



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### JULY, 2023

DAY	TITLE	TIME	LOCATION
10	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
10	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
11	Tax Increment Finance Authority	4:00 PM	Council Conference Room 1827 N. Squirrel Road
<del>12</del>	<del>Planning Commission</del>	<del>7:00 PM</del>	<b>CANCELED</b>
<del>13</del>	<del>Zoning Board of Appeals</del>	<del>7:00 PM</del>	<b>CANCELED</b>
<del>17</del>	<del>Downtown Development Authority</del>	<del>5:30 PM</del>	<b>MOVED TO THE 31<sup>st</sup></b>
<del>18</del>	<del>Brownfield Redevelopment Authority</del>	<del>6:00 PM</del>	<b>CANCELED</b>
18	Board of Review	11:00 AM	Administrative Conference Room 1827 N. Squirrel Road
24	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
25	Tax Increment Finance Authority – <i>Special Meeting</i>	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
<del>31</del>	<del>Downtown Development Authority</del>	<del>5:30 PM</del>	<b>CANCELED</b>

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



## AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

### AUGUST, 2023

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



**CITY OF AUBURN HILLS**  
**MONDAY, JULY 24, 2023**  
**Regular City Council Meeting ♦ 7:00 PM**

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

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**1. MEETING CALLED TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL OF COUNCIL**

**4. APPROVAL OF MINUTES**

4a. City Council Regular Meeting Minutes, July 10, 2023.

**5. APPOINTMENTS AND PRESENTATIONS**

**6. PUBLIC COMMENT**

**7. CONSENT AGENDA**

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

7a. Motion - To proclaim September 11-17, 2023 as Patriot Week and September 11, 2023 as Patriot Day in the City of Auburn Hills.

7b. Motion – To accept an amendment to the Senior Center Grant Agreement for Local Fiscal Recovery Fund Distribution.

7c. Motion – To approve a five-year golf car lease at Fieldstone Golf Club.

**8. UNFINISHED BUSINESS**

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

**9. NEW BUSINESS**

9a. Motion – Accept the Introduction of the Resolution for the Proposed Street Name Change of Phillips Road to Bald Mountain Road, North of Walton Boulevard and Set the Public Hearing for Adoption at the Meeting of August 7, 2023.

**10. COMMENTS AND MOTIONS FROM COUNCIL**

**11. CITY ATTORNEY REPORT**

**12. CITY MANAGER REPORT**

**13. ADJOURNMENT**



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 4A

CITY COUNCIL



## CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING

**DRAFT**

JULY 10, 2023

**CALL TO ORDER:**

Mayor McDaniel at 7:00 PM.

**LOCATION:**

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

Present: Mayor Pro Tem Carrier, Council Members Cionka, Hawkins, Knight, Marzolf, and Verbeke. Mayor McDaniel arrived at 7:30 PM.

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, DPW Director Baldante, Management Assistant Hagge, Engineer Driesenga

4 Guests

**4. APPROVAL OF MINUTES**

4a. City Council Regular Meeting Minutes, June 19, 2023.

Moved by Knight, Seconded by Cionka.

**RESOLVED:** To approve the City Council Regular Meeting Minutes of June 19, 2023.

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

No: None

**Resolution No. 23.07.072**

**Motion Carried (6 - 0)**

**5. APPOINTMENTS AND PRESENTATIONS**

5a. Motion – To confirm the reappointment of Jeff Walker to the Local Officials Compensation Commission.

Moved by Hawkins, Seconded by Verbeke.

**RESOLVED:** To confirm the reappointment of Jeffrey Walker to the Local Official Compensation Commission for an additional five-year term ending on July 31, 2028.

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

No: None

**Resolution No. 23.07.073**

**Motion Carried (6 - 0)**



**6. PUBLIC COMMENT**

Representative Donni Steele provided a brief update on the funding to the road around the GM Plant.

**7. CONSENT AGENDA**

**7a. Motion – To Approve a Five-Year Service Agreement with Flock Safety**

**RESOLVED: To approve a five-year agreement with Flock Safety in an amount not to exceed \$55,000 annually and authorize the Chief of Police to sign the agreement on behalf of the City.**

**7b. Motion – To Approve the Purchase of a Replacement Tandem Axle Dump Truck**

**RESOLVED: To approve the purchase of a 2025 tandem axle cab and chassis from Wolverine Freightliner Eastside, Mt. Clemens, Michigan in the amount of \$123,799.00, and the truck build from Truck & Trailer Specialists, Howell, Michigan in the amount of \$182,606.00 for a total of \$306,405.00.**

**7c. Motion – To Approve the Purchase of Sixteen Replacement Vehicles**

**RESOLVED: To amend the 2023 fleet vehicle budget and approve the purchase of the sixteen vehicles listed above for \$786,863.00 from LaFontaine Chrysler Dodge Jeep Ram FIAT of Lansing, MI under the MiDEAL contract #071B7700183. (Attachment A)**

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

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

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

**No: None**

**Resolution No. 23.07.074**

**Motion Carried (6 - 0)**

**8. UNFINISHED BUSINESS**

**9. NEW BUSINESS**

**10. COMMENTS AND MOTIONS FROM COUNCIL**

Ms. Verbeke – She sought an update on the Phillips and Bald Mountain Road project. Mr. Baldante shared that the roundabout is open, and the lighting will be completed in August.

Mr. Marzolf – He encouraged people to utilize the facilities offered by the City.

Mr. Knight – He sought an update on the construction taking place downtown and shared his concern with the construction season coming to an end. Mr. Skopek commented that there will be site work for the Webster by the end of this month or August. He also shared that the Brunswick is working on the Certificate of Occupancy. Mr. Tanghe shared that there are challenges that dictate the timing of the project with an infill development.

**11. CITY ATTORNEY REPORT**

**12. CITY MANAGER REPORT**

**13. CLOSED SESSION**

**13a. Motion – To Enter Into Closed Session for the Discussion of Pending Litigation - FCA Auburn Hills Owner, LLC v. City of Auburn Hills, Michigan Tax Tribunal Docket No. 23-001782-TT.**

**Moved by Verbeke, Seconded by Knight.**

**RESOLVED: To meet in closed session to discuss Pending Litigation-FCA Auburn Hills Owner, LLC v. City of Auburn Hills, Michigan Tax Tribunal Docket No. 23-001782-TT, pursuant to MCL 15.268(1)(e) of the Open Meetings Act.**

**VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, Verbeke**  
**No: None**

**Resolution No. 23.07.075**

**Motion Carried (6 - 0)**

13b. Motion - To meet in closed session to discuss possible property acquisition, pursuant to MCL 15.268(1)(d) of the Open Meetings Act.

**Moved by Knight, Seconded by Hawkins.**

**RESOLVED: To meet in closed session to discuss possible property acquisition, pursuant to MCL 15.268(1)(d) of the Open Meetings Act.**

**VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, Verbeke**  
**No: None**

**Resolution No. 23.07.076**

**Motion Carried (6 - 0)**

The meeting recessed to Closed Session at 7:20 PM.

Mayor McDaniel arrived at 7:30 PM.

The meeting reconvened in Open Session at 8:18 PM.

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

**RESOLVED: To retain Hallahan & Associates for the services contained in the letter of engagement dated June 20, 2023, and to authorize the City Manager to execute the agreement on behalf of the City.**

**VOTE: Yes: Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke**  
**No: None**

**Resolution No. 23.07.077**

**Motion Carried (7 - 0)**

#### **14. ADJOURNMENT**

Hearing no objections, the Mayor adjourned the meeting at 8:20 PM.

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Kevin R. McDaniel, Mayor

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Laura M. Pierce, City Clerk

## ATTACHMENT A

Current Vehicle						New Vehicle				Budget Year	Price
Asset ID	Year	Make	Model	Mileage		Year	Make	Model			
D420	2012	RAM	2500	91,729		2024	RAM	3500 Chassis		2023	\$56,785
AP1517	2015	Jeep	Patriot	71,625		2024	Dodge	Durango		2023	\$40,693
										Total:	\$97,478

Current Vehicle						New Vehicle				Budget Year	Price
Asset ID	Year	Make	Model	Mileage		Year	Make	Model			
AP402	2014	RAM	1500	96,380		2024	RAM	1500		2024	\$46,105
AD1406	2014	RAM	1500	83,673		2024	RAM	1500		2024	\$45,860
AD1602	2016	Jeep	Cherokee	40,005		2024	RAM	1500		2024	\$45,860
D478	2014	RAM	2500	62,425		2024	RAM	2500		2024	\$50,162
D1510	2015	RAM	2500	90,412		2024	RAM	2500		2024	\$50,162
D1514	2014	RAM	5500 Crane	47,678		2024	RAM	5500 Chassis		2024	\$74,340
D1405	2015	RAM	2500	79,804		2024	RAM	5500 Chassis		2024	\$74,545
AP556	2019	Dodge	Charger	78,764		2024	Dodge	Durango		2024	\$44,193
AP557	2019	Dodge	Charger	88,357		2024	Dodge	Durango		2024	\$44,193
AP558	2019	Dodge	Charger	87,954		2024	Dodge	Durango		2024	\$44,193
AP559	2019	Dodge	Charger	74,759		2024	Dodge	Durango		2024	\$44,193
AP561	2019	Dodge	Charger	75,072		2024	Dodge	Durango		2024	\$44,193
AF1901	2019	Dodge	Durango	72,916		2024	Dodge	Durango		2024	\$40,693
AF215	2014	RAM	1500	57,897		2024	Dodge	Durango		2024	\$40,693
										Total:	\$689,385



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 7A

CITY CLERK'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk  
**Submitted:** July 19, 2023  
**Subject:** Motion – To proclaim September 11-17, 2023 as Patriot Week and September 11, 2023 as Patriot Day.

### INTRODUCTION AND HISTORY

The Patriot Week organization requested the City issue a proclamation declaring September 11-17, 2023 as Patriot Week and September 11, 2023 as Patriot Day in the City of Auburn Hills. The goal of the organization is to renew the spirit of America.

### STAFF RECOMMENDATION

To proclaim September 11-17, 2023 as Patriot Week and September 11, 2023 as Patriot Day in the City of Auburn Hills.

### MOTION

Move to proclaim September 11-17, 2023 as Patriot Week and September 11, 2023 as Patriot Day in the City of Auburn Hills.

I CONCUR:

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BRANDON SKOPEK, ASSISTANT CITY MANAGER



# PROCLAMATION

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## **PATRIOT WEEK SEPTEMBER 11 - 17, 2023**

**WHEREAS**, throughout our country's history, the people of our great state and nation have worked together to ensure the preservation of the American ideals of freedom and liberty we enjoy today; and

**WHEREAS**, American patriotism has endured through times of turmoil and times of peace, carrying our nation through the darkest days of history and strengthening our commitment to the ideals upon which our country was founded; and

**WHEREAS**, in great reverence to the victims of the attacks on September 11, 2001, and recognition of the signing of the Constitution on September 17, 1787, Patriot week is a time to celebrate the principles set forth by our Founding Fathers as well as the countless Patriots, vital documents, speeches, and flags that helped make America the great nation it is today.

**NOW, THEREFORE BE IT RESOLVED**, that I, Kevin McDaniel, Mayor of Auburn Hills, do hereby proclaim September 11 - 17, 2023 as PATRIOT WEEK and September 11, 2023, as PATRIOT DAY throughout the City and encourage all residents to renew their appreciation and understanding of America's spirit and reflect on the importance of patriotism to America's past, present, and future.

Hereby presented on this \_\_\_\_ day of July, 2023, on behalf of the Auburn Hills City Council.

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Kevin R. McDaniel, Mayor



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 7B

## RECREATION AND SENIOR SERVICES

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Karen S. Adcock, Director of Recreation and Senior Services  
**Submitted:** July 20, 2023  
**Subject:** Motion – Accept an Amendment to the Senior Center Grant Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and the City of Auburn Hills

### INTRODUCTION AND HISTORY

In January 2023 the City was awarded a \$125,000 matching grant from Oakland County for the addition and installation of commercial cooking equipment for the Community Center. The Tax Increment Finance Authority (TIFA) provided the \$125,000 in required matching funds. On February 20, 2023, the City Council approved the Senior Center Grant Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and the City of Auburn Hills. The signed agreement, along with the authorizing resolution, was submitted to Oakland County and the City has received the final signed agreement.

Since that time, Oakland County has presented an amendment to the agreement. This amendment allows for senior centers to now be considered County grantees rather than subrecipients of the federal dollars as originally proposed. Because of this change, the City will not have to adhere to federal prevailing wage or more stringent federal reporting requirements. The County will remain responsible for adhering to the requirements as set forth by the grant and will continue to have fiduciary responsibilities for the funds. The City will be required to provide financial and program information to the County and to ensure proper use of funds. The attached amendment has been reviewed and approved by City Attorney Beckerleg.

### STAFF RECOMMENDATION

Staff recommends City Council authorize acceptance of the amendment to the Senior Center Grant Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and the City of Auburn Hills and to authorize the Mayor to sign the agreement on behalf of the City of Auburn Hills. Once accepted and signed by the Mayor, City staff will submit the amendment and an invoice for the \$125,000 grant to Oakland County.

### MOTION

**Move to accept Amendment 1 to the Senior Center Grant Agreement for Local Fiscal Recovery Fund Distribution Between Oakland County and the City of Auburn Hills and authorize the Mayor to sign the amendment on behalf of the City.**

I CONCUR:

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BRANDON SKOPEK, ASSISTANT CITY MANAGER

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
CITY OF AUBURN HILLS  
Amendment 1**

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The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND City of Auburn Hills** ("Agreement") as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: "Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee."
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."
4. This Amendment will be effective on June 13, 2023.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

**FOR AND IN CONSIDERATION** of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

IN WITNESS WHEREOF, Kevin R. McDaniel hereby acknowledges that he/she has been authorized by a resolution of the City of Auburn Hills a certified copy of which is attached, to execute this Amendment on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Amendment.

