



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

AUGUST 2024

DAY	TITLE	TIME	LOCATION
6	Election Day	7:00 AM - 8:00 PM	All Polling Locations
8	Zoning Board of Appeals	7:00 PM	CANCELED
12	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
12	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
12	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
13	Tax Increment Finance Authority	4:00 PM	Fieldstone Golf Course 1984 Taylor Rd.
14	Planning Commission	6:30 PM	CANCELED
19	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
20	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
26	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
27	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 Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 48 hours prior to the meeting. Staff will be pleased to make the necessary arrangements. PLEASE BE ADVISED, DUE TO A LACK OF AGENDA ITEMS, SOME MEETINGS MAY BE CANCELED.



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

SEPTEMBER 2024

DAY	TITLE	TIME	LOCATION
9	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
9	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
10	Tax Increment Finance Authority Informational Meeting	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Pension Board/Retiree HealthCare	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
12	Zoning Board of Appeals	7:00 PM	Council Chamber 1827 N. Squirrel Road
16	Downtown Development Authority	5:15 PM	Administrative Conference Room 1827 N. Squirrel Road
17	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
23	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
23	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road

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



CITY OF AUBURN HILLS
MONDAY, AUGUST 26, 2024
Regular City Council Meeting ♦ 7:00 PM

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

- 1. MEETING CALLED TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF COUNCIL**
- 4. APPROVAL OF MINUTES**
 - 4a. City Council Workshop Minutes, August 12, 2024.
 - 4a. City Council Regular Meeting Minutes, August 12, 2024.
- 5. APPOINTMENTS AND PRESENTATIONS**
 - 5a. Proclamation in recognition of the service of Bob Kittle.
- 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 approve the correction of funding for the 2025 TIF District B Road Program Design.
 - 7b. Motion – To award a contract for the River Woods Park boardwalk wood replacement.
- 8. UNFINISHED BUSINESS**
- 9. NEW BUSINESS**
 - 9a. Public Hearing/Motion – To adopt a resolution vacating a portion of Shimmons Road right-of-way.
 - 9b. Public Hearing / Motion – To adopt an ordinance to amend Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code on second reading.
 - 9c. Motion – To award the Construction Contract for the 2024 M-24 (Lapeer Road) Improvements.
- 10. COMMENTS AND MOTIONS FROM COUNCIL**
- 11. CITY ATTORNEY REPORT**
- 12. CITY MANAGER REPORT**
- 13. CLOSED SESSION**
 - 13a. Motion – To meet in closed session to discuss labor negotiations pursuant to MCL 15.268(1)(c) of the Open Meetings Act.
- 14. ADJOURNMENT**

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



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 4A

CITY COUNCIL



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

AUGUST 12, 2024

CALL TO ORDER: Mayor Marzolf at 5:30 PM

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

Present: Mayor Marzolf, Council Members Ferguson, Fletcher, Hawkins, Knight, McDaniel, and Verbeke

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Community Development Director Cohen, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Mgr of Public Utilities Deman, Finance Director Schulz, Deputy Treasurer Vittone, Accountant Faulk, Assistant to the Manager Hagge, Engineer Driesenga

0 Guests

Workshop Topic: Capital Improvement Plan

Mr. Baldante presented the five-year Capital Improvement Plan. He discussed the City's assets which include roads, water and sewer mains, sewer and storm manholes, catch basins, and hydrants. He explained the maintenance involved and the equipment used to maintain each asset.

Mr. Baldante shared that it is a tough environment right now. Project estimates are coming in well above what was expected and contractors have full schedules. He discussed the impact on the general fund. He listed the municipal properties projects and noted that some of those projects will be included in the TIFA budget. In discussing the SAD projects, he noted that there will be a balancing act of what projects will stay and what projects will be pushed further out.

Pathways were discussed. It was noted that new pathways add to the infrastructure which add additional maintenance costs. It was suggested that until the economy resets, the focus should be on maintaining what we currently have as opposed to building new. The parking garage extension is new, however it is needed because the City is building a downtown and it is a must have at this point.

Council discussed the PASER rating for the roads which is targeted at 6. The decision on each road will be based on evaluations of the road and funding options. Staff will prioritize the projects based on the conversations held at the workshop and will explore grant opportunities for the projects.

The meeting adjourned at 6:45 PM.

Brian W. Marzolf, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 4B

CITY COUNCIL



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

AUGUST 12, 2024

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

PLEDGE OF ALLEGIANCE:

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

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

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Community Development Director Cohen, Asst to Dir./Construction Coord. Lang, Economic Development Mgr Carroll, DPW Director Baldante, Mgr of Fleet & Roads Hefner, Finance Director Schulz, Deputy Treasurer Vittone, Accountant Faulk, Assistant to the Manager Hagge, Engineer Driesenga

8 Guests

A workshop session was held prior to the regular City Council meeting at 5:30 PM. Workshop Topic: Capital Improvement Plan

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, July 15, 2024.

Moved by Knight, Seconded by Ferguson.

RESOLVED: To approve the City Council Regular Meeting Minutes of July 15, 2024.

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

No: None

Resolution No. 24.08.116

Motion Carried (7 - 0)

4b. City Council Special Meeting Minutes, July 19, 2024

Moved by Knight, Seconded by Fletcher.

