514,113	63.8	-0.41	-1.28	0.88	1.56	0.72	-0.79	-0.32	1.26	1.00	01/01/2010
90 Day U.S. Treasury Bill			0.11	0.46	0.84	1.07	2.50	1.28	0.89	1.41	0.67	
IM U.S. Cash Fixed Income (SA+CF) Median			-0.20	0.35	0.95							
Michigan Class	4,549,015	4.9	0.17	0.60	0.94	1.18	2.93	1.48	1.08	1.52	1.48	05/01/2017
Michigan Class Edge	23,316,947	25.0		0.52	1.00	1.11					2.73	05/01/2022
Oakland County LGIP	5,597,504	6.0	0.12	0.30	0.26	0.31	0.99	0.75	0.92	1.41	1.27	05/01/2015
Certificates of Deposit	252,715	0.3	0.11	0.11	0.32	0.31	0.85	0.67	0.79	1.31	0.91	01/01/2010
Comerica Govt Cash	70,284	0.1	0.11	0.49	0.58	1.07	2.27	1.14	0.79	1.24	1.08	03/01/2016

Financial Reconciliation

	Market Value 01/01/2023	Income	Net Investment Gain/Loss	Net Cash Flow	Market Value 03/31/2023
Aggregate Cash Management	96,542,175	634,850	625,158	-4,501,605	93,300,578
Insight Investment	58,597,409	287,810	628,895	-	59,514,113
Michigan Class	4,496,034	52,981	-	-	4,549,015
Michigan Class Edge	27,545,650	271,297	-	-4,500,000	23,316,947
Oakland County LGIP	5,580,598	21,148	-3,737	-505	5,597,504
Certificates of Deposit	251,927	787	-	-	252,715
Comerica Govt Cash	70,557	827	-	-1,100	70,284

Mar-2023 : \$93,300,578



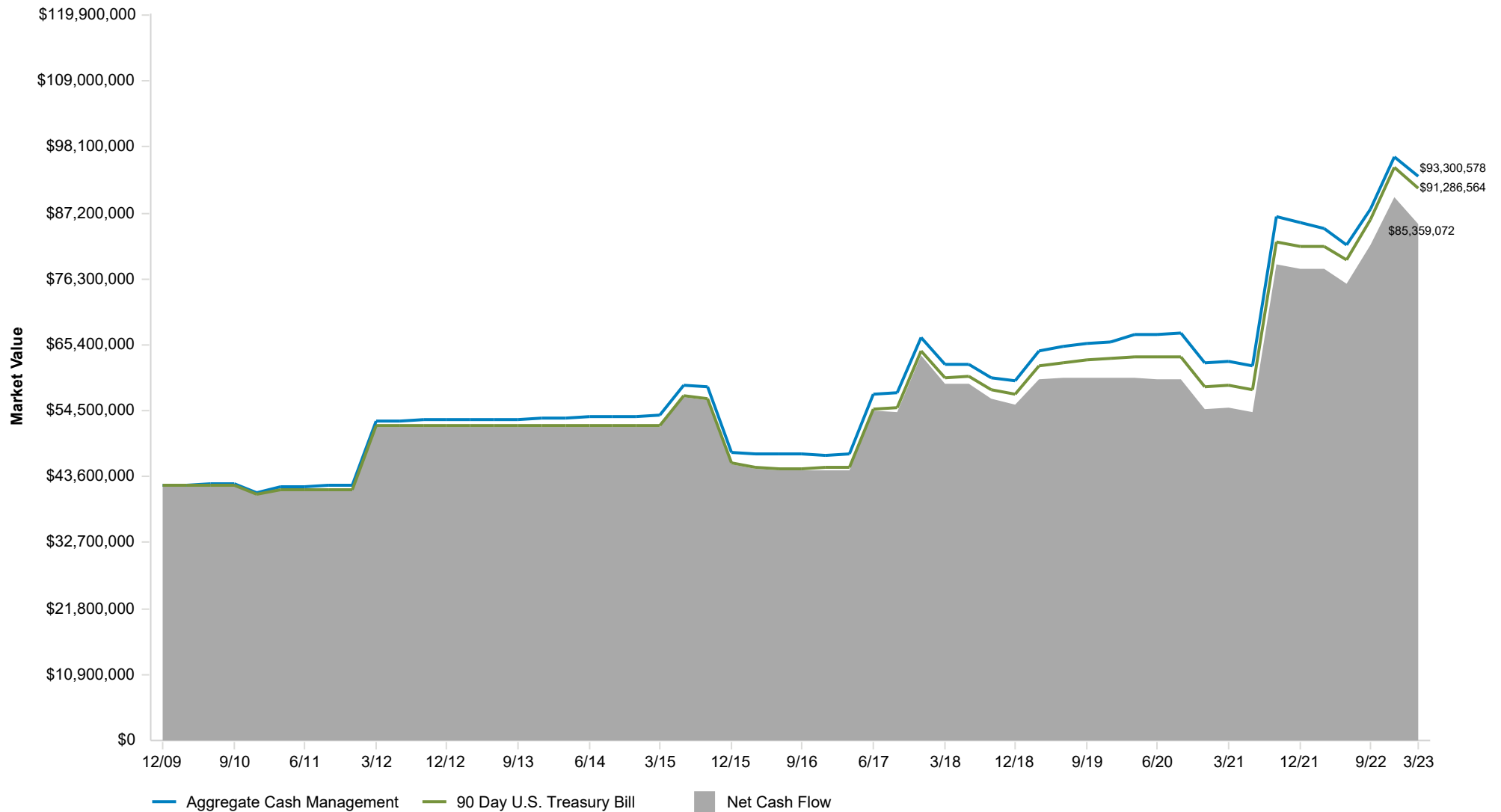
Comparative Performance Trailing Returns
City of Auburn Hills - Cash Management
As of March 31, 2023