EXECUTED: \_\_\_\_\_  
Kevin R McDaniel, Mayor, City of Auburn Hills

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_

DATE: \_\_\_\_\_

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: \_\_\_\_\_  
David Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: \_\_\_\_\_

WITNESSED: \_\_\_\_\_  
Oakland County Board of Commissioners, County of Oakland

DATE: \_\_\_\_\_

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN  
OAKLAND COUNTY AND  
THE CITY OF AUBURN HILLS**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Auburn Hills ("Public Body") 1827 North Squirrel, Auburn Hills, MI 48326. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

**PURPOSE OF AGREEMENT.** On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

The Oakland County Board of Commissioners approved amended Miscellaneous Resolution #22-280 and assigned \$5,000,000 in ARPA LFRF funds to support Oakland Together Senior Initiatives, a grant program to provide Oakland County local governments and nonprofit senior organizations with financial assistance for senior center enhancements, such as capital, technology, infrastructure, equipment improvements, and/or professional development.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
  - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
  - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.



- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
  - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
  - e. **Public Body** means the City of Auburn Hills including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
  - f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.
- a. County will distribute \$125,000 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibit A**.
  - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): **W9AZEM7ZD4E3**
  - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
  - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
  - e. FEDERAL AWARD DATE: May 28, 2021
  - f. SUBAWARD PERIOD OF PERFORMANCE START AND END:  
**February 2023 – December 2023.**
  - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
  - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
  - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson, unless another person is designated in writing by the County.
  - j. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.
3. **PUBLIC BODY'S RESPONSIBILITIES.**
- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B**, which is attached hereto and incorporated as part of this Agreement.

- b. Public Body shall invoice the County for the grant amount listed in 2.a. after this Agreement is executed.
- c. Public Body shall submit to Oakland County quarterly reporting on the grant funds, including:
  - 1. Project progress reports, including completion of deliverables included in project scope;
  - 2. Accounting of incurred expenses and grant funds expended; and
  - 3. Any other relevant information or records, to be determined by County.
- d. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:
  - 1. Project completion report;
  - 2. Full accounting of its expenditure of grant funds;
  - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
  - 4. Any other relevant information or records, to be determined by County.
- e. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- f. Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.
- b. County shall pay the invoice provided by the Public Body within 30 days of receiving it from the Public Body.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- b. Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- c. Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
  - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
  - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and

management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered "other federal financial assistance" under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
  - a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov).
- d. Public Body must register at [sam.gov](http://sam.gov).
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

#### 11. DURATION OF INTERLOCAL AGREEMENT.

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

#### 12. ASSURANCES.

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.



- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has received.
- c. If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be


deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

18. **SEVERABILITY**. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS**. In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
  - a. If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328.
  - b. If Notice is sent to Public Body, it shall be addressed to: City of Auburn Hills, City Manager, 1827 North Squirrel Auburn Hills, MI 48326 and the Mayor of the City of Auburn Hills, 1827 North Squirrel Auburn Hills, MI 4832
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
23. **SURVIVAL OF TERMS**. The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
24. **ENTIRE AGREEMENT**.
  - a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
  - b. The language of this Agreement shall be construed as a whole according to its fair

meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Honorable Kevin R. McDaniel, Mayor hereby acknowledges that he/she has been authorized by a resolution of the City of Auburn Hills, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

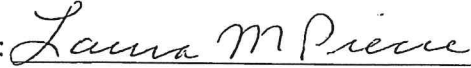
EXECUTED: \_\_\_\_\_



Kevin R McDaniel, Mayor, City of Auburn Hills

DATE: 02/20/23

WITNESSED: \_\_\_\_\_



Laura Pierce, Clerk, City of Auburn Hills

DATE: 02/20/23

IN WITNESS WHEREOF, David Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

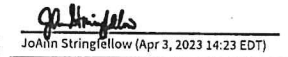
EXECUTED: \_\_\_\_\_

  
David T. Woodward (Apr 3, 2023 13:33 EDT)

David Woodward, Chairperson  
Oakland County Board of Commissioners

DATE: Apr 3, 2023

WITNESSED: \_\_\_\_\_

  
JoAnn Stringfellow (Apr 3, 2023 14:23 EDT)

Oakland County Board of Commissioners  
County of Oakland

DATE: Apr 3, 2023





# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 7C  
FIELDSTONE GOLF CLUB

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Chip Hierlihy, General Manager of Fieldstone Golf Club  
**Submitted:** July 12, 2023  
**Subject:** Motion – To Approve a Five-Year Golf Car Lease at Fieldstone Golf Club

## INTRODUCTION AND HISTORY

With the current five-year golf car operational lease expiring at the conclusion of the 2023 season, staff issued a request for proposals seeking a new five-year golf car lease for 88 electric powered golf cars with chargers, one (1) utility gas turf vehicle with a beverage server insert and canopy, one (1) utility gas turf vehicle without a canopy, and one (1) gas powered refreshment car with canopy. Staff requested pricing on both a five-year operational lease and a five-year capital lease. Below is a breakdown of the responses received.

Vendor	Operational Lease (Annual)	Capital Lease (Annual)	Operational Lease (Five-Year Total)	Capital Lease (Five-Year Total)
Midwest Golf & Turf	\$96,053.22	\$126,274.86	\$480,266.10	\$631,374.30
Textron	\$147,244.08	\$154,684.20	\$736,220.40	\$773,421.00
Golf Automation	\$152,880.00	\$192,192.00	\$764,400.00	\$960,960.00

It is important to note that the current lease is a five-year operational lease and staff recommends continuing with an operational lease over a capital lease based on industry standards. A capital lease would allow for the transfer of ownership of the golf cars from the vendor to Fieldstone Golf Club at the end of the lease term, whereas with an operational lease, the golf cars remain the property of the vendor and are returned at the end of the lease term. Staff favors and recommends an operational lease over a capital lease due to the unknown costs associated with battery replacement following the warranty period and other repair and maintenance items due to fleet wear and tear. In prior years, Fieldstone Golf Club had benefited from a capital lease due to the ability to retain vehicles that were in good condition, or trade in those in need of replacement. In 2019, Fieldstone Golf Club shifted to an operational lease for the savings that would be captured annually and traded in 90 golf cars and one (1) range picker car at a value of \$1,718.12 / car for an approximate total trade-in credit of \$156,349. This trade-in was applied to the pricing for the five-year lease that began in 2019. Because Fieldstone Golf Club does not have any vehicles to trade in and due to current market conditions, pricing for the new five-year lease is a substantial increase over previous leases. Below is a history of previous bid awards.

Bid Specifications	Awarded 2004-2008	Awarded 2009-2013	Awarded 2014-2018	Awarded 2019-2023
Golf Car Manufacturer	Club Car	Club Car	Club Car	Club Car
Golf Car Distributer	Ingersoll	Ingersoll	Midwest	Midwest
Number of Golf Cars	80	80	80	88
Power	Electric	Electric	Electric	Electric
Golf Car Model	Precedent	Precedent	Precedent	Tempo
Golf Car Expense / Less Trade In / Per Vehicle	\$3,495	\$2,769	\$2,905	\$1,839
Total Cost Per Fleet / Five (5) Years	\$279,600	\$221,520	\$232,400	\$161,857
Annual Expense (not including repairs and maintenance)	\$55,920	\$44,304	\$46,480	\$32,371

The current proposal for the 91-car fleet is \$96,053.22 per year, or \$480,266.10 over a five-year period. The vehicles come with a four-year warranty on all major parts and a battery warranty up to 25,000 work hours.

#### **GOLF CAR SPECIFICATIONS**

- Body Color: Platinum
- Sun Canopy Color: Black
- Seats: Gray
- Standard Premium Tread Tires/Wheel Covers
- Heavy-Duty Trojan 8-Volt Batteries
- Single Point Watering System and One (1) Refill Kit
- Fully Automatic E.R.I.C Chargers
- Sweater Basket
- Car Number Decals
- Comfort Grip Steering Wheel
- Dual Port USB Charging Outlet
- Driver and Passenger Side Sand Bottles
- Custom FGC Logo
- Golf Bag Rain Cover
- Hinged Clear Windshield
- Information Holder

#### **STAFF RECOMMENDATION**

Staff recommends approval of a new five-year operational lease with Midwest Golf & Turf for 88 Tempo golf cars, one beverage car, one utility car, and one refreshment car for a total of 91 cars for the 2024 – 2028 seasons.

#### **MOTION**

**Move to approve the 2024 Golf Car Fleet Operational Lease with Midwest Golf & Turf for a total amount not to exceed \$480,266.10, distributed over five years at an annual expense of \$96,053.22 and authorize the City Manager to convey acceptance by purchase order.**

**I CONCUR:**



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**BRANDON SKOPEK, ASSISTANT CITY MANAGER**



## Fieldstone Golf Club/City of Auburn Hills

Presented by Midwest Golf & Turf | [midwestgt.com](http://midwestgt.com)  
Paul Wiltsie, Territory Manager | 248-953-1199 | [pwiltsie@midwestgt.com](mailto:pwiltsie@midwestgt.com)

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Submitted on:  
**6/1/2023**



## What to know about the Tempo Electric

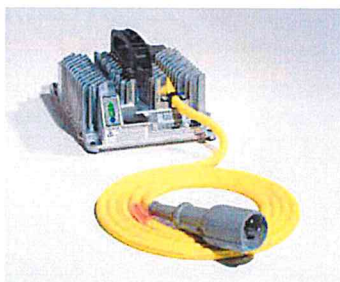


### AlumiCore™ Frame

Most golf cars are still built on steel frames, which can corrode. Club Car golf cars are built on our AlumiCore™ frame. This light frame is rustproof even in salt air, and it's shaped to be more impact resistant than steel. It preserves the life of your car and enhances its stability, ride and performance.

### Molded through body color/ 360-degree bumper

Club Car's 360-degree bumper provides protection on all sides of the vehicle, preventing many scratches and breaks in the body panels. If there is a scratch, all Club Car color options are molded through body colors. If you get a scratch; your vehicle stays that color!



### ERIC is our new advanced charger

It's Efficient, almost 10% better efficiency  
It's Reliable, constructed to handle whatever your staff or nature presents,  
It's Intelligent, provides charging status, power status  
It's Connected, so it is adaptable, updatable and stores charging information.

Finally, it is half the size and weight of the old PD3 Charger

### Monsoon Canopy Top

Occupants will stay dry and comfortable with our canopy drainage system. The gutter system drains water through the rear struts directly to the bottom of the vehicle preventing spillage onto the occupant or their golf bag.

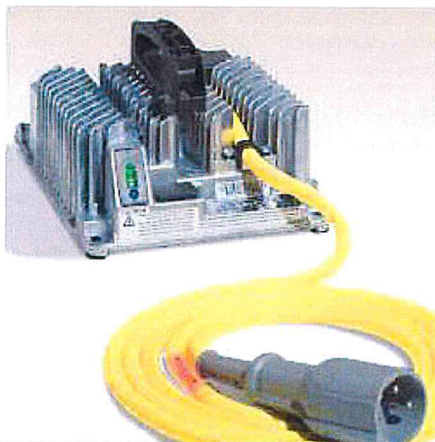


### SportDrive Steering and Suspension

Do you want the tightest turning radius available? On the golf course or on the street, your Club Car will handle and maneuvers like a sports car, thanks to our innovative SportDrive Steering & Suspension system. The automobile- inspired chassis, steering and front and rear suspension deliver a confident, comfortable ride.



## ADVANCED CHARGING HAS A NEW NAME: E.R.I.C.



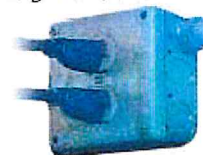
With cutting-edge features and functionality built into a smaller, lighter and infinitely smarter design, E.R.I.C. will have an immediate impact on your operation. Workflow and efficiencies will increase on day one as you see minimized user error and lowered operating costs.

Club Car's new lightweight electrical charging system is designed around an intelligent, long-term storage algorithm that continuously monitors changes in voltage and charges the golf car's batteries when needed. Bottom line? Golf cars are ready to hit the course when you need them.

### EFFICIENT

It's a safe bet that energy costs aren't coming down. Therefore, reducing consumption is the surest way to control your costs. E.R.I.C.'s all over it.

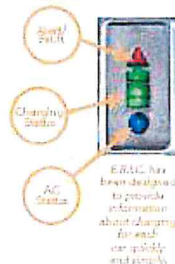
- Up to 91% efficiency
- 7.5 max AC amperage means two chargers can operate on one 20-amp circuit if needed\*



\*Club Car recommends a dedicated 15 or 20 amp, separately protected (circuit breaker or fuse) single-phase circuit that complies with all applicable local electrical codes.

### INTELLIGENT

That cart barn kid who thought all the cars were charging properly? Now he'll know for sure. E.R.I.C. is keeping an eye on him and his work.



- Status lights indicate AC power (you're connected and charging), stages of charge and errors
- The car provides audible and visual notifications indicating charging has begun
- Charger functions through voltage sags; brownouts no longer hamper charging

### RELIABLE

It's a cart barn, not a warehouse for fine crystal. Accidents happen. E.R.I.C. is constructed to handle whatever your staff and nature can dish out ... day-in, day-out, without fail.

- Beefed-up, sealed aluminum housing wards off sand, salt, dust, water
- External connections for AC and DC cords prevent damage to internal charger components when charger cords are snagged in the cart barn; cords are easily replaced if damaged
- Lightweight for easy mobility and mounting

### CONNECTED

E.R.I.C. is adaptable, updatable and stores data. With more and better information, you have complete control over your operation and that leads to successful business decisions.