RESOLVED: To approve the City Council Special Meeting Minutes of July 19, 2024.

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

No: None

Resolution No. 24.08.117

Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS

6. PUBLIC COMMENT

There was no public comment.

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, July 9, 2024

7a2. Planning Commission Special Meeting, July 31, 2024

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

7b. Motion – To designate Stephanie Carroll, Economic Development Manager, as the official representative to cast the vote at the annual Michigan Municipal League meeting.

RESOLVED: To designate Stephanie Carroll, Economic Development Manager, as the official representative for the City of Auburn Hills to cast the vote at the Annual Meeting of the Michigan Municipal League on September 11, 2024.

7c. Motion – To approve the Auburn Hills & Bloomfield Township Water Interconnection Agreement.

RESOLVED: To authorize the City Manager to execute the Water Interconnection Agreement between Auburn Hills & Bloomfield Township.

7d. Motion – To amend the 2024 budget increasing the 2024 budget transfers from General Fund to both the Major and Local Roads Funds.

RESOLVED: To amend 2024 General Fund Street improvement department increasing appropriations \$2,770,000 and amend the Major Road Fund increasing revenues \$480,000 and amend the Local Road funds increasing revenues \$2,290,000.

7e. Motion – To amend General Fund Departments Interfund Vehicle appropriations and Fleet Fund revenue.

RESOLVED: To amend the 2024 General fund departments as listed increasing appropriations \$366,898 for interfund vehicle charges and to amend Fleet Funds increasing revenue \$366,898.

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

RESOLVED: To amend the General Fund departments as well as the Major, Local, Water and Sewer, Fleet, and Golf funds increasing or decreasing appropriations for each department as stated above. (Attachment A)

7g. Motion – To receive and file the Mariner Consulting 2nd quarter Cash Management Investment Performance Review.

RESOLVED: To receive and file the Mariner Consulting 2nd quarter Cash Management Investment Performance Review.

7h. Motion – To adopt the Abandoned Property for Accelerated Forfeiture Act Public Act 132 of 1999.

RESOLVED: To adopt the attached resolution allowing the City to participate in the Accelerated Tax Foreclosure Process. (Attachment B)

7i. Motion – To approve the purchase of network switches for the Public Safety Building.

RESOLVED: To approve the purchase of seven Cisco Catalyst 1300-48FP-4X network switches and supporting equipment from CDW-G under MiDEAL contract number 071B6600110 in an amount not to exceed \$17,945.64.

7j. Motion – To approve Traffic Control Order NP-06.

RESOLVED: To adopt the recommended amendments to Traffic Control Order NP-06, restricting parking to a two-hour time limit for on-street parking between the hours of 8:00 am and 6:00 pm,

on Auburn Road (between Churchill Rd. and Oakmont Rd.), on North Squirrel Road (between Auburn Rd. and Parkways Blvd.), limiting on-street parking to two-hours per day in designated on-street parking spaces by enacting an anti-shuffling ordinance, and removing the two-hour parking restriction for parking spaces within the municipal lot on Grey Road and Auburn Road east of 3388 Auburn Road. (Attachment C)

7k. Motion – To approve the purchase a replacement Tandem Axle Dump Truck.

RESOLVED: To approve the purchase of a 2026 tandem axle cab and chassis from Wolverine Freightliner Eastside, Mt. Clemens, Michigan in the amount of \$125,299.00, and the truck build from Truck & Trailer Specialists, Howell, Michigan in the amount of \$165,015.00 for a total of \$290,314.00.

7l. Motion – To approve a Utility Crane Truck Upfit for a 2024 RAM 5500 Chassis.

RESOLVED: To approve the utility crane truck upfit by Truck & Trailer Specialists, Howell, Michigan in the amount of \$66,775.

7m. Motion – To amend the 2024 Major Roads and Fleet Funds.

RESOLVED: To amend Major Road Fund increasing appropriations by \$133,813.51, Fleet Fund increasing appropriations by \$391,369.53, and Capital Fund decreasing appropriations by \$375,183.04.

7n. Motion – To authorize the City Manager to execute the grant agreement between the City of Auburn Hills and SEMCOG to develop a Comprehensive Stormwater Management Plan.

RESOLVED: To authorize the City Manager to execute the grant agreement between the City of Auburn Hills and SEMCOG to Create a Comprehensive Stormwater Management Plan.

7o. Motion – To approve the OHM Advisors Scope of Design Services and G2 Geotechnical Services for the 2025 TIF-B Road Program.

RESOLVED: To approve the design contract for the TIFA B Road Program to OHM Advisors, geotechnical services to G2 Consulting and authorize a budget amendment to increase appropriations in the 2024 TIF-B budget as shown in the staff recommendation section of the attached memo. (Attachment D)

Moved by Verbeke, Seconded by McDaniel.

RESOLVED: To approve the Consent Agenda.

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

No: None

Resolution No. 24.08.118

Motion Carried (7 - 0)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To approve the Special Land Use Permit, Site Plan, and Tree Removal Permit / Oakland Christian School - Parking Lot Expansion.

Mr. Cohen presented the request from the Oakland Christian School to expand their parking lot by 79 spaces and to add a parent pick-up and drop off loop. He stated that during this process trees were removed prior to City Council approval and the school has apologized for this procedural error. 87 replacement trees will be added to the site.