Comparative Performance															
	MTH		QTR		YTD		1 YR		3 YR		5 YR		Inception		Inception Date
Aggregate Cash Management	1.09	(72)	1.34	(68)	1.34	(68)	1.47	(9)	0.28	(9)	1.47	(1)	1.02	(21)	01/01/2010
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	0.67	(59)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.75		
 Oakland County Investment Pool	0.26	(98)	0.31	(100)	0.31	(100)	0.99	(11)	0.92	(2)	1.41	(2)	1.27	(1)	05/01/2015
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	1.07	(5)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.43		
 Michigan Class	0.41	(94)	1.18	(89)	1.18	(89)	2.93	(1)	1.08	(1)	1.52	(1)	1.48	(1)	05/01/2017
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	1.36	(2)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.51		
 Michigan Class Edge	0.41	(94)	1.11	(95)	1.11	(95)	N/A		N/A		N/A		2.73	(1)	05/01/2022
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	2.49	(3)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.18		
 Certificates of Deposit	0.31	(98)	0.31	(100)	0.31	(100)	0.85	(11)	0.79	(3)	1.31	(6)	0.91	(33)	01/01/2010
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	0.67	(59)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.75		
 Comerica Govt Cash	0.37	(96)	1.07	(98)	1.07	(98)	2.27	(6)	0.79	(2)	1.24	(9)	1.08	(8)	03/01/2016
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	1.20	(5)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.46		
 Insight Investment	1.50	(47)	1.56	(39)	1.56	(39)	0.72	(11)	-0.32	(16)	1.26	(8)	1.00	(22)	01/01/2010
90 Day U.S. Treasury Bill	0.43	(93)	1.07	(98)	1.07	(98)	2.50	(3)	0.89	(2)	1.41	(2)	0.67	(59)	
IM U.S. Short Term Treasury/Govt Bonds (MF) Median	1.45		1.51		1.51		-0.58		-1.05		0.63		0.75		
<i>Insight Investment (Net of Fees)</i>	<i>1.50</i>	<i>(47)</i>	<i>1.56</i>	<i>(39)</i>	<i>1.56</i>	<i>(39)</i>	<i>0.59</i>	<i>(11)</i>	<i>-0.41</i>	<i>(20)</i>	<i>1.20</i>	<i>(12)</i>	<i>0.92</i>	<i>(30)</i>	

Returns for periods greater than one year are annualized.
Returns are expressed as percentages.