- Two-way communication via USB port
- Upload system updates so E.R.I.C. always runs on the latest advances
- Download charger data for status/condition monitoring by authorized Club Car technicians



## Tempo Electric Options

To: Fieldstone Golf Club

Date: 6/1/2023

Quantity	Description	Per Unit	Extension
88	<b>2024 Tempo Electric with E.R.I.C. Golf Cars</b> <b>To Be Equipped as Follows:</b> <b>-Standard Equipment / Color Choices -</b> <b>Body Color Choices</b> – Dark Green, White, Cashmere (Light Beige), Platinum (light Grey). Please Note: Body Panels Molded Through Body Color. <b>Monsoon Canopy Top Choices</b> – Black, Beige, White. <b>Standard Seat Choices</b> – Beige, White, Grey, Black, <b>Standard Premium Tread Tires/Wheel Covers</b> <b>Heavy-duty Trojan 8-Volt Batteries (Set of 6)</b> <b>Single Point Watering System and (1) Refill Kit</b> <b>Fully Automatic E.R.I.C.® Chargers</b> <b>Sweater Basket</b> <b>FlexiDrink Cup Holders (Set of 2)</b> <b>Car # Decals (2) – (1 per side)</b> <b>Comfort Grip Steering Wheel</b> <b>Dual Port USB Charging Outlet</b> <b>-Accessories-</b> <b>Driver and Passenger's Side Sand Bottles</b> <b>Custom Logo</b> <b>Golf Bag Rain Cover</b> <b>Hinged Clear Windshield</b> <b>Information Holder.</b> <b>Freight and Installation</b>	See Finance Page	See Finance Page
<b>Terms</b>	<b>F.O.B.</b>	<b>Approx. Delivery Date</b>	<b>Shipped Via</b>
COD/Lease	Auburn Hills, MI	April 2024	Club Car Truck

All credit terms must be approved by Midwest Golf & Turf prior to delivery. Customer to submit required credit information for credit approval. The above proposal is firm for 10 days and is based on today's interest rate. After 10 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. This is an offer to sell the above-described products at the prices indicated by Midwest Golf & Turf, LLC and, upon acceptance by the indicated buyer, will become a binding contract of sale.

Accepted By:

Fieldstone Golf Club/City of Auburn Hills

Midwest Golf & Turf

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

By: Paul Kellie

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

Title: Territory Sales Manager

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

Date: 6/1/2023

## 5 - Year Lease Skip Payment Options

To: Fieldstone Golf Club

Date: 6/1/2023

Payments: May – October 2024 - 2028

**OPERATING LEASE:** The cars will be returned to Midwest Golf & Turf at the end of the lease.

Vehicles	Quantity	Term / Payments	Payment Car/Month	Monthly Payment	Annual (6 month) Payment	5 – Year Sub-Total Payments
2024 Tempo Electric Golf Car	88	5yr/60 Month/30 Payments	\$164.70	\$14,493.60	\$86,961.60	\$434,808.00
2024 Café Express Full Beverage & Snack Car	1	5yr/60 Month/30 Payments	\$731.69	\$731.69	\$4,390.14	\$21,950.70
2024 Carryall 500 W/Beverage Insert	1	5yr/60 Month/30 Payments	\$455.25	\$455.25	\$2,731.50	\$13,657.50
2024 Carryall 500	1	5yr/60 Month/30 Payments	\$328.33	\$328.33	\$1,969.98	\$9,849.90
					<b>Total Annual Cost</b>	<b>Total Contract 5 – Year Payments</b>
					\$96,053.22	\$480,266.10

Payments: May – October 2024 – 2028

**CAPITAL LEASE DOLLAR OUT:** At lease-end all cars will become the property of the City of Auburn Hills.

Vehicles	Quantity	Term / Payments	Payment Per Car/Month	Monthly Payment	Annual (6 month) Payment	5 – Year Sub-Total Payments
2024 Tempo Electric Golf Car	88	5yr/60 Month/30 Payments	\$219.08	\$19,279.04	\$115,674.24	\$578,371.20
2024 Café Express Full Beverage & Snack Car	1	5yr/60 Month/30 Payments	\$824.95	\$824.95	\$4,949.70	\$24,748.50
2024 Carryall 500 W/Beverage Insert	1	5yr/60 Month/30 Payments	\$534.37	\$534.37	\$3,206.22	\$16,031.10
2024 Carryall 500	1	5yr/60 Month/30 Payments	\$407.45	\$407.45	\$2,444.70	\$12,223.50
					<b>Total Annual Cost</b>	<b>Total Contract 5 – Year Payments</b>
					\$126,274.86	\$631,374.30

Accepted By:

Fieldstone Golf Club/City of Auburn Hills

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

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

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

Midwest Golf & Turf

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

Title: Territory Sales Manager

Date: 6/1/2023



### Fleet Equity at end of 5 years

Vehicles	Quantity	Equity Value Per Vehicle	Total Balloon Cost Per Vehicle
2024 Tempo Electric Golf Car	88	\$2,250.00	\$198,000.00

### Fleet Equity at end of 4 years

Vehicles	Quantity	Equity Value Per Vehicle	Total Balloon Cost Per Vehicle
2024 Tempo Electric Golf Car	88	\$2,950.00	\$259,600.00

Accepted By:

Fieldstone Golf Club/City of Auburn Hills

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

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

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

Midwest Golf & Turf

By: Paul Williams

Title: Territory Sales Manager

Date: 6/1/2023





## Replacement Parts and Service

Factory authorized replacement parts, service and warranty work is handled through Club Car's factory authorized Dealer. It is Club Car's objective that Fieldstone Golf Club fleet will receive professional, timely and systematic service.

Club Car offers technical training seminars for Fieldstone Golf Club employees involved with golf car operations. These seminars are held at Club Car's manufacturing facility in Augusta, Georgia, and are conducted by professional educators. Fieldstone Golf Club's employees will learn preventive maintenance and repair procedures to enhance Fieldstone Golf Club's fleet operations. They will also enjoy sharing ideas and experiences with golf club and resort personnel from all over the world.

### Service

Midwest Golf & Turf  
Ron Nagy-Service Manager  
248-624-5155  
2111 Haggerty Rd  
Commerce Twp, MI 48930

### Sales

Midwest Golf & Turf  
Paul Wiltsie - Territory Manager  
248-953-1199  
2111 Haggerty Rd  
Commerce Twp, MI 48390

## 2024 Club Car Tempo Exception Spec Sheet

Frame: *Ladder-style aluminum box beam – Limited Lifetime Warranty*

Body & Finish: Molded Thru Solid Color

Overall Length: 91.5in (240cm)

Overall Width: 47.25in (119cm)

Overall Height (No Canopy): 46in (Top of Steering wheel)

Overall Height (With Canopy): 68.5in (Top of Sun Canopy)

Wheel Base: 65.5in

Front Wheel Track: 34.5in

Real Wheel Track: 38.5in

Ground Clearance (At Differential): 4.5in

Power Source: 48-volt DC

Motor Type: 48-volt DC

Horsepower (kW): 3.3 HP (3.3kW) Continuous

Electric System: 48-volt

Batteries (QTY/type): Six 8-volt Trojan 875 Deep Cycle

Battery Charger: *48 VDC 13.5-amp DC high frequency solid state charger*

Speed Controller: 250-amp DC Controller

Drive Train: Motor Shaft Direct Drive

Transaxle: Limited Slip Differential

Gear Selection: Mounted Forward-Neutral-Reverse

Real Axle Ratio: 16:99:1

Seating Capacity: 2-Person

Dry Weight (Without Batteries): 495 lb.

Curb Weight: 903 lb.

Vehicle Load Capacity: 800 lb. (360 kg)

Outside Clearance Circle Turning Radius: 17.4 ft.

SPEED RANGE 7 speed settings: 5-15 mph (8-24.14 kph)

2 acceleration settings: Aggressive or traditional

3 pedal-up braking settings: None, mild and aggressive

Speed fine adjustment in 0.1 mph increments

Towing Capacity: 3 Club Car Golf Cars With Approved Tow Bars



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 8A

CITY CLERK'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk  
**Submitted:** July 19, 2023  
**Subject:** Motion – To consider non-renewal of Comfort Suites hotel license.

### INTRODUCTION AND HISTORY

At the June 19, 2023 City Council meeting, City Council held a Public Hearing to consider non-renewal of the hotel license for Comfort Suites, 1565 N. Opdyke, due to multiple violations from the Community Development and Fire Departments, failure to pay their taxes, and failure to submit the renewal application and application fee.

These are violations of Section 22-176 of the ordinance, specifically:

- “(3) Any material violation of this article or of the rules and regulations set forth in this article.”
- “(4) Any violation of federal or state law or the Auburn Hills Code of Ordinances which creates a risk to the health, safety or welfare of the transient guests or to the community, or to the public health, safety and welfare of the city, or brings into question whether the licensee is of suitable character to operate the business.”
- “(5) Conducting the business in an unlawful manner or in such manner as to constitute a maintenance of a nuisance upon or in connection with the licensed hotel. For purposes of this chapter, "nuisance" shall be given the formal and customary meaning, and shall include, but not be limited to, the following:
  - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, property maintenance, fire or other applicable regulatory codes.
  - c. Failure to maintain the grounds and exterior of the licensed hotel and its premises, including litter, debris or refuse blowing or being deposited upon adjoining properties.”
- “(7) Failure of the licensee to timely pay personal property taxes, other city obligations, including water and sewer charges, and real property taxes from their use and occupancy of the property.

The following motion was made by City Council at the June 19<sup>th</sup> meeting:

*To grant Comfort Suites, 1565 N. Opdyke, a 30-day extension to allow the hotel additional time to address each violation that was stated in all of the staff reports that we heard tonight and are part of the record. Further as an additional condition, that within 14 days from today's date, all rooms shall have smoke detectors that are fully operational, the pool shall remain closed until any violations that are in the pool area are corrected, and the fire watch shall continue during the entire 30-day period.*

A follow up letter was mailed to Comfort Suites on June 21, 2023 listing the violations and deadlines that had to be met. In addition, the letter was hand-delivered to the hotel by a police officer on June 22, 2023. The letter was also emailed to the attorney representing Comfort Suites and the potential new owner of the hotel on June 22, 2023.

Within the required 14-day timeframe, Comfort Suites was required to install fully operational smoke detectors in all rooms. The City inspected 12 rooms and found that while smoke detectors were installed in those rooms, the sprinkler head in each room was painted over, which is a violation requiring the room to be out of service. Hotel staff have stated that the smoke detectors are operational.

Comfort Suites was also required to address the violations in the pool area and to continue the fire watch. City inspectors have confirmed that the pool area violations have been addressed and that area is open to guests. The fire watch has continued as required. In addition, the hotel submitted the required application and application fee on June 22, 2023 and real property taxes have been paid.

While those above violations have been addressed, there are still outstanding violations:

Community Development Department	Multiple violations are still outstanding. (Attachment A)
Fire Department	Multiple violations are still outstanding. (Attachment B)
Treasury	Business/Personal property taxes are still due to Oakland County.

### **STAFF RECOMMENDATION**

Because Comfort Suites has remaining violations, City Council has several options when considering the next step:

1. Grant the hotel another extension to allow the hotel additional time to address each violation as stated in the reports. Staff would monitor the progress and present an update at the August 21<sup>st</sup> City Council meeting.
2. Not renew the license due to the outstanding violations. The hotel would be permitted to operate until the City's decision to not renew was mailed to the hotel. The hotel would then be required to cease operation.
3. Issue a conditional license to the hotel. This would allow the hotel to continue to operate "as is" until the license expiration in December 2024.

### **MOTION**

Below are the three options based on how City Council would like to proceed:

#### **OPTION A**

Move to grant \_\_\_\_\_ a four-week extension to allow the hotel additional time to address each violation as stated in the staff reports. Further, if the violations have not been fully addressed, the hotel representative is required to report back to City Council at the August 21, 2023 City Council Meeting.

#### **OPTION B**

Move to not renew the hotel license for \_\_\_\_\_ due to the outstanding violations as stated in the staff reports. Further, to direct staff to notify the hotel by mail of these findings as required by Sec. 22-178 (b) & (c).

#### **OPTION C**

Move to issue a conditional license to \_\_\_\_\_ to expire on December 31, 2024.

I CONCUR:



**BRANDON SKOPEK, ASSISTANT CITY MANAGER**

### **ATTACHMENTS**

Attachment A – Comfort Suites, Community Development Violation Report, updated July 18, 2023

Attachment B – Comfort Suites, Fire Department Violation Report, updated July 18, 2023

Attachment C – City Council Minutes, June 19, 2023

Attachment D – Memo to City Council, June 19, 2023



Code Enforcement  
City of Auburn Hills  
1827 N Squirrel Rd  
Auburn Hills, MI 48326

July 18, 2023

REVTI HOSPITALITY, LLC  
ATTN: PARASHAR N SHUKLA  
1565 N OPDYKE RD  
AUBURN HILLS, MI 48326-2654

## Hotel Inspection Report

RE: COMFORT SUITES (1565 N OPDYKE RD. AUBURN HILLS)

Date: 07/18/2023      Time: 14:00

Inspectors:      Devin Lang (Construction Coordinator / Assistant to the Director)  
                         Justin Tomei (Code Enforcement Officer)

Inspection Type: Re-Inspection

Rooms Inspected: 112, 115, 117, 209, 212, 215, 217, 311, 315, 318, 320.

As of the date of this report, the following violations were noted as outstanding.

### SECTION 1822. USE OF, AND MAINTENANCE OF, PROPERTY AS APPROVED:

(2) The owner, tenant, occupant or person in charge of any property which was the subject of an approved site plan shall maintain the property and the improvements thereon in accordance with the approved site plan, or an approved amendment thereof. The duty to maintain shall include the duty to maintain in a condition substantially similar as approved, including the duty to replace, if necessary, all improvements such as, but not by way of limitation, all greenbelts, plantings, walls, fences, paving, trash receptacles, handicapped parking areas, and the like.

- Parking lot signage is faded.

### Sec. 34-178 - Cause of blight or blighting factors.

(2) The storage upon any property of junk or inoperable vehicles for a period exceeding ten days, unless the vehicle is kept in a totally enclosed structure. It shall be the property owner's responsibility to demonstrate to the enforcement officer compliance with this provision if the license plate cannot be observed.