Mr. Butler, PEA Group and Susan Brock, Superintendent of Oakland Christian School shared that the removal of the trees was a miscommunication between the school and the contractor FH Passion. The contractor removed the trees during the road project, and they were not aware that the school had not received

permission from the Planning Commission. The trees that were removed, were scheduled to be taken down, once the permit was approved.

Moved by McDaniel, Seconded by Verbeke.

RESOLVED: To accept the Planning Commission's recommendation and approve the Special Land Use Permit, Site Plan, and Tree Removal Permit for The Oakland Christian School – Parking Expansion subject to the conditions of the City's Administrative Review Team.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke
No: None

Resolution No. 24.08.119

Motion Carried (7 - 0)

9b. Motion – To adopt a Resolution setting a Public Hearing for vacation of a portion of Shimmons Road Right-of-way for the August 26, 2024, City Council meeting.

Attorney Roberts explained that in 2024 the Local Improvement Project was approved for the Dexter and Shimmons Roads realignment. This process includes vacating the road which will take place after a Public Hearing has been held.

Moved by McDaniel, Seconded by Fletcher.

RESOLVED: To adopt a Resolution setting a City Council Public Hearing on the vacation of a portion of the Shimmons Road Right-Of-Way for the City Council meeting on August 26, 2024. (Attachment E)

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke
No: None

Resolution No. 24.08.120

Motion Carried (7 - 0)

9c. Motion – To accept the First and Second Quarter 2024 Monitoring Network Review Summaries for the Oakland Heights Development Landfill.

Mr. Foerg, consultant for the Oakland Heights Development, shared his concerns with water seeping into the secondary collection system. It does not appear to be coming from the landfill itself but should be corrected.

Mr. Moore stated that the water is collecting in the secondary collection system. The water has been tested and it is clean. This issue should be resolved within the next six weeks.

Moved by Ferguson, Seconded by Hawkins.

RESOLVED: To accept the First and Second Quarter 2024 Monitoring Network Review Summaries prepared by Environmental Consulting Solutions for the Oakland Heights Development Landfill.

VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke
No: None

Resolution No. 24.08.121

Motion Carried (7 - 0)

9d. Motion – To approve the OHM Advisors Scope of Design Services and G2 Geotechnical Services for the Butler Road Improvements.

Mr. Hefner provide an overview to the road conditions on Butler Road. In order to make the necessary improvements, a new 27 foot wide road will be installed. This new road will include curbs and gutters making it a legal road. The road will require easements, which will not be difficult to obtain and if a pipeline runs

through the easement, the city will maintain that pipe. This improvement will not effect the Galloway Creek Crossing in any way.

Moved by Knight, Seconded by Fletcher.

RESOLVED: To approve the OHM Advisors scope of design services and G2 geotechnical services for the Butler Road Improvements. Also to approve a budget amendment to the 2024 local roads fund in the amount of \$145,000.

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

No: None

Resolution No. 24.08.122

Motion Carried (7 - 0)

9e. Motion – To accept the First Reading of an Ordinance to amend Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code and Set for Public Hearing and Second Reading / Adoption at the Meeting of August 26, 2024.

Mr. Cohen explained that the implementation of this amendment includes an enforced two-hour time limit for on-street parking between the hours of 8:00 AM and 6:00 PM. It will also enact an anti-shuffling ordinance so that cars are not just shuffled from one spot to another to start a new two-hour session.

Moved by Fletcher, Seconded by Ferguson.

RESOLVED: To accept the First Reading of an Ordinance to amend Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code and Set for Public Hearing and Second Reading / Adoption at the Meeting of August 26, 2024.

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

No: None

Resolution No. 24.08.123

Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Knight thanked DPW for filling the cracks on Cherryland and Juniper Streets. He shared his concerns for the Webster not moving along. Mr. Tanghe commented that they have had to stop and reevaluate some things but should be moving along soon.

Ms. Verbeke thanked the Clerk's office for their outstanding job with the August election and shared about the 9 days of early voting. She mentioned that National Night Out was coming up which is sponsored by the Police Department.

Ms. Fletcher stated her appreciation for the beautiful greenery on Squirrel Road between Walton and Brown Roads but asked if the greenery could be trimmed down. She also commented there have been concerns for the proximity of the construction signs on Simmons Road. The signs are too close to the road and people are afraid they are going to hit it.

Mr. Hawkins stated his gratitude for the new radar signs and asked if there will be more around the city. Chief Gagnon commented that there will be more installed on Dexter Road between Walton and University Roads. He also remarked on the UL Solution opening and that it was a great event.

Mayor Marzolf sought clarification regarding parking in the downtown area for those that work or live in the area. Mr. Tanghe stated that they will be notified of the new ordinance by letter and given a 30-day grace period.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

Mr. Tanghe remarked that the UL Solutions company is making a 100 million dollar investment into Auburn Hills. He thanked State Representative Donni Steele, Congresswoman Haley Stevens, and Lieutenant Governor Garland Gilchrest for being present. He stated that it was nice to have the Mobile Secretary of State office on campus for a day and that it is very easy to use. He also shared that there is a great effort that is put into the fiscal budget and while there is a projection of four years, the Capital Improvements project out twenty years.