Schedule of Investable Assets
City of Auburn Hills - Cash Management
 January 1, 2010 To March 31, 2023

Schedule of Investable Assets



Schedule of Investable Assets					
Periods Ending	Beginning Market Value \$	Net Cash Flow \$	Gain/Loss \$	Ending Market Value \$	%Return
Jan-2010 To Mar-2023	42,139,379	43,219,692	7,941,506	93,300,578	1.02

AndCo compiled this report for the sole use of the client for which it was prepared. AndCo is responsible for evaluating the performance results of the Total Fund along with the investment advisors by comparing their performance with indices and other related peer universe data that is deemed appropriate. AndCo uses the results from this evaluation to make observations and recommendations to the client.

AndCo uses time-weighted calculations which are founded on standards recommended by the CFA Institute. The calculations and values shown are based on information that is received from custodians. AndCo analyzes transactions as indicated on the custodian statements and reviews the custodial market values of the portfolio. As a result, this provides AndCo with a reasonable basis that the investment information presented is free from material misstatement. This methodology of evaluating and measuring performance provides AndCo with a practical foundation for our observations and recommendations. Nothing came to our attention that would cause AndCo to believe that the information presented is significantly misstated.

This performance report is based on data obtained by the client's custodian(s), investment fund administrator, or other sources believed to be reliable. While these sources are believed to be reliable, the data providers are responsible for the accuracy and completeness of their statements. Clients are encouraged to compare the records of their custodian(s) to ensure this report fairly and accurately reflects their various asset positions.

The strategies listed may not be suitable for all investors. We believe the information provided here is reliable, but do not warrant its accuracy or completeness. Past performance is not an indication of future performance. Any information contained in this report is for informational purposes only and should not be construed to be an offer to buy or sell any securities, investment consulting, or investment management services.

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CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

**AGENDA ITEM NO 71
CITY MANAGER'S OFFICE**

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Andrew Hagge, Management Assistant; Laura Pierce, City Clerk
Submitted: April 26, 2023
Subject: Motion – To Approve the Resolution for Charitable Gaming License

INTRODUCTION AND HISTORY

Avondale Football Booster Club is requesting recognition by the City as a nonprofit organization operating in the community for the purpose of obtaining a Charitable License for future fundraising events. For the Avondale Football Boost Club to host fundraising events, the State of Michigan requires approval from the local governing body of the City where the organization's permanent address is registered, 2800 Waukegan Street, Auburn Hills, MI.

The Avondale Football Booster Club shall use all funds raised to support the below three purposes.

- The purpose of Avondale Football is to provide the support required for each athlete to have the opportunity to experience a quality athletic program. Thus, enabling participants to improve and develop capabilities of self and to encourage the advancement of sportsmanship, sense of fair play, moral standards, team camaraderie and positive self-esteem.
- To assist the coaching staff of Avondale Football in encouraging participation in athletics.
- To provide a means of coordinating the interests and involvement of citizens served by Avondale in development and promotion of student related athletic activities to ensure maximal spectator participation and associated financial assistance.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution recognizing Avondale Football Booster Club as a nonprofit organization for the purpose of obtaining a charitable gaming license.

MOTION

Move to approve the attached resolution recognizing the Avondale Football Booster Club as a nonprofit organization, operating in the community, for the purpose of obtaining a charitable gaming license.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



AVONDALE FOOTBALL BOOSTER CLUB

2800 Waukegan St, Auburn Hills, Mi 48326

EIN: 92-3008488

State ID: 803008528

April 19, 2023

To whom it may concern,

In accordance to Michigan's charitable gaming requirements, Avondale Football Booster Club is in search of recognition by the Auburn Hills City Council as a nonprofit organization operating in the community for the purpose of obtaining a Charitable Gaming Licenses license for future fundraising events.

The state has required that we receive approval from the local governing body of the city where our organization's permanent address is registered.

This organization is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986. To this end, the organization shall use all funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

- A. The purpose of Avondale Football is to provide the support required for each athlete to have the opportunity to experience a first quality athletic program. Thus enabling participants to improve and develop capabilities of self and to encourage the advancement of sportsmanship, sense of fair play, moral standards, team camaraderie and positive self-esteem.
- B. To assist the coaching staff of Avondale Football in encouraging participation in athletics.
- C. To provide a means of coordinating the interests and involvement of citizens served by Avondale in development and promotion of student related athletic activities to ensure maximal spectator participation and associated financial assistance.