- Inoperable vehicle observed on the property.

### Sec. 22-180. - Hotel rules and regulations.

(1) Hotels shall not have the condition for cause as set forth in Subsections (1)—(7) of section 22-176 herein, existing at the hotels.

### Sec. 22-176. - Refusal, suspension, revocation or nonrenewal of.

(5) Conducting the business in an unlawful manner or in such manner as to constitute a maintenance of a nuisance upon or in connection with the licensed

hotel. For purposes of this chapter, "nuisance" shall be given the formal and customary meaning, and shall include, but not be limited to, the following:

(a) Existing violations of building, electrical, mechanical, plumbing, zoning, health, property maintenance, fire or other applicable regulatory codes.

- Fire-rated rooms have penetrations that are improperly sealed or not sealed at all.
- Fire panel is in trouble mode. A new panel has been ordered; plans have not been approved.
- Fire doors are not self-closing and do not seal tightly when closed.
- Open junction boxes, electrical outlets, and exposed wiring throughout the hotel.
- Open building and mechanical permits must receive passing final inspections.
- Door hardware does not comply with accessibility requirements.
- Guard rail outside exit door is not safe or secure.

Sec. 22-180. (12) - Hotel rules and regulations. (continued)

- Privacy latches missing or not correctly installed.
- Carpet stained and ripped.
- Metal surfaces throughout the pool area have rusted due to excess moisture.
- Wooden doors throughout the pool enclosure show significant water damage and poor integrity.
- Exterior doors do not close freely and do not seal tightly.
- Room furnishings are in disrepair.
- Paint throughout the interior is worn, chipped, and peeling.

Additional Notes:

The pool has been placed back in service by the hotel. Egress hardware is on the exterior door, and fire extinguisher cabinets have been replaced. The door between the pool and the hotel does not have accessible hardware.

As reported by hotel staff, all smoke detectors now alarm and report to the panel. Inspector Toss has requested an alarm test with a licensed alarm contractor to confirm.

The fire alarm system was tested via a pull station. It was proven that despite two trouble signals, the panel does report to outside alarm monitoring.

As reported by hotel staff, 15 fire doors were repaired to be self-closing. Several doors to mechanical rooms and stairways still do not self-close, latch, or seal appropriately.

Inspectors observed that sprinkler heads had been painted in all rooms inspected. Hotel staff was directed to place any rooms with painted sprinkler heads out of service until they were replaced.



Devin Lang

Construction Coordinator | Assistant to the Director of Community Development

1827 N. Squirrel Road | Auburn Hills, MI 48326

248-364-6946 Direct

[dlang@auburnhills.org](mailto:dlang@auburnhills.org)



# Auburn Hills Fire Department

1899 N. Squirrel Road  
Auburn Hills, MI 48326  
Office 248-367-6768 Fax 248 370 9358

## Inspection Report

**Occupant Name:** Comfort Suites  
**Address:** 1565 N Opdyke  
**Apt/Suite:**

**Inspection Date:** 07/18/2023  
**Inspection Type:** Followup Inspection  
**Inspected By:** Toss, Jon  
JTOSS@AUBURNHILLS.ORG  
2483646753

### VIOLATIONS

Code	Code Set
General - 315.1	IFC 2015

**Code Text:**  
Storage shall be in accordance with Sections 315.2 through 315.5.

**Comment:**  
First floor stair b closet, laundry storage room.

Illumination required - [BE] 1008.2	IFC 2015
-------------------------------------	----------

**Code Text:**  
The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied.

Exceptions:

Occupancies in Group U.

Aisle accessways in Group A.

Dwelling units and sleeping units in Groups R-1, R-2 and R-3.

Sleeping units of Group I occupancies.

**Comment:**  
Repair emergency lights near stairway b first floor.

**Code Text:**

Where required for compliance with the provisions of this code, devices, equipment, systems, conditions, arrangements, levels of protection or other features shall thereafter be continuously maintained in accordance with applicable NFPA requirements or as directed by the fire code official.

**Comment:**

System in alarm and silenced, fire watch required until repaired. Fire watch log shall be submitted to fire dept. upon termination of fire watch

**Violation: - VIOLATION  
Violation**

Local

**Code Text:****Comment:**

Emergency egress plans not on doors of guest rooms. Fire extinguisher cabinet glass broken on first floor. Fire doors do not close and latch, second floor stair a, third floor stair b. Fire door from breakfast area to pool area is missing hardware and does not latch. Fire door to pool area has improper hardware, replace with listed hardware. Fire doors missing caps on crash bars.

**Electrical Service-Clearance - 3.1  
Electrical Service Clearance**

Local

**Code Text:**

A working space of not less than 30 inches in width, 36 inches in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment. No storage of any materials shall be located within the designated working space. F605.3

**Comment:**

Electrical rooms, second and third floors.

**Emergency Egress Lighting Required - 2.4 B**

Local

**Code Text:**

The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied. F1006.1

**Comment:**

Emergency lights are out in following areas. Near room 127 In pool area

**Door operation - 703.2.3**

IFC 2015

**Code Text:**

Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

**Comment:**

Room 306 fire door does not shut\ Stairway 3a does not latch\ Stairwell 3 emergency light out. Stairway 2b fire door is incomplete and has holes drilled in it making it useless. North 1 fire door exit door does not latch. First floor storage room completely blocked with stock. Exit door in pool area not functioning at all. Stairwell 2A fire door does not latch. Found additional fire doors in hotel that have been altered.



**Exit Signs-Required - 2.3 C**

Local

**Code Text:**

Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in an exit access corridor is more than 100 feet (30 480 mm) from the nearest visible exit sign. F1011.1

**Comment:**

Exit sign leading into pool is there but it is loose and barely attached to wall.

**Testing and Inspection - 72-10**

Local

**Code Text:**

The inspection, testing, and maintenance of fire alarm systems shall comply with the requirements of NFPA 72, Chapter 10.

**Comment:****Testing-Detection System - 4.5**

Local

**Testing - Detection System****Code Text:**

Fire alarm equipment, including control equipment, batteries, detectors and notification equipment shall be inspected and tested according to NFPA 72, Chapter 14. System components shall be inspected monthly, quarterly, semi-annually, or annually in accordance with table 14.3.1.

**Comment:**

Fire Alarm system is out of service and the hotel has been on a fire watchg since June 2022. Initial plans were denied by FSCI. Waiting on re submittal.

**Inspection-Sprinkler System - 4.6**

Local

**Inspection - Sprinkler System****Code Text:**

All sprinkler system equipment must be inspected and tested in accordance with NFPA 25. Per this standard, various equipment is inspected on a weekly, monthly, quarterly, or annual basis, with all equipment being inspected at least annually. IFC Section 901.6.1, NFPA 25

**Comment:****Fire Extinguishers-Maintenance Frequency - 4.2**

Local

**Fire Extinguishers - Maintenance Frequency****Code Text:**

Fire extinguishers shall be subjected to maintenance at intervals of not more than 1 year, at the time of hydrostatic test, or when specifically indicated by an inspection. NFPA 10,7.2

**Comment:**

Third floor extinguisher cabinet near stairs has no opening device.

## Clearance From Ignition Sources - 2.6

Local

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**Code Text:**

Clearance between ignition sources, such as light fixtures, heaters and flame-producing devices, and combustible materials shall be maintained in an approved manner. F305.1

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**Comment:**

Storage too close to appliances.

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**Exit Reliability - 2.1**

Local

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**Code Text:**

Required exit accesses, exits or exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. F1031.2

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**Comment:**

Blocked exit hallway on first floor.

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**Locks & Latches - 2.2**

Local

**Locks and Latches**

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**Code Text:**

Egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort. F1008.1.9

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**Comment:**

Numerous doors thru out property have latches that do not latch.

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**Sprinklers-Painted or Obstructed - 4.10**

Local

**Sprinklers Painted/Obstructed**

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**Code Text:**

Sprinklers shall be inspected from the floor level annually. Sprinklers shall be free of corrosion, foreign materials, paint, and physical damage and shall be installed in the proper orientation (e.g., upright, pendant, or sidewall). Any sprinkler shall be replaced that is painted, corroded, damaged, loaded, or in the improper orientation. NFPA25, 5.2

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**Comment:**

Sprinkler heads in the following rooms have been painted. 209212215217320315311318117112115The hotel is checking every room for sprinkler heads being painted. Rooms with painted heads are out of service.

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**Fire walls, fire barriers and fire partitions - 703.1.3**

IFC 2015

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**Code Text:**

Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

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**Comment:**

Holes in ceiling need to be caulked. Third floor electrical room.

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**Walls/Ceilings-Patch Holes - 5.2**  
**Walls/Ceilings - Patch Holes**

Local

**Code Text:**

The required fire-resistance rating of fire-resistance-rated construction (including walls, fire stops, shaft enclosures, partitions and floors) shall be maintained. Such elements shall be properly repaired, restored or replaced when damaged, altered, breached or penetrated. F703.1

**Comment:**

various room in hotel have holes in fire rated construction.

**Clearance to Storage - 13-8.5.6.1**

Local

**Code Text:**

The clearance between the deflector and top of storage shall be 18 inches or greater.

**Comment:**

second and third floor storage rooms are way too crowded with things.

## INSPECTION NOTES

The pool area has been addressed however many life safety issues remain. We checked 12 individual guest rooms and all 12 had sprinkler heads that were painted. The hotel staff is checking every room and begin replacement as soon as they are able. Rooms with painted heads are out of service.

**Thank you for your cooperation in keeping your business and our community safe!**

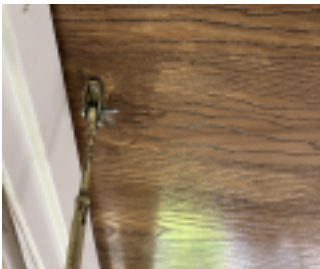
907.8.1 - Maintenance required



907.8.1 - Maintenance required



703.2.3 - Door operation



703.2.3 - Door operation



703.2.3 - Door operation



2.6 - Clearance From Ignition Sources



703.2.3 - Door operation



2.1 - Exit Reliability



**Note: Images are thumbnail preview. If needed, contact inspecting agency for full image files.**



**CITY OF AUBURN HILLS**  
REGULAR CITY COUNCIL MEETING  
EXCERPT

JUNE 19, 2023

9b. Public Hearing/Motion - To consider non-renewal of certain hotel licenses.

Ms. Pierce presented the two hotels that are not in compliance with the ordinance and the procedures that were followed. Knowing that Comfort Suites was in the process of a real estate transaction, the new owners were also notified of the current violations and the Public Hearing.

Mr. Toss from the Fire Department and Mr. Lang from the Community Development department presented the violations for Comfort Suites. Mr. Toss shared that the violations he saw on June 19, 2023, are the same as what he saw in March 2023. He reported that there has been no attempt to make repairs. While he shared the list of violations, the most concerning is the fire alarm system which has been out of service since June 2022 and that it needs to be brought up to the current Fire Safety Standards. Due to the issues with the alarm panel, this facility has been on a Fire Watch for over a year. It was reported that there are a number of fire doors that do not function properly and are useless. The full report of violations is in the packet.

Mr. Lang presented that there are open building permits from building alterations and demolition work that have never been finalized as well as electrical code violations. The full report of violations is in the packet.

**COMFORT SUITES PUBLIC HEARING**

Mayor McDaniel opened the Public Hearing for Comfort Suites at 7:56 PM

Mr. Paul Stoychoff and Lyle Russell attorneys for Comfort Suites were present along with Mr. Rob Harwood, the general contractor. Mr. Stoychoff asked for an extension until December 2024. It was shared that this facility is in the process of a real estate transaction and closing should take place in fifteen days. It was discussed that there is an understand to the severity of the violations and stated that there is progress towards alleviating these violations and that the building is safe. It was stated that the fire system works well, but it is not to the satisfaction of the Fire Inspector. Mr. Harwood stated that the current panel and parts are obsolete, and they are working to rectify the situation. He said the panel does work and it does report to a third-party monitoring company. He shared that there are 15 - 20 room smoke detectors that do not sound yet still dispatch to the monitoring desk. It was stated that this building is not a fire trap, and they are not ignoring the violations, but they need additional time to remedy the issues that have been presented. Regarding the taxes, it was stated that this oversight was noticed at the last moment but both the real and personal property taxes have been paid by mail to Oakland County.

Mayor McDaniel questioned why these gentlemen would wait until the last moment to rectify these issues, and that the owner should be more proactive about the safety of the those that are sleeping in the rooms. He said that he is not comfortable waiting until December 2024 to act on this item knowing that there are fire safety issues that have not been addressed. He commented that there has been plenty of time to rectify these concerns.

City Council discussed that the list of violations is extremely long and dangerous and should have been addressed sooner than today. Concern was shared regarding the transition to new ownership and what would transpire if this permit was revoked. Discussion took place regarding the fire alarm system and the deficiency of either the audible or visual portion of the system.

Hearing no further comment, Mayor McDaniel closed the Public Hearing at 8:19 PM

Mayor McDaniel shared that he understands there has to be due process however, he is not comfortable with allowing another 60 days until another review takes place. He stated that the 15 rooms that do not have functioning smoke detectors are to be taken out of service and that working smoke alarms will be installed within 14 days.

City Attorney Beckerleg advised that a 30-day extension be given to allow for the potential closing and recommend that the smoke detectors be fully operational within fourteen days.

Chief Massingill helped to clarify that the alarm panel is in trouble mode but does function. He also clarified that the Fire Watch has been in process for a few months and will continue until the alarm panel is functioning properly. The Fire Department would like to see all the issues addressed and would recommend that the Fire Watch remain in place until such time as the issue is reviewed.

**Moved by Knight, Seconded by Verbeke.**

**RESOLVED:** To grant Comfort Suites, 1565 N. Opdyke, a 30-day extension to allow the hotel additional time to address each violation that was stated in all of the staff reports that we heard tonight and are part of the record. Further as an additional condition, that within 14 days from today's date, all rooms shall have smoke detectors that are fully operational, the pool shall remain closed until any violations that are in the pool area are corrected, and the fire watch shall continue during the entire 30-day period.