13. ADJOURNMENT

The meeting was adjourned at 7:41 PM.

Brain W. Marzolf, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A

STAFF RECOMMENDATION

Staff recommends the following amendments to the General Fund departments and other Funds listed be approved to reflect the net increase in appropriations as shown.

<u>Department</u>	<u>Net Amendment</u>	<u>Primary Reason</u>
101-City Council	(1,688.40)	RHC Required Contribution decrease
172-City Manager	43,697.60	Wage increase
215-Clerk	7,450.00	Wage increase
253-Treasurer/Finance	12,882.60	Wage increase
261-General Administration	(182,185.20)	Remove reserve for increases
261-General Administration	(194,207.60)	RHC Required Contribution decrease
265-Facilities	(6,754.62)	RHC Required Contribution decrease
270-Human Resources	7,425.60	Wage increase
301-Police	(12,547.66)	RHC Required Contribution decrease
305-Police Admin	16,767.98	Wage increase
336-Fire Admin	34,625.07	Wage increase, IAFF contract
339-Fire Suppression	279,880.03	IAFF contract wage increase/retro wages
341-Fire Prevention	54,555.55	IAFF contract wage increase/retro wages
371-Building	5,849.79	Wage increase
441-DPW Admin	12,707.79	Wage increase
537-Storm Water	(68,418.40)	Remove Full Time, add Part Time
685-Seniors	9,673.60	Wage increase
703-Community Development	5,875.19	Wage increase
755-Recreation	3,753.00	Wage increase
770-Parks	2,741.00	Wage increase
Total General Funds	\$ 32,082.92	
452-Major Roads	(2,201.21)	RHC Required Contribution decrease
453-Local Roads	(835.81)	RHC Required Contribution decrease
Total Roads	\$ (3,037.02)	
535-Sewer	1,176.60	Pension Required Contribution increase
536-Water	(6,754.62)	RHC Required Contribution decrease
Total Water/Sewer	\$ (5,578.02)	
594-Fleet	(1,688.40)	RHC Required Contribution decrease
753-Golf	4,926.00	Wage increase
	\$ 26,705.48	Total Net Amendment



ATTACHMENT B

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

**RESOLUTION
FOR THE CERTIFICATION OF ABANDONED PROPERTY
FOR ACCELERATED FORFEITURE ACT (PUBLIC ACT 132 OF 1999)**

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the City Council Chamber at 1827 N. Squirrel Road, Auburn Hills, MI 48326 at 7:00 PM, on the 12th day of August, 2024, the following resolution was offered by Council Member Verbeke and seconded by Council Member McDaniel.

WHEREAS, the governing body City of Auburn Hills determines that parcels of abandoned tax delinquent property exists;

WHEREAS, abandoned tax delinquent property contributes to crime, blight, and decay within the City of Auburn Hills;

WHEREAS, the certification of tax delinquent abandoned property as Certified Abandoned Property will result in the accelerated forfeiture and foreclosure of certified property under the General Property Tax Act and return abandoned property to productive use more rapidly, thereby reducing crime, blight, and decay within the City of Auburn Hills.

NOW, THEREFORE BE IT RESOLVED that the Auburn Hills City Council hereby notifies residents and owners of property within the City of Auburn Hills that abandoned tax delinquent property will be identified and inspected and may be certified as Certified Abandoned Property under the certification of the Foreclosure under the General Property Tax Act.

AYES: 7 (Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke)

NAYES: None

ABSENT: None

ABSTENTIONS: None

RESOLUTION ADOPTED

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 12th day of August, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ____ day of August, 2024.

Laura M. Pierce, City Clerk

ATTACHMENT C

CITY OF AUBURN HILLS TRAFFIC CONTROL ORDER

NO PARKING

ORDER NO: NP - 06

DATE OF FILING: _____

IN ACCORDANCE WITH ORDINANCE 678 AS AMENDED, WE HAVE MADE AN INVESTIGATION OF TRAFFIC CONDITIONS ON:

Aimlee Lane

Atlantic

Auburn Road

(Except in designed parking spaces; No parking from 3:00 am to 6:00 am between Churchill and Oakmont)

(Parking will be restricted to a two-hour time limit for on-street parking between the hours of 8:00 am and 6:00 pm between Churchill and Oakmont)

(An anti-shuffling ordinance will prohibit someone from moving their vehicle to a different on-street parking space to start a new two-hour session. On-street parking will be limited to two-hours per day within the downtown district)

Automation Drive

Centre Drive

Collier Road

(from Joslyn to the east for 150 feet, on the north side)

Churchill

Cross Creek Parkway

Doris Road

Dexter Road

(from Walton Blvd. to Shimmons Road)

Executive Hills Blvd.