The purpose of our Charitable Gaming License is to increase funding for our organization so that we can further our mission to provide financial assistance. Your support and recognition of our efforts would be greatly appreciated.

Thank you for your time and consideration.

Kind regards,

Robert Meyer

Robert Meyer

Avondale High School Head Football Coach



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(iii))

At a regular meeting of the City Council
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on May 1 2023
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Avondale Football Booster Club of Auburn Hills,
NAME OF ORGANIZATION CITY

county of Oakland, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the Auburn Hills City Council at a regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on May 1 2023
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R6/09)



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

AVONDALE FOOTBALL BOOSTER CLUB
2800 WAUKEGAN ST
AUBURN HILLS, MI 48326

Date:
03/27/2023
Employer ID number:
92-3008488
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
March 19, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053482001173

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 7J
CITY MANAGER'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Andrew Hagge, Management Assistant
Submitted: April 25, 2023
Subject: Motion – To amend the 2023 Human Resources budget to complete the Non-Union Compensation Study

INTRODUCTION AND HISTORY

At the April 3rd City Council Meeting, City Council voted to amend the FY2023 General Fund budget, increasing it by \$12,300 for completion of a comprehensive non-union compensation study.

This memo is before the City Council once again because the City Council cannot simply amend the General Fund budget broadly. Instead, the City Council must amend a specific department within the General Fund budget to be compliant. This was staff's error and the action being asked of you today corrects that error.

This memo contains the proper motion to amend the FY2023 General Fund Human Resources budget in the amount of \$12,300 to complete the comprehensive non-union compensation study.

STAFF RECOMMENDATION

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

MOTION

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

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MAY 1, 2023

AGENDA ITEM NO 9A

CITY CLERK'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk
Submitted: April 18, 2023
Subject: Motion – To approve the permanent change to the polling location for Precinct 3.

INTRODUCTION AND HISTORY

Precinct 3 is currently located in the bay at Fire Station #1, 3483 Auburn Rd. This location provides a small area for the precinct set up and has limited parking which is challenging for larger elections. In addition, with the precinct located in the bay, it is difficult to control the temperature.

Staff met with a representative from the Auburn Hills Presbyterian Church, 3456 Primary St, to discuss using their building as a polling location. The Presbyterian Church will allow for a larger space for the precinct set up and plenty of parking for the voters. In addition, it will allow for a more comfortable, temperature-controlled, work environment for the election inspectors and voters.

The City currently has agreements with two other churches for use of their buildings as polling locations. The City pays each church a \$200.00 usage fee per election. If approved, the City will enter into a similar agreement with the Auburn Hills Presbyterian Church. The agreement has been reviewed by the City Attorney.

The Election Commission met on April 13th and has recommended the polling location for Precinct 3 be moved to the Auburn Hills Presbyterian Church.

Per MCL 168.662(1) the City Council is responsible for designating the permanent polling locations. If the polling location change is approved by City Council, Voter ID Cards will be mailed to the affected voters to notify them of their new polling location. Signs will be posted at the Fire Station at each election through the end of 2024 directing voters to the new polling location as well.

Precinct	Proposed Polling Locations
1	Community Center, 3350 E. Seyburn Dr
2	Avondale High School, 2800 Waukegan
3	Auburn Hills Presbyterian Church, 3456 Primary St
4	Liberty General Baptist Church, 3545 Joslyn Rd
5	Avondale High School, 2800 Waukegan
6	Apostolic Church, 3655 N. Squirrel Rd
7	Grant Graham Elementary, 2450 Old Salem Rd
8	Apostolic Church, 3655 N. Squirrel Rd
9	Community Center, 3350 E. Seyburn Dr

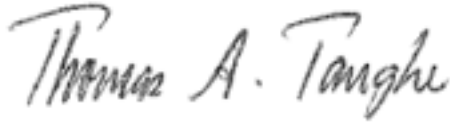
STAFF RECOMMENDATION

Staff recommends permanently changing the polling location for Precinct 3 from Fire Station #1 to the Auburn Hills Presbyterian Church.