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

**No:** None

**Resolution No. 23.06.069**

**Motion Carried (7 - 0)**

#### **EXTENDED STAY PUBLIC HEARING**

Mr. Toss shared that the violations for this facility had been addressed. Mr. Lang shared that there are no glaring health and safety violations just maintenance concerns that need to be addressed. Mr. Lang commented that as a condition of approval, the plan stated there is to be a gate at the emergency access point that must remain closed. That gate is gone and must be replaced.

Mayor McDaniel opened the Public Hearing for Extended Stay at 8:43 PM

Hearing no comment, Mayor McDaniel closed the Public Hearing at 8:43 PM

**Moved by Hawkins, Seconded by Carrier.**

**RESOLVED:** To grant Extend Stay America, 3315 University, a sixty-day extension to allow the hotel additional time to address each violation as stated in the staff reports. Further, if the violations have not been fully addressed, the hotel representative is required to report back to City Council at the August 21, 2023 City Council Meeting.

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

**No:** None

**Resolution No. 23.06.070**

**Motion Carried (7 - 0)**



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JUNE 19, 2023

AGENDA ITEM NO 9B

CITY CLERK'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk  
**Submitted:** June 14, 2023  
**Subject:** Public Hearing/Motion – To consider non-renewal of certain hotel licenses.

## INTRODUCTION AND HISTORY

In 2020, City Council adopted an ordinance amendment regulating the hotels operating in the City. The ordinance established a licensing process and included rules and regulations that hotels must abide by in order to continue to operate. In 2022, the licensing period was changed to a two-year license, by which half of the hotels would be licensed every other year to alleviate the volume of inspections required by staff each year.

Staff has determined that two hotels have failed to comply with the ordinance during the renewal process this year. Section 22-178 established procedures for hotels that have failed to comply with the ordinance. The procedure is as follows:

- (a) Notice of the Public Hearing was hand-delivered to each hotel by Officer Miller on April 26, 2023. The Notice was also mailed to each establishment on April 25, 2023. Each notice included the Inspection Reports of the items in violation and outlined the responsibilities of the hotel in regards to the Public Hearing.
- (b) At the Public Hearing, City Staff will be present to testify to the ordinance violations. The hotel may be represented by legal counsel, present evidence, testimony and confront and cross-examine adverse witnesses. The hotel is required to notify the City of Auburn Hills Attorney's Office at least three days prior to the hearing date if it intends to contest the proposed action, and to provide the names of witnesses known at the time who will testify on his, her or its behalf. At the time this report was submitted, the City Attorney has not been contacted by either hotel.
- (c) Upon completion of the hearing, the City Council shall submit to the hotel a written statement of its findings and determination within 60 days from the date of the hearing. During the procedure for nonrenewal, the hotel will be permitted to continue to operate until such time as the City's findings and determination is served upon the hotel by mail. **If City Council determines that the hotel is in violation of the ordinance, they will be required to cease operations until the violations have been corrected and a City license has been issued.** If the violations are corrected before the date of the Public Hearing, the Public Hearing will be cancelled.

## Extended Stay America – 3315 University

Extended Stay America, 3315 University, has failed to submit the required application and has multiple outstanding violations from the Community Development.

These are violations of Section 22-176 of the ordinance, specifically:

- “(3) Any material violation of this article or of the rules and regulations set forth in this article.”
- “(4) Any violation of federal or state law or the Auburn Hills Code of Ordinances which creates a risk to the health, safety or welfare of the transient guests or to the community, or to the public health, safety and welfare of the city, or brings into question whether the licensee is of suitable character to operate the business.”

- “(5) Conducting the business in an unlawful manner or in such manner as to constitute a maintenance of a nuisance upon or in connection with the licensed hotel. For purposes of this chapter, "nuisance" shall be given the formal and customary meaning, and shall include, but not be limited to, the following:
  - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, property maintenance, fire or other applicable regulatory codes.
  - c. Failure to maintain the grounds and exterior of the licensed hotel and its premises, including litter, debris or refuse blowing or being deposited upon adjoining properties.”

City Clerk’s Office	Has not submitted the required application.
Community Development Department	Violations have <b>not</b> been addressed. (Attachment A)
Fire Department	All violations have been addressed. (Attachment B)

#### Comfort Suites, 1565 N. Opdyke

Comfort Suites, 1565 N. Opdyke, has multiple outstanding violations from the Community Development and Fire Departments, has failed to pay their taxes, and has failed to submit the renewal application and application fee.

These are violations of Section 22-176 of the ordinance, specifically:

- “(3) Any material violation of this article or of the rules and regulations set forth in this article.”
- “(4) Any violation of federal or state law or the Auburn Hills Code of Ordinances which creates a risk to the health, safety or welfare of the transient guests or to the community, or to the public health, safety and welfare of the city, or brings into question whether the licensee is of suitable character to operate the business.”
- “(5) Conducting the business in an unlawful manner or in such manner as to constitute a maintenance of a nuisance upon or in connection with the licensed hotel. For purposes of this chapter, "nuisance" shall be given the formal and customary meaning, and shall include, but not be limited to, the following:
  - a. Existing violations of building, electrical, mechanical, plumbing, zoning, health, property maintenance, fire or other applicable regulatory codes.
  - c. Failure to maintain the grounds and exterior of the licensed hotel and its premises, including litter, debris or refuse blowing or being deposited upon adjoining properties.”
- “(7) Failure of the licensee to timely pay personal property taxes, other city obligations, including water and sewer charges, and real property taxes from their use and occupancy of the property.

City Clerk’s Office	Has not submitted the required application and application fee (\$250.00 + \$100 late fee).
Community Development Department	Violations have <b>not</b> been addressed. (Attachment C)
Fire Department	Violations have <b>not</b> been addressed. (Attachment D)
Treasury	Taxes due to Oakland County in the amount of \$62,854.03



**STAFF RECOMMENDATION**

Because both hotels have remaining violations, City Council has several options when considering the next step for each hotel license:

1. Grant the hotel a sixty-day extension to allow the hotel additional time to address each violation as stated in the reports. Staff would monitor the progress and present an update at the August 21<sup>st</sup> City Council meeting.
2. Not renew the license due to the outstanding violations. The hotel would be permitted to operate until the City's decision to not renew was mailed to the hotel. The hotel would then be required to cease operation.
3. Issue a conditional license to the hotel. This would allow the hotel to continue to operate "as is" until the license expiration in December, 2024.

**MOTION**

A separate motion is required for each hotel. Below are the three options to choose from for each hotel.

**OPTION A**

Move to grant \_\_\_\_\_ a sixty-day extension to allow the hotel additional time to address each violation as stated in the staff reports. Further, if the violations have not been fully addressed, the hotel representative is required to report back to City Council at the August 21, 2023 City Council Meeting.

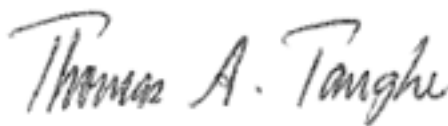
**OPTION B**

Move to not renew the hotel license for \_\_\_\_\_ due to the outstanding violations as stated in the staff reports. Further, to direct staff to notify the hotel by mail of these findings as required by Sec. 22-178 (b) & (c).

**OPTION C**

Move to issue a conditional license to \_\_\_\_\_ to expire on December 31, 2024.

I CONCUR:



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THOMAS A. TANGHE, CITY MANAGER

**ATTACHMENTS**

Attachment A – Extended Stay, Community Development Violation Report  
Attachment B - Extended Stay, Fire Department Violation Report  
Attachment C – Comfort Suites, Community Development Violation Report  
Attachment D – Comfort Suites, Fire Department Violation Report



Code Enforcement  
City of Auburn Hills  
1827 N Squirrel Rd  
Auburn Hills, MI 48326

05/24/2023

## Hotel Inspection Report

RE: COMFORT SUITES (1565 N OPDYKE RD. AUBURN HILLS)

Mr. Sandiha, per your request, please find the below-outlined violations on the property at 1565 N Opdyke. Please note that bulleted items under each section denote corrective action.

### SECTION 1822. USE OF, AND MAINTENANCE OF, PROPERTY AS APPROVED:

(2) The owner, tenant, occupant or person in charge of any property which was the subject of an approved site plan shall maintain the property and the improvements thereon in accordance with the approved site plan, or an approved amendment thereof. The duty to maintain shall include the duty to maintain in a condition substantially similar as approved, including the duty to replace, if necessary, all improvements such as, but not by way of limitation, all greenbelts, plantings, walls, fences, paving, trash receptacles, handicapped parking areas, and the like.

- Parking lot signage is faded.

### Sec. 34-178 - Cause of blight or blighting factors.

(3) The storage or accumulation of junk, trash, rubbish, or refuse of any kind, except domestic refuse stored in approved sealed containers as not to create a nuisance, for a period exceeding ten days.

- Excessive amounts of trash and debris were observed outside the building.

### Sec. 22-180. - Hotel rules and regulations.

(1) Hotels shall not have the condition for cause as set forth in Subsections (1)—(7) of section 22-176 herein, existing at the hotels.

#### Sec. 22-176. - Refusal, suspension, revocation or nonrenewal of.

(5) Conducting the business in an unlawful manner or in such manner as to constitute a maintenance of a nuisance upon or in connection with the licensed hotel. For purposes of this chapter, "nuisance" shall be given the formal and customary meaning, and shall include, but not be limited to, the following:

(a) Existing violations of building, electrical, mechanical, plumbing, zoning, health, property maintenance, fire or other applicable regulatory codes.

- Pool area fire extinguisher is covered by plexiglass that has been permanently attached.
- Fire alarm system is not functional.
- Excessive storage in mechanical rooms preventing access to electrical panels.

- Open building and mechanical permits must receive passing final inspections.

(3) Rooms must be kept clean and free from dirt, vermin, garbage and rubbish.

- Rooms are lacking general cleanliness.

(12) All hotels, including their exteriors, premises and parking lots, shall be properly maintained and kept in good repair at all times and all swimming pools shall be clean and functioning, all doors and locks operational, all carpet unripped and clean and all rooms free from bed bugs.

Sec. 22-180. (12) - Hotel rules and regulations. (continued)

- Privacy latches missing or not properly installed.
- Carpet stained and ripped.
- Room HVAC units are unclean and missing temperature control knobs.
- Metal surface throughout the pool area have rusted due to the excess moisture.
- Wooden doors throughout the pool enclosure show significant water damage and poor integrity.
- Exterior doors do not close freely and do not seal tightly.
- Fire doors are not self-closing.
- Passage door from pool to hotel is not fully operational.
- Windows are in disrepair and not adequately sealed.
- Room furnishings are in disrepair.
- Linens are torn and stained. (Rm 120)
- Tub / shower enclosures show excessive wear.
- Sink / tub stoppers are missing.
- Restroom fixtures leaking. (Rm 120)
- Paint throughout interior is worn, chipped, and peeling.



Devin Lang

Construction Coordinator | Assistant to the Director of Community Development

1827 N. Squirrel Road | Auburn Hills, MI 48326

248-364-6946 Office | 248-431-2384 Cell

[dlang@auburnhills.org](mailto:dlang@auburnhills.org)



# Auburn Hills Fire Department

1899 N. Squirrel Road  
Auburn Hills, MI 48326  
Office 248-367-6768 Fax 248 370 9358

## Inspection Report

**Occupant Name:** Comfort Suites  
**Address:** 1565 N Opdyke  
**Apt/Suite:**

**Inspection Date:** 06/12/2023  
**Inspection Type:** Followup Inspection  
**Inspected By:** Toss, Jon  
JTOSS@AUBURNHILLS.ORG  
2483646753

### VIOLATIONS

Code	Code Set
General - 315.1	IFC 2015

**Code Text:**  
Storage shall be in accordance with Sections 315.2 through 315.5.

**Comment:**  
First floor stair b closet, laundry storage room.

Illumination required - [BE] 1008.2	IFC 2015
-------------------------------------	----------

**Code Text:**  
The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied.

Exceptions:

Occupancies in Group U.

Aisle accessways in Group A.

Dwelling units and sleeping units in Groups R-1, R-2 and R-3.

Sleeping units of Group I occupancies.

**Comment:**  
Repair emergency lights near stairway b first floor.

**Code Text:**

Where required for compliance with the provisions of this code, devices, equipment, systems, conditions, arrangements, levels of protection or other features shall thereafter be continuously maintained in accordance with applicable NFPA requirements or as directed by the fire code official.

**Comment:**

System in alarm and silenced, fire watch required until repaired. Fire watch log shall be submitted to fire dept. upon termination of fire watch

**Violation: - VIOLATION  
Violation**

Local

**Code Text:****Comment:**

Emergency egress plans not on doors of guest rooms. Fire extinguisher cabinet glass broken on first floor. Fire doors do not close and latch, second floor stair a, third floor stair b. Fire door from breakfast area to pool area is missing hardware and does not latch. Fire door to pool area has improper hardware, replace with listed hardware. Fire doors missing caps on crash bars.

**Electrical Service-Clearance - 3.1  
Electrical Service Clearance**

Local

**Code Text:**

A working space of not less than 30 inches in width, 36 inches in depth and 78 inches (1981 mm) in height shall be provided in front of electrical service equipment. No storage of any materials shall be located within the designated working space. F605.3

**Comment:**

Electrical rooms, second and third floors.

**Emergency Egress Lighting Required - 2.4 B**

Local

**Code Text:**

The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied. F1006.1

**Comment:**

Emergency lights are out in following areas. Near room 127 In pool area

**Fire Extinguishers-Distribution - 4.1  
Fire Extinguishers - Distribution**

Local

**Code Text:**

Minimal size of extinguishers for light or ordinary hazard occupancies shall be not less than 2A. Maximum travel distance to an extinguisher shall not exceed 75 feet. For further coverage requirements, refer to NFPA 10, tables 3-2.1 and 3-3.1 and IFC table 906.3. F906.3

**Comment:**

Fire extinguisher in pool area is behind a plexiglas door and is not accessible.