Featherstone Road

Five Points Drive

Galloway Court

Giddings Road

Great Lakes Crossing

Guanonocque

(on east die for two tenths of a mile)

Harmon Road

(from Giddings to Joslyn Road)

Hempstead

(south side, for 150 feet west of Sheffield)

High Meadow Circle

Hill Road

North Atlantic

Pacific Drive

Paldan

Parklawn	
Pond Run	
Pontiac Road	
Primary	
Rosetta	
Sheffield	(west side, for 125 feet south from Hempstead)
Shimmons Road	(from 500 feet east of Dexter to 300 feet west of Davison)
Parkways Blvd	North Squirrel Road to Auburn Road the 3 spaces are for loading/unloading only
Squirrel Road	(Except in designated parking spaces; No parking from 3:00 am to 6:00 am on North Squirrel Road between Auburn Road and Parkways Blvd) (Parking will be restricted to a two-hour time limit for on-street parking between the hours of 8:00 am and 6:00 pm between Auburn Road and Parkways Blvd) (An anti-shuffling ordinance will prohibit someone from moving their vehicle to a different on-street parking space to start a new two-hour session. On-street parking will be limited to two-hours per day within the downtown district)
Superior Court	
Taylor Road	(from Joslyn to Giddings)
Takata Drive	
Tebeau Court	(east side only)
University Drive	

AND AS A RESULT OF SAID INVESTIGATION, DO HEREBY DIRECT THAT:

In the interest of public safety, it is deemed necessary to place and maintain traffic control devices and traffic control signals on streets and highways under its jurisdiction for the purpose of regulating, warning, or guiding traffic; therefore, no parking will be allowed on said roads and/or within the described areas.

THIS ORDER SHALL EXPIRE 90 DAYS FROM THE DATE OF FILING, EXCEPT THAT UPON ITS APPROVAL BY CITY COUNCIL, IT SHALL NOT EXPIRE.

CHIEF OF POLICE

CITY MANAGER

APPROVED BY CITY COUNCIL: _____

DATE FILED

CITY CLERK

ATTACHMENT D

STAFF RECOMMENDATION

Staff recommends the approval of the design contract for the reconstruction of Executive Hills Boulevard, Centre Road, and Innovation Drive, and the construction of a pathway along Executive Hills Boulevard, to OHM Advisors in the not-to-exceed amount of \$325,000 and geotechnical services to G2 Consulting at the estimated cost of \$25,000. In addition, staff recommends a budget amendment to increase appropriations by the following in each respective account:

252-736-973.000-EXECUTIVESAD: \$125,500
252-736-973.000-CENTRERD_SAD: \$45,500
252-736-973.000-INNOVATION: \$16,500

ATTACHMENT E

CITY OF AUBURN HILLS

RESOLUTION

At a meeting of the Auburn Hills City Council held on the 12th day of August 2024, at the City Hall at 1827 North Squirrel Road, Auburn Hills, Michigan 48326.

It was moved by _____ and seconded by _____;

WHEREAS, Section 62-14 of the Auburn Hills Code of Ordinances, as amended, provides that whenever the City Council shall deem it advisable to vacate any street, it may do so by Resolution, and shall, by Resolution, schedule a public hearing to hear objections to the proposed street vacation; and

WHEREAS the City Council is currently considering vacating a portion of Shimmons Road which as described herein; and

WHEREAS, the City Council has determined that it would be appropriate to hold a public hearing to consider the proposed vacation of the aforementioned portion of Shimmons Road.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Auburn Hills City Council that:

1. On August 26, 2024 at 7 pm, the Auburn Hills City Council will hold a public hearing in the City Council Chambers at 1827 North Squirrel Road, Auburn Hills, Michigan 48326, for the purpose of hearing objections and other comments on the proposed vacation of the portion of Shimmons Road located in the City of Auburn Hills, Michigan, and being legally described as set forth on Exhibit A, which is attached hereto and incorporated herein by reference.

2. The City Clerk shall take the necessary action to ensure that notice of the above-described public hearing shall be published in a newspaper of general circulation in the City not less than 15 days before the date of the public hearing, and notice shall also be given by first-class mail to the owners of all property abutting the portion of Shimmons Road proposed to be vacated, and, further, notice of the public hearing shall be posted at the City Hall at least one week prior to the date of the public hearing.

AYES:

NAYES:

ABSTENTIONS:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

I, Laura Pierce, the duly qualified and acting 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 by the City Council of the City of Auburn Hills at a duly called meeting held on the 12th day of August, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____ 2024.