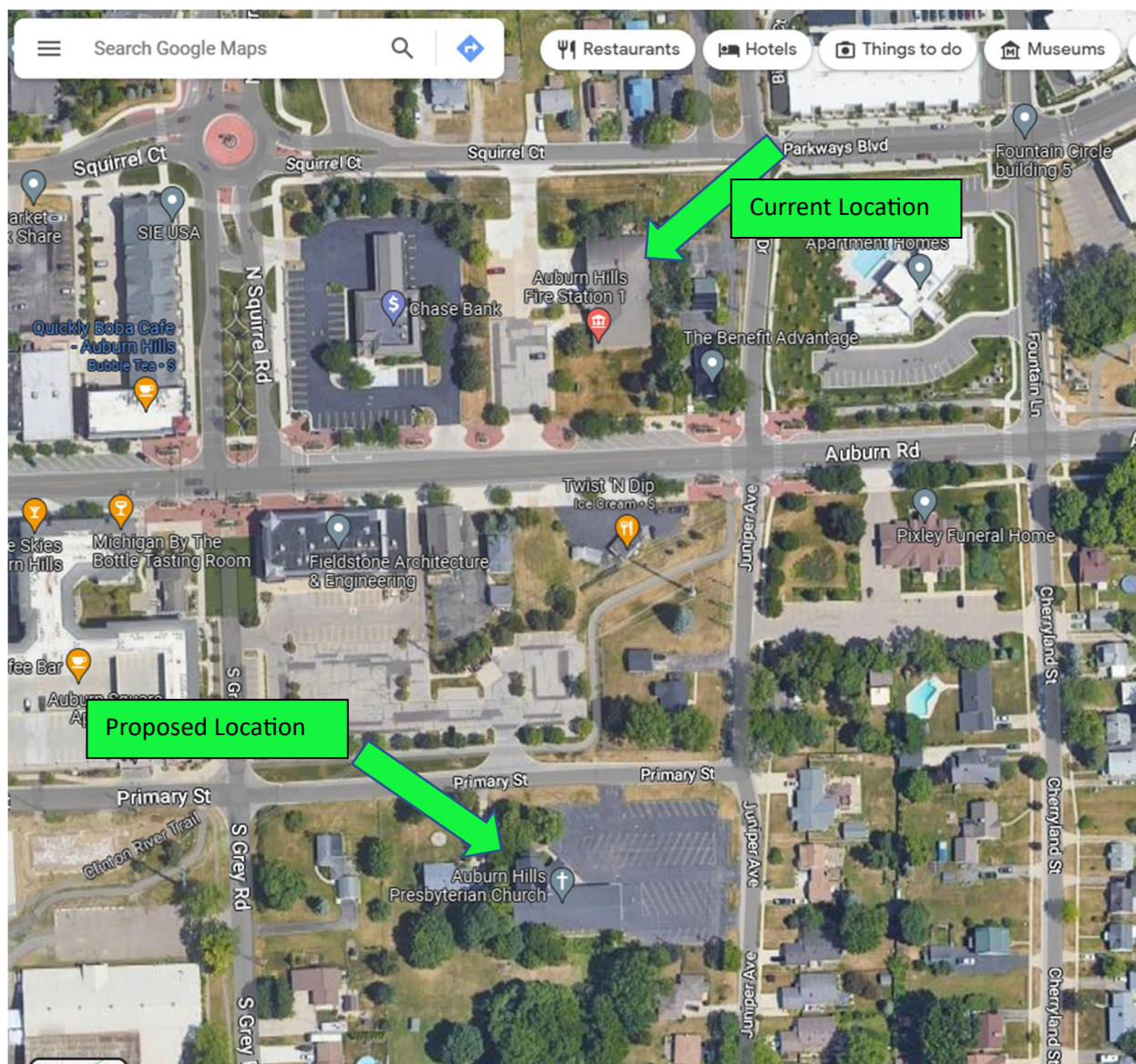
MOTION

Move to approve the permanent change to the polling location for Precinct 3 from Fire Station #1, 3483 Auburn Rd, to Auburn Hills Presbyterian Church, 3456 Primary Street.