**Code Text:**

Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

**Comment:**

Fire door in pool area needs panic hardware replaced or fixed.

**Exit Signs-Required - 2.3 C**

Local

**Code Text:**

Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in an exit access corridor is more than 100 feet (30 480 mm) from the nearest visible exit sign. F1011.1

**Comment:**

Exit sign leading into pool is there but it is loose and barely attached to wall.

**Testing and Inspection - 72-10**

Local

**Code Text:**

The inspection, testing, and maintenance of fire alarm systems shall comply with the requirements of NFPA 72, Chapter 10.

**Comment:****Testing-Detection System - 4.5**

Local

**Testing - Detection System****Code Text:**

Fire alarm equipment, including control equipment, batteries, detectors and notification equipment shall be inspected and tested according to NFPA 72, Chapter 14. System components shall be inspected monthly, quarterly, semi-annually, or annually in accordance with table 14.3.1.

**Comment:**

Fire Alarm system is out of service and the hotel has been on a fire watchg since June 2022. Initial plans were denied by FSCI. Waiting on re submittal.

**INSPECTION NOTES**

Nothing has been done for any violations.

**Thank you for your cooperation in keeping your business and our community safe!**



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: JULY 24, 2023

AGENDA ITEM NO 9A

COMMUNITY DEVELOPMENT

**To:** Mayor and City Council

**From:** Thomas A. Tanghe, City Manager; Stephen Baldante, Director of Public Works; Steven J. Cohen, AICP, Director of Community Development; and Devin Lang, Construction Coordinator/Assistant to the Director of Community Development

**Submitted:** July 18, 2023

**Subject:** Motion – Accept the Introduction of the Resolution for the Proposed Street Name Change of Phillips Road to Bald Mountain Road, North of Walton Boulevard and Set the Public Hearing for Adoption at the Meeting of August 7, 2023

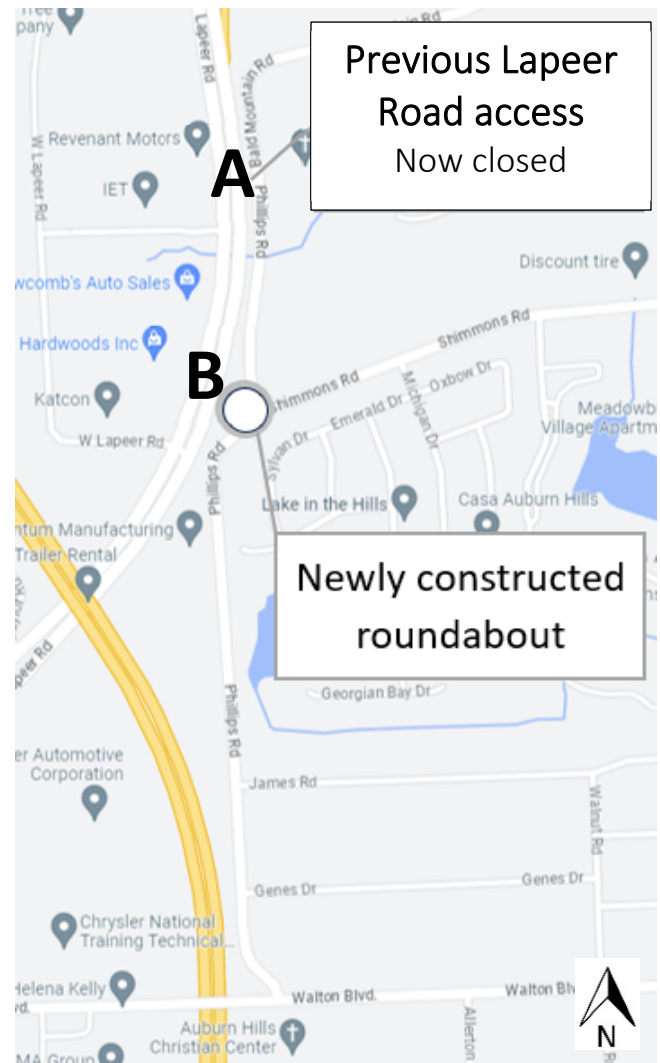
## INTRODUCTION

The City has initiated the process of changing the name of Phillips Road to Bald Mountain Road per the rules and procedures outlined in Section 62-4(b) of the Auburn Hills Code of Ordinances. After introducing the enclosed resolution and before its adoption, it would be appropriate for the City Council to schedule a public hearing for August 7, 2023, to hear comments from interested parties on the proposed change.

## WHY IS THIS CHANGE BEING PROPOSED?

This resolution is being introduced for public health and safety reasons, along with enhancing wayfinding for motorists and delivery services. The City has recently taken action to improve the traffic circulation in this area by closing the former Lapeer Road vehicular access point across from the Auburn Hills Church of Christ (A); and constructing the new roundabout that connects Phillips Road, Simmons Road, and Lapeer Road (B).

**The closure of the existing intersection has prompted the need to rename the portion of Phillips Road north of the new roundabout to Bald Mountain Road. Failure to initiate the renaming of this portion of Phillips Road to Bald Mountain Road would result in a street that changes its name mid-block, causing confusion for emergency services and wayfinding difficulties for the public.** Exhibit A provided in the packet shows that the proposed street name change would impact the addresses of eight residential parcels, three utility identifications, and one church.



*Map showing the location of the two intersections*

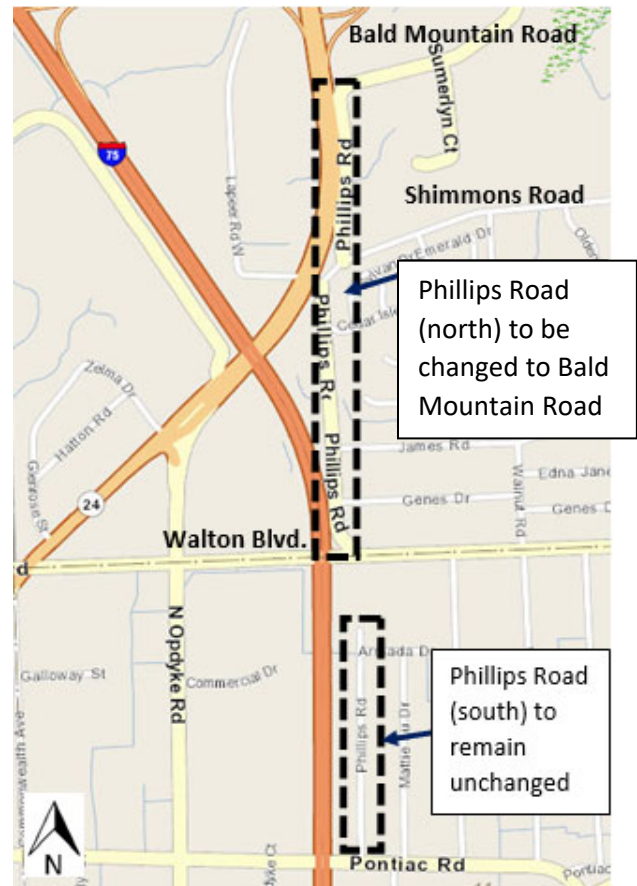


### WHY IS THE CHANGE ALSO PROPOSED SOUTH OF THE NEW ROUNDABOUT TO WALTON BOULEVARD?

As proposed, the portion of Phillips Road to be renamed to Bald Mountain Road will begin at Walton Boulevard, continue through the roundabout, and into the existing Bald Mountain Road. **Today, there are currently two Phillips Road segments in the City that have no connectivity to one another.**

- The first Phillips Road segment (south segment) originates at Pontiac Road and terminates at Armada Drive. This segment does not connect to Walton Boulevard due to the positioning of the Auburn Hills Christian Center. **The proposed change will not impact this section of Phillips Road.**
- The second Phillips Road segment (north segment) originates at Walton Boulevard and ends at the former intersection of Phillips Road, Bald Mountain Road, and Lapeer Road, which has been closed permanently.

**Staff recommends renaming this second Phillips Road segment (north segment), making Bald Mountain Road a continuous north-to-south thoroughfare between Walton Road and Dutton Road.** This change would assist in rapid property identification by emergency first responders and improve traffic navigation for the general population. Renaming the segment of Phillips Road between Walton Boulevard and the new roundabout will not impact any residential or business addresses. **The Police and Fire Departments also support this change, as the proposed street renaming would ensure that resources are routed to the correct location and not mistakenly sent to the wrong segment of Phillips Road.**



**Map showing the location of the two disconnected Phillips Road segments**

### STAFF RECOMMENDATION

Staff recommends the renaming of this portion of the roadway as proposed. Exhibit A is included in the packet, which illustrates the proposed change. Per Ordinance requirements, a public hearing notice will be published in the Oakland Press and sent to property owners with addresses directly impacted by street renaming at least ten days before the August 7, 2023 City Council meeting.

### RECOMMENDED ACTION

***“Move to accept the introduction of the attached resolution for the proposed street name change of Phillips Road to Bald Mountain Road, north of Walton Boulevard, and set the public hearing for adoption at the meeting of August 7, 2023.”***

I CONCUR:

**BRANDON SKOPEK, ASSISTANT CITY MANAGER**

**CITY OF AUBURN HILLS  
RESOLUTION APPROVING THE PROPOSED STREET NAME CHANGE  
OF PHILLIPS ROAD FROM BALD MOUNTAIN ROAD,  
NORTH OF WALTON BOULEVARD**

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, at 7:00 p.m. on the 7th day of August 2023, the following resolution was offered by Councilperson \_\_\_\_\_ and supported by Councilperson \_\_\_\_\_:

WHEREAS, the City of Auburn Hills has initiated action to rename the public road from Phillips Road to Bald Mountain Road, north of Walton Boulevard;

WHEREAS, a roundabout was constructed at the previous intersection of Phillips Road and Shimmons Road, connecting this intersection to Lapeer Road;

WHEREAS, the previous vehicle access from Bald Mountain Road to Lapeer Road has been permanently closed;

WHEREAS, the City Council held a public hearing on August 7, 2023 to receive comments and consider the proposed street name change per the City's Code of Ordinances;

WHEREAS, the City Council has determined that renaming the entire length of Phillips Road, north of Walton Boulevard, is in the best interest of public health and safety as it would create a clear and continual street name for the entire public roadway once complete. The new street name would assist in rapid property identification by emergency first responders and improve traffic navigation for the general population.

NOW, THEREFORE, it is hereby resolved that the City Council of the City of Auburn Hills approves and authorizes the renaming of Phillips Road, north of Walton Boulevard. Said portion of the roadway is shown on Exhibit A. The street name change will officially be implemented on October 1, 2023.

AYES:

NAYES:

ABSENT:

ABSTENTIONS:

STATE OF MICHIGAN )

)ss

COUNTY OF OAKLAND )

I, LAURA 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 7th day of August 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 PIERCE  
City Clerk



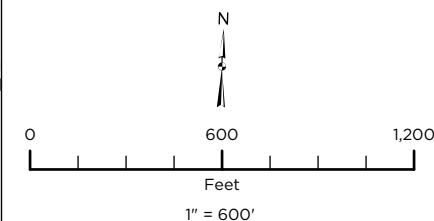
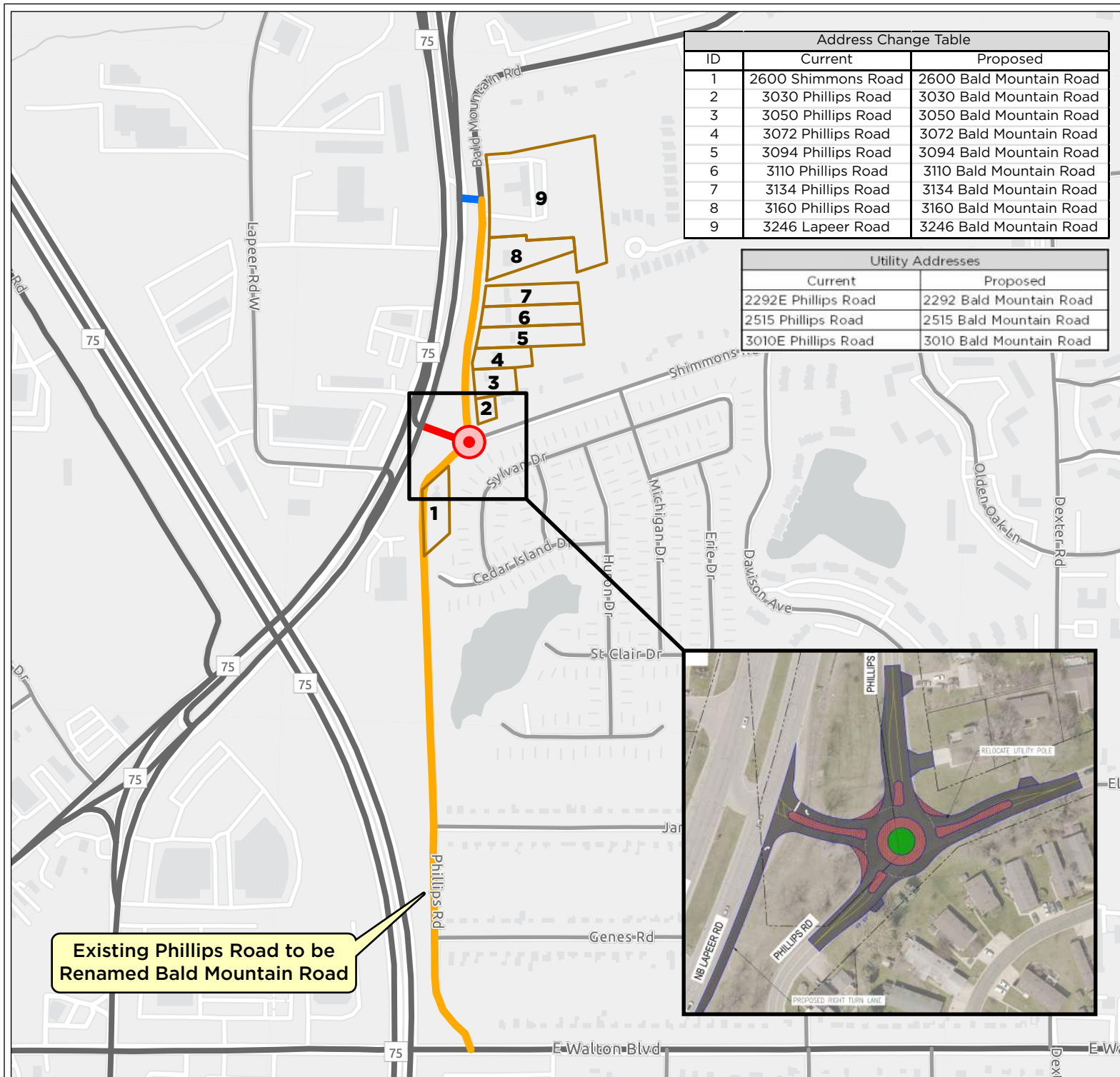
## Proposed Phillips Road Street Name Change to Bald Mountain Road