LAURA PIERCE
City Clerk

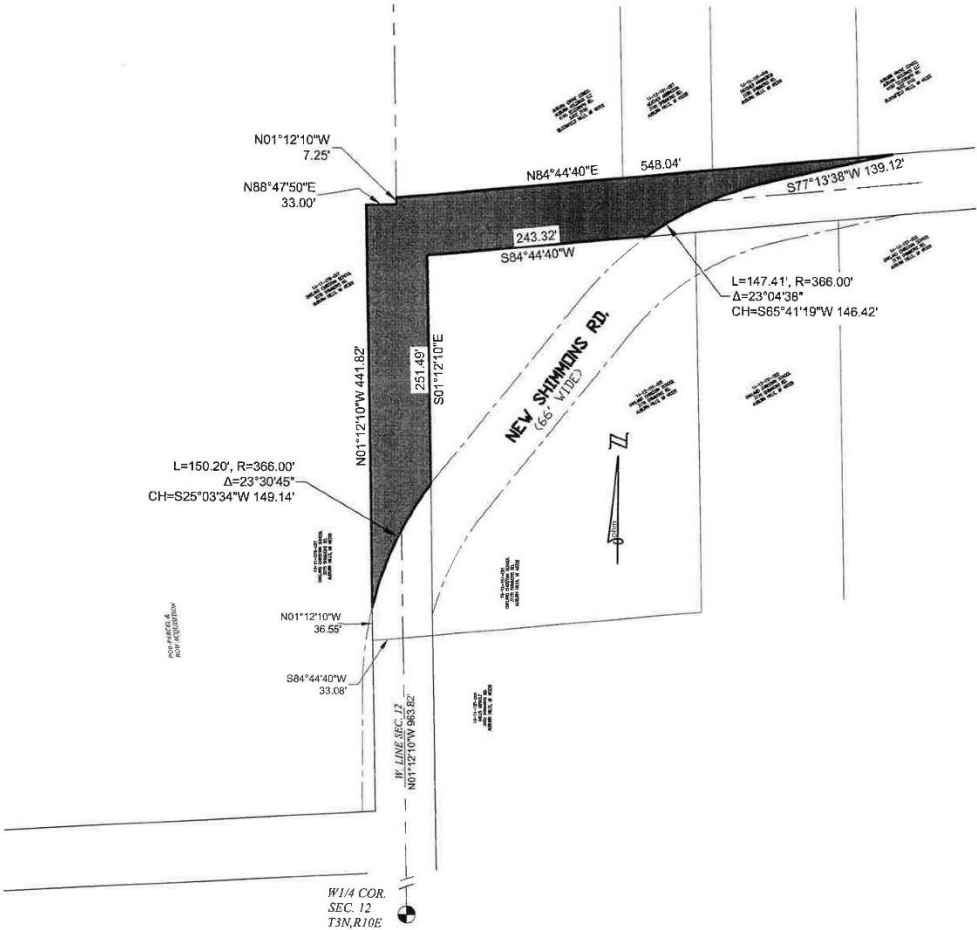
EXHIBIT A

VACATED PART OF SHIMMONS ROAD

A parcel of land being a part of the NW 1/4 of Section 12, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 12; thence N 01°12'10" W 963.82 feet along the West line of said Section 12; thence S 84°44'40" W 33.08 feet; thence N 01°12'10" W 36.55 feet to the Point of Beginning; thence continuing N 01°12'10" W 441.82 feet; thence N 88°47'50" E 33.00 feet; thence N 01°12'10" W 7.25 feet; thence N 84°44'40" E 548.04 feet; thence S 77°13'38" W 139.12 feet; thence 147.41 feet along a curve to the left, radius 366.00 feet, delta 23°04'38", chord bears S 65°41'19" W 146.42 feet; thence S 84°44'40" W 243.32 feet; thence S 01°12'10" E 251.49 feet; thence 150.20 feet along a curve to the left, radius 366.00 feet, delta 23°30'45", chord bears S 25°03'34" W 149.14 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Contains 46,521 square feet or 1.068 acres.





PROCLAMATION

PROCLAMATION IN RECOGNITION OF THE SERVICE OF BOB KITTLE

WHEREAS, Bob Kittle served as an Auburn Hills City Councilmember from February 2002 until August 2022, and

WHEREAS, during his tenure as a City Councilmember, Bob served as Mayor Pro Tem from November 2021 to August 2022, and

WHEREAS, in addition to his service on City Council, Bob also served as a member of the Zoning Board of Appeals from November 2017 to December 2019, and as a member of the Pension Board from December 2021 to August 2022, and

WHEREAS, during his more than twenty years on City Council, Bob was an enthusiastic supporter of responsible growth and controlled spending, and

WHEREAS, Bob, as a member of City Council, helped guide the City's development of downtown Auburn Hills, as well as numerous other commercial, industrial, and residential projects that helped build the City of Auburn Hills of today, and

WHEREAS, Bob was always fiscally responsible, understanding the costs associated with the implementation of any new facilities and services that were proposed, and

WHEREAS, utilizing his knowledge of municipal operations and data analytics, he was a reliable contributor and advisor to staff as well as to his City Council colleagues, and

WHEREAS, Bob was often ahead of the curve on knowledge of local government issues and trends, and provided advice that maximized opportunities and minimized risk.

NOW THEREFORE BE IT RESOLVED that the City of Auburn Hills recognizes the numerous contributions Bob Kittle made to the success of the Auburn Hills community.

BE IT FURTHER RESOLVED that the City of Auburn Hills expresses its gratitude to Councilmember Bob Kittle for his more than twenty years of dedicated service and for the knowledge and skills that he shared.

Hereby presented on this 26th day of August 2024, on behalf of the Auburn Hills City Council.

Brian W. Marzolf, Mayor



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 7A

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: August 19, 2024
Subject: Motion – Correction of Funding for the 2025 TIF District B Road Program Design

INTRODUCTION AND HISTORY

At the City Council meeting on August 12, 2024, Council authorized design work to begin for the 2025 TIF District B Road Program. Since that meeting, staff learned that a special assessment can not be collected by the TIFA board. The design of the project will be paid for by the Local Roads fund with a 50% contribution from the TIFA board. The other 50% will be special assessed to the property owners of the parcels on the roads within the program: Executive Hills Boulevard, Centre Road, and Innovation Drive. No budget amendments are needed as the projects were originally budgeted within the local roads fund. The project will be paid as follows:

Executive Hills Boulevard	203-453-973.000-EXECUTIVESAD	\$188,000
Centre Road	203-453-973.000-CENTRERD_SAD	\$108,000
Innovation Drive	203-453-973.000-INNOVATION	\$ 54,000

STAFF RECOMMENDATION

Staff recommends the correction of funding for the 2025 TIFA B Road Program from the local roads fund.