I CONCUR:

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

THOMAS A. TANGHE, CITY MANAGER



Map from www.google.com/maps

Whitmer to speak at OU commencement

BY MATTHEW FAHR

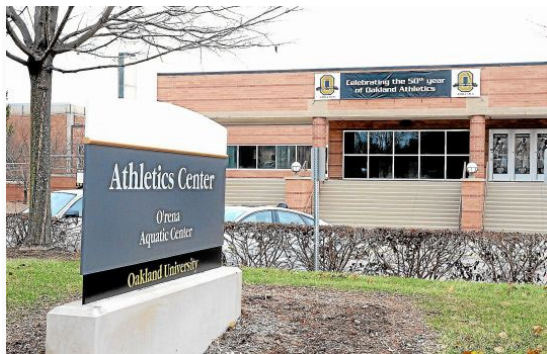
MFAHR@MEDIANEWSGROUP.COM

Gov. Gretchen Whitmer will give the keynote address at Oakland University's commencement ceremony 2 p.m. Friday, April 28, at O'Rena Athletic Center during undergraduate ceremonies for the College of Arts and Sciences.

The ceremony is for students receiving degrees in communications, journalism and public relations, biology, chemistry, environmental science, English, history, liberal studies, mathematics and statistics, physics and linguistics.

"It is a tremendous honor to host Governor Whitmer and to hear her share her thoughts with our graduating students at our spring commencement ceremonies," said Ora Hirsch Pescovitz, president of Oakland University. "The governor will be addressing our talented young men and women who will be entering the workforce of our state at a critical time for Michigan. With their gifts, talents, skills and competencies, we are confident that they will make an enormous impact on our state, regional and national economy."

OU athletics and Oakland University Credit Union agree to 10-year, \$5M naming rights partnership



The O'rena at Oakland University. Tuesday, November 26, 2013. Tim Thompson-The Oakland Press

By **MEDIANEWS GROUP** |

PUBLISHED: April 18, 2023 at 10:33 a.m. | UPDATED: April 18, 2023 at 10:35 a.m.

ROCHESTER – On Monday, Oakland University athletics and Oakland University Credit Union agreed to a 10-year, \$5 million naming rights partnership for the newly-dubbed OU Credit Union O'Rena, effective July 1.

"Thank you to the Oakland University Credit Union for this transformational naming rights partnership. OU Credit Union is a long-standing partner with Oakland University and the athletics department, and this significant O'Rena naming rights agreement elevates this partnership to another level, benefiting each of our sports programs and current and future Golden Grizzly student-athletes for years to come," said Oakland University Director of Athletics Steve Waterfield in a press release statement. "I look forward to the athletic department's expanded collaborations with OU Credit Union and the many positive outcomes these collaborations will create for OU Credit Union members, OU and the community."

The O'Rena opened in 1999 as the university transitioned to NCAA Division I, hosting Golden Grizzlies men's basketball, women's basketball and volleyball teams. Stakeholders have seen a slew of stout Summit League, Horizon League, and non-conference Power Five opponents hit "The Blacktop."

"As a long-time partner with Oakland University, OU Credit Union is pleased to expand our partnership with Oakland University athletics with the naming of the O'Rena. Through this sponsorship, we are looking forward to expanding our programming with OU athletics, engaging our members and the campus with events and community programs," said MSU Federal Credit Union President and CEO April Clobes in a press release.

"In a building where teamwork and working together for a common purpose are observed and celebrated, we are so proud that the 'Oakland University Credit Union O'Rena' will be center stage for a long and mutually beneficial sponsorship," OU President Ora Hirsch Pescovitz added in the same press release.

OUCU will also receive signage and graphic displays throughout the facility. The company already greets visitors to the Oakland University athletics website through various sponsorships in coverage of Golden Grizzly student-athletes. OUCU has been the official credit union of Oakland University since 2013.

Professor earns distinguished professor award



Anna Spagnuolo has taught at OU since 2000 and is currently a professor of mathematics. PHOTO COURTESY OF OAKLAND UNIVERSITY

BY MATTHEW FAHR

MFAHR@MEDIANEWSGROUP.COM

Oakland University professor Anna Spagnuolo has been recognized as one of the state's three recipients of the 2023 Michigan Distinguished Professor of the Year award.

The award recognizes outstanding contributions and dedication exhibited by the faculty from Michigan's 15 public universities to the education of undergraduate students.

Spagnuolo has taught at OU since 2000 and is currently a professor of mathematics and chair of the Department of Mathematics and Statistics. She teaches mathematics courses at all levels, from undergraduate courses in calculus to doctoral courses in continuous mathematics. She is an undergraduate mentor on research projects for OU students as well as students at the University of Michigan and across the country and serves as the executive director of the OU Math Corps Summer Program.