### EXHIBIT A

- Existing Lapeer Road Connector to be Closed
- New Simmons Road Extension
- Existing Phillips Road Rename to Bald Mountain Road
- New Roundabout
- Parcels

Address Change Table		
ID	Current	Proposed
1	2600 Simmons Road	2600 Bald Mountain Road
2	3030 Phillips Road	3030 Bald Mountain Road
3	3050 Phillips Road	3050 Bald Mountain Road
4	3072 Phillips Road	3072 Bald Mountain Road
5	3094 Phillips Road	3094 Bald Mountain Road
6	3110 Phillips Road	3110 Bald Mountain Road
7	3134 Phillips Road	3134 Bald Mountain Road
8	3160 Phillips Road	3160 Bald Mountain Road
9	3246 Lapeer Road	3246 Bald Mountain Road

Utility Addresses	
Current	Proposed
2292E Phillips Road	2292 Bald Mountain Road
2515 Phillips Road	2515 Bald Mountain Road
3010E Phillips Road	3010 Bald Mountain Road



Source: Data provided by Auburn Hills, Oakland County, OHM Advisors, and Esri. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the mapped features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 Hotine Oblique Mercator Azimuth Natural Origin

Map Published: July 6, 2023





# City Council Public Notice

**DRAFT**

Meeting Date, Time, and Location:	<b>Monday, August 7, 2023, at 7:00 p.m.</b> City of Auburn Hills - City Council Chambers 1827 N. Squirrel Road, Auburn Hills, MI 48326
Project Name:	Resolution to rename an existing street in the City of Auburn Hills from Phillips Road (north of Walton Boulevard) to Bald Mountain Road
General Property Location:	The entire length of Phillips Road from Walton Boulevard to Bald Mountain Road
Applicant:	City of Auburn Hills
City Staff Contact:	Devin M. Lang Construction Coordinator / Assistant to the Director of Community Development (248) 364-6946
<p>Notice will be sent via U.S. Mail to property owners and occupants with mailing addresses directly impacted by the proposed change.</p> <p>Persons wishing to express their views may do so in person at the meeting or in writing addressed to the Auburn Hills City Council c/o Devin Lang, Construction Coordinator, at 1827 N. Squirrel Road, Auburn Hills, MI 48326.</p> <p>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.</p>	



**DRAFT**

**Community Development Department**

1827 N. Squirrel Road – Auburn Hills, MI 48326

Phone: (248) 364-6900

July 25, 2023

RE: **PUBLIC HEARING: PROPOSED STREET NAME CHANGE**

Phillips Road, north of Walton Boulevard - Proposed to be changed to Bald Mountain Road.

Dear Property Owner,

We are notifying you that the City of Auburn Hills has initiated the process of changing the street name of Phillips Road, north of Walton Boulevard, to Bald Mountain Road.

**Reason for the proposed change.** The construction of the roundabout at Phillips Road, Simmons Road, and Lapeer Road connection has prompted this change in the interest of rapid property identification by emergency first responders and improved traffic navigation for the general population. The permanent closure of the former intersection at Lapeer Road requires the City Council's consideration for renaming the portion of Phillips Road north of the new roundabout to Bald Mountain Road as the street name would change mid-block, causing confusion for emergency services and wayfinding difficulties for the public. Exhibit A shows the property addresses impacted by the proposed street name change.

**The City Council will hold a public hearing for the proposed street name change of Phillips Road to Bald Mountain Road, north of Walton Boulevard, on Monday, August 7, 2023, at 7:00 p.m. in the Council Chamber.** All are welcome to attend and provide comments.

Please be advised that if the City Council approves the proposed street name change, the City will send a follow-up letter to the property owners with addresses directly impacted by the change at least 30 days before the change is made effective. The 30-day period is intended to allow the affected property owners time to make necessary arrangements and notify others of their new address. If approved by the City Council, the anticipated effective date of the physical street sign change and future address changes for property owners would be October 1, 2023.

If you have any further questions in advance of the public hearing, please feel free to contact me at (248) 364-6946.

Sincerely,

Devin M. Lang

Construction Coordinator/

Assistant to the Director of Community Development



**DRAFT**

## ***IMPORTANT – ATTENTION NEEDED***

August 8, 2023

RE: **STREET NAME CHANGE**: Phillips Road, north of Walton Boulevard, will be changed to Bald Mountain Road, effective October 1, 2023

Dear Property Owner,

As a follow-up to the public hearing held and action taken by the Auburn Hills City Council on August 7, 2023, we are notifying you that the street name of Phillips Road, north of Walton Boulevard, will officially change to Bald Mountain Road, effective October 1, 2023.

**PLEASE BE ADVISED THAT YOUR ADDRESS WILL CHANGE AS OUTLINED IN THE ATTACHED EXHIBIT A  
(SEE PAGE TWO OF THIS PACKET) - EFFECTIVE OCTOBER 1, 2023**

The United States Postal Service has advised the City of Auburn Hills that you should **NOT** directly change your mailing address with the United States Postal Service. They will handle that switch in their routing system. In addition, the United States Postal Service will permanently forward mail directed to your Phillips Road address to your new Bald Mountain Road address as part of the street name change.

**IMPORTANT – YOU WILL NEED TO NOTIFY OTHERS OF YOUR NEW PROPERTY ADDRESS.** A checklist has been included to assist with this process, which outlines the typical places you would need to contact about your address change.

If you have any further questions, please contact me at (248) 364-6946.

Sincerely,

A handwritten signature in black ink, appearing to read 'Devin M. Lang'.

Devin M. Lang  
Construction Coordinator/  
Assistant to the Director of Community Development





## Address Change Checklist

### People

- ☐ Family Members / Friends
- ☐ Babysitter / Nanny / Tutors

### Occupation / Employment

- ☐ Employer (current & recent past) / Payroll
- ☐ Professional Memberships
- ☐ License & Certification Organizations

### Insurance

- ☐ Health / Dental / Vision
- ☐ Life Insurance
- ☐ Auto Insurance
- ☐ Homeowners / Rental Insurance
- ☐ Liability Insurance

### Medical Professionals

- ☐ Doctor / Specialist / Veterinarian
- ☐ Dentist / Orthodontist

### Financial Institutions / Professionals

- ☐ Financial Planner / Investment Companies
- ☐ Tax Accountant
- ☐ Banks / Credit Unions / Loan Institutions
- ☐ Mortgage Broker
- ☐ Credit Card Companies
- ☐ Online Shopping Accounts
- ☐ Paypal / Payment Services

### Memberships / Organizations / Subscriptions

- ☐ Schools / PTA
- ☐ Places of Worship
- ☐ Neighborhood Association
- ☐ Magazines / Newspapers / Subscriptions
- ☐ Fitness Center
- ☐ Golf Course / Country Club / Social Clubs
- ☐ Charity Groups

### Services

- ☐ Phone / Internet / Cable Provider
- ☐ Gas Company / Power Company
- ☐ Water Department
- ☐ Lawn Care Service
- ☐ Trash Company
- ☐ Cleaning Company
- ☐ Recycling Company

### Government Agencies

- ☐ Secretary of State
- ☐ Internal Revenue Service
- ☐ Voter Registration
- ☐ Social Security
- ☐ N/A Post Office

Note: The City has notified  
the Post Office.

## City of Auburn Hills, Michigan Code of Ordinances - Excerpt

### Sec. 62-4. - Street names.

- (a) *Assigning new street names.* All streets shall be known and designated by the names applied thereto on the map of the city known as the street index map, filed with the community development department. The naming of any new streets shall be proposed as part of a site plan, site condominium plan, land division, or subdivision plat and shall be reviewed and approved as part of the development review process by the city council, after review and recommendation by police, fire and public works departments. The community development department will send notification to amend such map to the appropriate departments as part of the development review process. New street names shall:
- (1) Be easy to understand.
  - (2) Be easy to spell.
  - (3) Not conflict in name or sound with existing street names in the City of Auburn Hills. Two streets may have the same name provided they intersect and one is a dead end with the suffix of Court.
  - (4) Not be longer than 13 characters including abbreviated suffix (i.e. Dr., Ave., St., Pkwy., Blvd.)
  - (5) Not have a meaning that may be offensive or sensitive to any religion, race, creed, or gender.
- (b) **Changing the name of an existing street. The changing of the name of any existing street as shown on the official street index map, shall be done by city council resolution, which resolution shall amend such map. After the introduction of such resolution and before its final adoption, the city council shall hold a public hearing thereon, and shall post or publish notices of such hearing and notification shall also be sent to property owners of record on the affected street at least ten days prior thereto. Naming a new street or changing of the name of any street within a recorded plat shall be done in compliance with state law, when applicable.**

(Ord. No. 360, § 2, 7-15-85; Ord. No. 705, § 1, 12-2-02)

### Sec. 62-5. - Street numbers.

- (a) *Assignment of numbers.* Numbers are assigned according to where the driveway meets the roadway. Numbers are assigned by the community development department according to an adopted system for conformity throughout the City of Auburn Hills.
- (b) *Front entrances.* The owners or occupants of all buildings in the city shall bear a distinctive street number and shall cause the correct numbers to be placed on the front at or near the front entrance of the premises thereon in accordance with and as designated upon the street index map on file in the community development department.
- (c) *Rear entrances.* All residential owners having a street or alley entrance in the rear of said premises shall cause the street numbers to be placed on the rear door or adjacent to the rear entrance of such structure in accordance with and as designated upon the street index map on file in the community development department. The owners and/or occupants of all non-residential buildings in the city shall cause the correct name and street numbers to be placed on the rear door or adjacent to the rear entrance of such structures in accordance with and as designated upon the street index map on file in the community development department. Names and numbers shall be placed in such a position as to be plainly visible from the alley, service drive, easement, parking lot, or any other rear access.
- (d) *Regulations of numbers/letters.* Displayed numbers and letters shall be of a minimum of four inches in height for any structure and shall contrast with their background. The numbers/letters may be composed of standard manufactured letters and numbers, but, if painted on, must be applied with standard type number and letter stencil. Such numbers shall face the street and be adjacent to the principle entrance, and in such a position as to be plainly visible from the street, alley, service drive, easement, parking lot, or any other rear access.

(Ord. No. 360, § 2, 7-15-85; Ord. No. 705, § 2, 12-2-02)



WE JUL 12 '23 PM 2:50

July 6, 2023

Lisa Felice  
Executive Secretary  
Michigan Public Service Commission  
7109 W. Saginaw Hwy.  
Lansing, Michigan 48917

**Re: DIRECTV, LLC (DIRECTV) Annual Video Report**

DIRECTV, LLC ("DIRECTV") hereby submits its Annual Video Report to the Michigan Public Service Commission and franchising entities under Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended, or "Video Act"). A copy of the report is being provided to the Clerk in each of the Michigan communities where DIRECTV has a local franchise agreement for U-verse video service. These are the same communities previously served by Michigan Bell Telephone Company ("AT&T Michigan").

We respectfully request the Commission to accept this report. Questions regarding this report can be directed to me as follows:

DIRECTV  
Legal/External Affairs  
2260 E. Imperial Hwy.  
El Segundo, CA 90245  
e-mail: [scott.alexander@directv.com](mailto:scott.alexander@directv.com)  
telephone: (214) 202-3185

Sincerely,

Scott J. Alexander  
Senior Director – External Affairs

Enclosure

cc: Ryan McAnany - MPSC



July 6, 2023

**DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan**

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission ("MPSC" or "Commission") and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

On or about August 11, 2021, each of the 341 municipalities served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreement ("Agreement") was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T. As required by the transfer process established by the Video Act, each local entity was provided with an Attachment 2 form to their Agreement.

DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides. Existing customers can continue to enjoy the same high-quality U-verse video service without the need for any additional action on their part.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 242 National HD channels
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers and 24/7 online
- Online customer service and technical support is available at <https://www.att.com/support/topic/u-verse-tv/>

CITY CLERK  
CITY OF AUBURN HILLS  
1827 N.SQUIRREL ROAD  
AUBURN HILLS, MI 48326

**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF  
HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
DTE ELECTRIC COMPANY  
CASE NO. U-21353**

- DTE Electric Company requests Michigan Public Service Commission's approval to commence a renewable energy cost reconciliation proceeding for the 12-month period ended December 31, 2022.
- The information below describes how a person may participate in this case.
- You may call or write DTE Electric Company, One Energy Plaza, Detroit, Michigan 48226-1279, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets).
- A pre-hearing will be held:

**DATE/TIME:**      **Thursday, August 17, 2023 at 10:30 AM**

**BEFORE:**        **Administrative Law Judge Sally Wallace**

**LOCATION:**      **Video/Teleconferencing**

**PARTICIPATION:**      Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov) in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) June 30, 2023 application requesting the Commission to: 1) approve DTE Electric's proposed Transfer Prices for DTE Electric Renewable Energy Contracts and Company-owned Renewable Energy Systems the Commission approves; 2) determine that DTE Electric's 2022 Renewable Cost Reconciliation and DTE Electric's 2008 PA 295 revenues collected and costs incurred in 2022 are reasonable and prudent and meet all relevant requirements under 2008 PA 295, as amended; 3) reconcile the pertinent revenues recorded and the allowance for the nonvolumetric Revenue Recovery Mechanism with the amounts actually expensed and projected according to DTE Electric's proposed Amended Renewable Energy Plan (REP), including: a) determine that DTE Electric is in compliance with the Renewable Energy Standards of 2008 PA 295, b) ensure that the retail rate impacts under DTE Electric's Renewable Cost Reconciliation Revenue Recovery Mechanism do not exceed the maximum retail rate impacts specified under Section 45 of 2008 PA 295 (MCL 460.1045); c) ensuring that DTE Electric's Revenue Recovery Mechanism is projected to maintain a minimum balance of accumulated reserve so that a regulatory asset does not accrue; d) maintaining DTE Electric's existing Revenue Recovery Mechanism and approved surcharge amounts to ensure DTE Electric's recovery of its Incremental Cost of Compliance with the Renewable Energy Standards; e) approve the prices per MWh for renewable energy capacity and advanced cleaner energy capacity and for renewable energy and advanced cleaner energy to be recovered through DTE Electric's Power Supply Cost Recovery clause under MCL 460.6j; f) determine that it is not

necessary or appropriate at this time to adjust DTE Electric's minimum balance of accumulated reserve funds; g) where DTE Electric has recorded a regulatory liability in any given month, approve DTE Electric's proposed treatment of interest on the regulatory liability balance; 4) determine that DTE Electric's actions with respect to its Amended RFP are reasonable and determine that its proposed Renewable Energy Plan surcharges should continue; 5) maintain its existing rates and charges in the manner described as proposed by DTE Electric; 6) grant DTE Electric regulatory authority and approvals as proposed, included but not limited to approval of DTE Electric's request that 258,168 Energy Credits be transferred at zero cost from DTE Electric's inventory of Energy Credits to, and used for compliance with its Amended RFP, in accordance with DTE Electric's Amended RFP, MCL 460.1028(5) (former Section MCL 460.1027), and the Commission's Order in Case No. U-16357; and 7) grant DTE Electric further additional relief, as the Commission may deem suitable and appropriate.

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

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by August 10, 2023. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Paula Johnson-Bacon, One Energy Plaza, Detroit, MI 48226.

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

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21353**. Statements may be emailed to: [mpscdockets@michigan.gov](mailto:mpscdockets@michigan.gov). Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

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

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

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; 2008 PA 295, MCL 460.1001 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

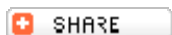
**Pierce, Laura**

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**From:** Michigan Dept of Transportation <MDOT@govsubscriptions.michigan.gov>  
**Sent:** Friday, July 14, 2023 12:14 PM  
**To:** Pierce, Laura  
**Subject:** Carpool lot closing in Auburn Hills in Oakland County



Having trouble viewing this email? [View it as a Web page.](#)



**FOR IMMEDIATE RELEASE**

**MEDIA CONTACT**

July 14, 2023

Diane Cross

[CrossD2@Michigan.gov](mailto:CrossD2@Michigan.gov)

## **MDOT carpool lot in Auburn Hills in Oakland County closing July 30**

**AUBURN HILLS, Mich.** - The Michigan Department of Transportation (MDOT) carpool parking lot at [178 Lake Village Blvd. in Auburn Hills](#) is closing permanently on Sunday, July 30.

**County:**

Oakland

**Location:**

178 Lake Village Blvd.



Auburn Hills, MI 48326

**Closest city:**

Auburn Hills

**Closure date:**

Sunday, July 30, 2023

11 p.m.

**Alternative MDOT carpool lots:**

Auburn Hills:

Meijer

[800 Brown Road](#)

Auburn Hills, MI 48326

Clarkston:

[6731 Sashabaw Road](#)

Independence Twp, MI 48348

**Details:**

MDOT will be closing the Auburn Hills - West carpool parking lot due to low use. Any vehicle remaining in this lot after 11 p.m. Sunday, July 30, will be towed. Please use one of the alternative carpool parking lots listed above.

###

Driving safely in work zones saves lives! Protect MI work zones by [taking the pledge](#). [www.twitter.com/MDOT\\_MetroDet](https://www.twitter.com/MDOT_MetroDet) | [www.facebook.com/MichiganDOT](https://www.facebook.com/MichiganDOT) | [www.youtube.com/MichiganDOT](https://www.youtube.com/MichiganDOT)

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Michigan Department of Transportation  
Serving and connecting people, communities, and the economy through transportation.  
[www.Michigan.gov/MDOT](http://www.Michigan.gov/MDOT) | [www.Michigan.gov/Drive](http://www.Michigan.gov/Drive) | [Contact MDOT](#)

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This email was sent to lpierce@auburnhills.org using GovDelivery Communications Cloud on behalf of: Michigan DOT · 425 W. Ottawa St. · Lansing, MI 48909 · 517-373-2090

## Farmers markets offer fresh produce and more in Oakland County



Clarkston Area Farmers Market (Kathy Blake/MediaNews Group file photo)

By **KATHY BLAKE** | [kblake@medianewsgroup.com](mailto:kblake@medianewsgroup.com) | The Oakland Press  
PUBLISHED: July 5, 2023 at 8:00 a.m. | UPDATED: July 5, 2023 at 12:31 p.m.

Farmers markets are open in the area, offering fresh produce, herbs and plants. In addition, some markets host food trucks and musical entertainment. Other items at markets include beauty products, baked foods, canned goods, arts and crafts.

- My Garden Produce and Roasted Corn Farmers Market: 9 a.m.-7 p.m. daily through summer, 3157 Auburn Road, Auburn Hills, currently offering flowers and plants. In the last week of July, the market stand will offer corn and fresh vegetables and fruits, 248-631-9444, Find on Facebook, [bit.ly/38jwSkz](https://bit.ly/38jwSkz).
- Birmingham Farmers Market: 9 a.m.-2 p.m. Sundays, May 7 to Oct. 29, live music, locally grown seasonal produce, artisan baked goods, fresh foods, plants, in Public Parking Lot 6 at 660 North Old Woodward Ave., downtown Birmingham, (free parking on Sundays), 248-530-1200, [ALLINBirmingham.com/FarmersMarket](http://ALLINBirmingham.com/FarmersMarket).
- Clarkston Area Farmers Market: 9 a.m.-1 p.m., Saturdays June 10 to Oct. 14 in the front parking lot at the Clarkston Community Education Center, 6558 Waldon Road, Clarkston, features live music, [clarkstonareafarmersmarket@gmail.com](mailto:clarkstonareafarmersmarket@gmail.com), [clarkstonareafarmersmarket.com](http://clarkstonareafarmersmarket.com).
- The Farmstand: 9 a.m.-1 p.m. Sundays, May 7 to Nov. 5, at Clawson City Park, 1080 N. Custer (in the parking lot off Elmwood between Main and Crooks Road). Summer Sunday Park Market with Craft and Flea Market is 9 a.m.-1 p.m. July 10, July 23, Aug. 13, Aug. 27, [www.cityofclawson.com/your\\_community/farmers\\_market.php](http://www.cityofclawson.com/your_community/farmers_market.php).
- Farmington Farmers and Artisans Market: 9 a.m.- 2 p.m. Saturdays, May 6 to Nov. 4, at Walter E. Sundquist Pavilion, 33113 Grand River Ave., at Grove St., 248-473-7276 ext. 13, [farmingtonfarmersmarket.com](http://farmingtonfarmersmarket.com).
- Fenton Farmers Market: 5-8 p.m. Thursdays, May 18 to Sept. 21, in front of the Fenton Community & Cultural Center, 150 S. Leroy St., Fenton, [facebook.com/fentonmarket](https://facebook.com/fentonmarket), [slpr.net](http://slpr.net), pets are not allowed in market space.
- Highland Farmers Market: 9 a.m.-1 p.m. Saturdays, June 17 to Oct. 7 in downtown Highland, at the corner of Milford Road and M-59/Highland Road, 313-753-2756, [highlandfarmmarket.com](http://highlandfarmmarket.com), [www.facebook.com/HighlandFarmersMarketMichigan](https://www.facebook.com/HighlandFarmersMarketMichigan).
- Holly Farmers Market: 10 a.m.-2 p.m. Sundays, May 7 to Oct 22 at Crapo Park, downtown Holly, [hollyfarmersmarket.weebly.com](http://hollyfarmersmarket.weebly.com), [facebook.com/HollyFarmers](https://facebook.com/HollyFarmers).
- Milford Farmers Market: 3-7 p.m. Thursdays, May 11 to Oct. 12, at 115 E Liberty St, in downtown Milford, fresh produce, live music, family activities, [milfordvendor@gmail.com](mailto:milfordvendor@gmail.com), [milfordfarmersmarket.org](http://milfordfarmersmarket.org).
- Northville Farmers Market: 8 a.m.-3 p.m., Thursdays, May 4 to Oct. 26, the corner of 7 Mile and Center St., across from the Northville Downs Track, 248-349-7640, [northville.org/farmers-market-vendors](http://northville.org/farmers-market-vendors).
- Oakland County Farmers Market: 7 a.m.-1:30 p.m. Tuesdays, Thursdays and Saturdays, (summer market hours), at 2350 Pontiac Lake Road, Waterford Twp., [OaklandCountyParks.com](http://OaklandCountyParks.com), [www.facebook.com/OaklandCountyFarmersMarket](https://www.facebook.com/OaklandCountyFarmersMarket), 248-858-5495.

- Oak Park Farmers Market: 9 a.m.-2 p.m. Wednesdays, July 5 to Sept. 27, Oak Park High School, 13701 Oak Park Blvd., Oak Park, EBT, Double Up Food Bucks, Market Fresh, 248-691-2357, [oakparkmi.gov](http://oakparkmi.gov).
- Ortonville Farmers Market: 9 a.m.- noon, Saturdays, June 17 to Sept. 30, downtown Ortonville, email [hfulghum64@gmail.com](mailto:hfulghum64@gmail.com), [facebook.com/ortonvillefarmersmarket](https://facebook.com/ortonvillefarmersmarket).
- Davis Family Farmers Market: 9 a.m.-2 p.m. Saturdays, May 13 to Oct. 28, at Seymour Lake Township Park, 2795 Seymour Lake Road, Oxford, [oxparkrec.org](http://oxparkrec.org).
- Downtown Rochester Farmers Market: 8 a.m.-1 p.m. Saturdays May 6 to Oct. 28 at the corner of E. Third and Water Street, one block east of Main Street, [Downtownrochestermi.com](http://Downtownrochestermi.com), 248-656-0060.
- Royal Oak Farmers Market: 7 a.m.-1 p.m. Saturdays, year-round, 316 E. 11 Mile, Royal Oak, 248-246-3276, [romi.gov/farmersmarket](http://romi.gov/farmersmarket). Antiques and Collectibles show is 8 a.m.-3 p.m. Sundays.
- South Lyon Farmers and Artisans Market: 9 a.m.-2 p.m. Saturdays, May 6 through October at the northwest corner of Lafayette and Liberty Street, 110 W Liberty St. downtown South Lyon, 248-388-7404, [southlyonfarmersmarket.org](http://southlyonfarmersmarket.org), [www.facebook.com/SouthLyonFarmersandArtisansMarket/](https://www.facebook.com/SouthLyonFarmersandArtisansMarket/)
- Troy Farmers Market: 11 a.m.-3 p.m. Fridays, June 16 to Sept. 29, at Jeanne M. Stine Community Park, 241 Town Center Drive, adjacent to the Skate Park, Troy, seasonal Michigan grown fruits and vegetables, flowers and products, food trucks, musical entertainment, 248-524-1147, [troymi.gov/farmersmarket](http://troymi.gov/farmersmarket), [facebook.com/TroyMIFarmersMarket](https://facebook.com/TroyMIFarmersMarket).
- Walled Lake Farmers Market: 8 a.m.-2 p.m. Wednesdays, May 3 to October, at the Walled Lake City Event Field, 1499 E. West Maple, Walled Lake, 248-624-4847, [walledlake.us](http://walledlake.us), [facebook.com/WalledLakeFarmersMarket](https://facebook.com/WalledLakeFarmersMarket).

## OCC to hold adult student event offering free tuition



OCC will hold an event promoting the Reconnect to Campus event later in July that is open to all county 10th graders. (Oakland County)

By **MATTHEW FAHR** | [mfahr@medianewsgroup.com](mailto:mfahr@medianewsgroup.com) | The Oakland Press  
PUBLISHED: July 7, 2023 at 6:22 a.m. | UPDATED: July 7, 2023 at 1:07 p.m.

A Reconnect on Campus event will be held from 6:30 p.m. to 8 p.m. on the Oakland Community College Auburn Hills campus. At this event, OCC alumni will share their experiences and, along with staff, provide tips on how to be a successful adult student.

To qualify for free tuition through the Michigan Reconnect program, Michigan residents must meet the following criteria:

- At least 25 years of age
- U.S. citizen or eligible non-citizen
- Hold a high school diploma or GED
- Do not currently hold a college or university degree
- Students are required to earn a minimum of 12 credit hours in a 12-month period.

More than 18,000 participants in the Michigan Reconnect program have returned to college to begin or finish their degree since February 2021, including more than 3,100 OCC students.

OCC will also host virtual information sessions where attendees can learn about the program and what OCC has to offer from certificates to transferable associate degrees.

"We had more than 160 Reconnect students graduate this year, and many indicated that this program was the incentive they needed to start or go back to college and complete their academic journey," said OCC Chancellor Peter Provenzano.