MOTION

Move to approve the correction of funding for the 2025 TIF District B Road Program from the local roads fund.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 7B

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties
Submitted: August 20, 2024
Subject: Motion – To award a contract for the River Woods Park boardwalk wood replacement

INTRODUCTION AND HISTORY

In 2002, a 316-foot wooden boardwalk was constructed across the Clinton River within River Woods Park. The boardwalk, consisting of wood framing, decking, side rails, and a metal bridge with wood decking, is now 22 years old. Over the years, City staff has consistently monitored its condition and conducted numerous repairs due to both vandalism and natural deterioration of the wood. Despite these ongoing maintenance efforts, the structure has continued to show significant signs of deterioration. Initially, staff budgeted \$35,000 in the 2024 budget for continued repairs to the boardwalk. However, upon further assessment and considering the extent of deterioration, it became clear that a more comprehensive solution was necessary. As a result, staff posted a public bid for the complete deck and railing wood replacement project.

On July 30, 2024 an Invitation to Bid was published on the Michigan Intergovernmental Trade Network (#358960). The solicitation was distributed to 952 subscribers and the packet was downloaded 51 times. Eight contractors attended the pre-bid meeting at River Woods Park on August 7, 2024. Sealed bids were opened on August 13, 2024 at the office of the City Clerk. One bid was disqualified for not attending the pre-bid meeting.

BID TABULATION

Vesta Homes	Fraser, MI	\$59,500
IPS	Waterford, MI	\$76,750
PIBC, LLC	Grosse Ile, MI	\$103,050
L.J. Construction	Clifford, MI	\$116,776
SOS Quality Construction	Rochester Hills, MI	\$145,000
Kyle Builders	Shelby Township, MI	\$175,000

Department of Public Works staff evaluated the bid submittals and has determined that Vesta Homes is the lowest qualified contractor. Vesta Homes is a known contractor having built the Hawk Woods Lodge, the Hawk Woods Pavilion and has developed other private projects in the community. Staff believes their bid presents an opportunity to address the issue more thoroughly and cost effectively. Based on this favorable pricing and the observed condition of the boardwalk, staff now recommends proceeding with a complete replacement of the wood decking and railing, rather than continuing with piecemeal repairs. This approach will provide a more durable, long-term solution and offer better value for the investment, effectively addressing the ongoing maintenance issues while enhancing the safety and enjoyment of the park for residents. It is important to note that due to contract savings, in addition to other “in-house” projects, Municipal Properties has available funds within the Grounds division to cover the \$24,500 difference from what was originally budgeted for this project.

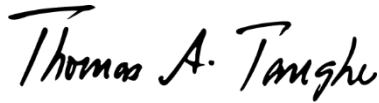
STAFF RECOMMENDATION

Staff recommends a bid award for the River Woods Park boardwalk wood replacement to Vesta Homes in the amount of \$59,500. Furthermore, staff also recommends a budget amendment to transfer \$24,500 of available funds from the Grounds budget (101-266-802.000) to the Parks budget (101-770-972.00).

MOTION

Move to approve a contract with Vesta Homes to replace the wood decking and railing at the River Woods Park boardwalk for \$59,500 and to amend the 2024 Parks budget in the amount of \$24,500.

I CONCUR:

A handwritten signature in black ink that reads "Thomas A. Tanghe". The signature is written in a cursive style with a horizontal line underneath it.

THOMAS A. TANGHE, CITY MANAGER



INVITATION TO BID

BID ID: ITB-CAH-07-30-2024-001
BID NAME: RIVER WOODS PARK RE-DECKING
ITEM: CARPENTRY

IMPORTANT DATES

07/30/24 MON 10A	Bid Posting
08/07/24 WED 10A	Pre-Bid Meeting
08/13/24 TUE 3 PM	Bid Opening

DUE DATE: TUESDAY, AUGUST 13, 2024 AT 3:00 PM

The City of Auburn Hills is seeking bids from highly qualified contractors for carpentry services and materials at the River Woods Park, 300 River Woods Drive, Auburn Hills, MI 48326.

Bids will be accepted by the City Clerk until **TUESDAY, AUGUST 13, 2024 at 3:00 PM EST.** Bids will be opened at that time in the front lobby of the City Clerk at 1827 N. Squirrel Road, Auburn Hills MI 48326.

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

1) PREPARATION OF BID

- A) Unless otherwise approved by the City, all bidders must attend the **MANDATORY SITE VISITS** on **WEDNESDAY, AUGUST 7, 2024 at 10:00 am EST.** Bidders will meet at the River Woods Park Pavilion, 300 River Woods Drive, Auburn Hills, MI 48326
- B) Each bidder shall furnish all information required on the bid form. Erasures or other changes must be initialed by the person signing the bid form.
- C) If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Tim Wisser by email at: TWisser@auburnhills.org

2) SUBMISSION OF BIDS

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

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

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

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

- B) Bidders are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated due date will be rejected.