“She mentors and empowers not only her undergraduate students at OU but leads the way in developing math programs that support and inspire middle school students along their educational journey,” said Dr. Daniel J. Hurley, CEO of the Michigan Association of State Universities.

The awards are presented annually by the Michigan Association of State Universities.

Students want more safety measures on OU campus

Two students leading efforts for more security on campus



Olivia Happel and Chloe Lebow want all buildings on the Oakland University campus, like the Human Health building, to have ID swipe scanners to gain access. (photo / Oakland University)

By **MATTHEW FAHR** | mfahr@medianewsgroup.com | The Oakland Press
PUBLISHED: April 18, 2023 at 5:07 p.m. | UPDATED: April 18, 2023 at 5:11 p.m.

In the wake of the shooting on the Michigan State University campus in February, two Oakland University students are trying to make their campus safer for students and professors.

Olivia Happel, a junior studying English with secondary education, and Chloe Lebow, a junior transfer student majoring in English who came to Oakland in the winter of 2022, have been working to improve the security on campus.

Their first priority is to have the university install swipe-access locks on all of the buildings on campus to avoid random people gaining access to university buildings.

"It seems like everybody just wants to wait for something to happen and people to die to actually change things on campus and it is frustrating," said Happel.

"This is about wanting to ensure the safety of my peers and professors at Oakland University," said Lebow. "Taking extensive safety measures is a step in the right direction."

On Feb. 13 a gunman shot and killed three students and injured five others on the MSU campus before fatally shooting himself.

Anthony McRae was able to enter Berkey Hall at 8 p.m. and then walked to the nearby student union armed with two 9 mm handguns, eight loaded magazines and a pouch with 50 rounds of loose ammunition.

"This is only going to be brought up again if there is a shooting on our own campus," said Happel. "We don't want anyone to be able to just walk into a dorm or a building if they are not a student."

The pair have started a petition on Change.org asking "Oakland University to add student ID scanners to all buildings and halls on campus to ensure attendees' safety."

In just over a month, 618 people have signed the petition.

They are trying to schedule a meeting with President Ora Hirsch Pescovitz and Lebow has sent two opinion letters to The Oakland Post campus newspaper.

"We appreciate the administration saying that safety is a number one priority, but I feel like there is always more that can be done to ensure our safety," said Lebow. "And I feel like we have gotten an outpouring of support from our peers and professors."

Oakland University Police Chief Mark Gordon said in a statement that the university will continue to prioritize campus safety and security.

"As such, since the MSU shooting, we have evaluated our security systems and made the decision to invest in upgrades and expansion of specific security equipment. Part of the expansion includes adding access control equipment to several of our campus buildings," said Gordon. "More upgrades will be added in the future, and we will continue to review our policies and procedures to help ensure a safe environment for everyone on campus."

Gordon, also speaking on behalf of the administration, said the cost of installation of ID swipe equipment on all campus doors would "run into the millions of dollars".

"As a parent of a college student, it makes me very nervous for my daughter's safety that the buildings that hold her classes during the day and at night are unlocked and accessible to anyone," said Denise Happel, Olivia's mother. "I cannot believe that in this day (of) age having swipe access locks even needs to be fought so hard for. K-12 public schools have completely changed their access to getting into school, why is this any different?"

Benjamin Van Hove, an MSU mechanical engineering major, was on campus the night of the shooting and supports adding security measures on college campuses around the state.

"During the shooting, it was such a surreal feeling because you never expect it to happen at a school that you attend until the day that it does," said Van Hove. "As nice as it would be to keep the campus as publicly accessible as possible, it's sadly not the world that we live in today and these precautions need to be taken by all universities. This is exactly what Olivia and Chloe are pushing for at OU, and I couldn't be in more support of their efforts after everything that I experienced just two months ago."

Lebow and Happel are hoping their efforts will make a difference for all students in the future.

"If Oakland University installs swipe-access locks, we hope other schools and colleges will be inspired to do the same and aim to avoid the next school shooting," said Happel. "Help us make a change. Help us save the lives of the students that will be massacred at a school desk."