- C) Any bid may be withdrawn by giving written notice to the Clerk's Office before stated closing time. After stated closing time, no bid may be withdrawn or canceled for a period of ninety (90) days after said closing time.

Contact Information

Questions about this Invitation to Bid can be directed to:

Stan Torres
Parks Supervisor
1500 Brown Road
Auburn Hills, MI 48326
(248) 364-6791 Office
storres@auburnhills.org

Tim Wisser
Manager of Municipal Properties
1500 Brown Road
Auburn Hills, MI 48326
(248) 364-6901 Office
twisser@auburnhills.org

General Information:

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

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

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

No proposal will be allowed to be withdrawn after it has been deposited with the City of Auburn Hills, except as provided by law. All proposers are held to prices proposed for 90 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

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

The Invitation to Bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the contract or part of the contract between the parties.

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

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Auburn Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan Freedom of Information Act (FOIA). The City cannot promise, warrant or guarantee confidentiality nor will the information presented be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.

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

Performance Bond

A 100% performance bond will be required for this contract.

Contractor Qualifications

The City of Auburn Hills intends to award this contract to a qualified Contractor that is fully capable of completing the work in a timely and professional manner. To be a qualified bidder, the proposal must be accompanied by a list of at least three local, comparable projects performed within the past 5 years. Contractors must include background information about their firm that would demonstrate that they are well qualified to perform the work. The City may, in its sole judgement, consider the reputation of a firm to ensure that the services provided will be of high quality.

Insurance & Waiver

Selected contractor must provide proof of insurance to the satisfaction of the City and complete the City's Hold Harmless Waiver before a contract can be awarded. Insurance and the Hold Harmless waiver must remain in effect for the duration of the contract.

General Specifications

The Contractor must conform to all Federal, State, and Local Labor Laws.

All bidders must visit the work site prior to bidding. The contractor's bid price shall be all inclusive. Contractor should include all labor, materials and equipment required to complete the project as described in the Scope of Work document (Exhibit 1).

The Contractor shall perform services in a safe and responsible fashion, abiding by all OSHA/MiOSHA regulations, with properly trained staff, and performing the work to the best standards of the trade.

Smoking, vaping and use of tobacco products by contractor's personnel is prohibited on City property.

Scope of Services

See Exhibit 1 – Scope of Services

Preparation of Proposal

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

Subcontracting

Bidder must be in the regular business of providing carpentry services directly to their customers or a licensed General Contractor in the State of Michigan. Any intention to subcontract this work to another firm must be indicated in writing with the bid submittal and approved by the City. Subcontractors, if allowed, must adhere to all requirements, including insurance, as the bidder.

Proprietary Products Prohibited

In order to ensure that the City can make future repairs, modifications and additions, no proprietary products are allowed without written consent of the City. All materials must be commercial grade, suitable for their intended purpose and installed according to manufacturer specifications. Replacement materials must be available from the local retail market or local supply houses. Contractor will provide the City with information on the materials used to ensure the City can source replacement items in the future.

Contract Award

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

Insurance Requirements City of Auburn Hills, Michigan

1. Liability Insurance:

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

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

2. Workers Compensation

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

work related to this contract.

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

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

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

3. Hold Harmless/Indemnification Agreement

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) herein, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

4. Certification of Insurance

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

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

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

- i. City Clerk's Office
City of Auburn Hills

1827 North Squirrel Road
Auburn Hills, MI 48326

5. Sub-Contractors Insurance Requirements

If approval is granted by the City of Auburn Hills for a Contractor to subcontract any or all of such contract to others, then prior to commencing the subcontract, the City's contract or agreement with the Contractor shall stipulate that the Contractor will require their subcontractor agreements to carry the same limits as required by the City of the Contractor.

6. Requirement as Part of Contract

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

7. OTHER INSURANCE REQUIREMENTS THAT MAY BE APPLICABLE DEPENDING ON SCOPE OR TYPE OF WORK. IF CHECKED, THESE REQUIREMENTS ARE MANDATORY TO THE CONTRACT AND SHALL BE INCLUDED IN CONTRACT AND PROVIDED TO THE CITY AS DIRECTED.

a. Owner's and Contractor's Protective Liability (_____)

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

b. Professional Liability (_____)

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. Evidence of such coverage must be provided to the City. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney).

c. Cyber Liability (_____)

Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third party liability. Required if the contractor is providing technological services (includes but not limited to programming of any systems/services, anything accessing private City data, or is related to phones/telecommunications/computers/electronic data/banking services).

d. Employee Dishonesty (w/third party endorsement) (_____)

Employee Dishonesty coverage with limits of at least \$1,000,000 w/ third party of

endorsement. Required when contractor is working on site in city owned buildings.
May be required when contractor is working on site on city owned property.

2. Temporary Events and/or Special Events

With respect to temporary events and special events, the City shall have the discretion to amend some or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City. Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement.

This area intentionally left blank

CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT

As required for approval of the River Woods Park Re-Decking Project
 (Activity)

Vesta Homes Inc herein after referred to as Vesta
 (Name of Company) (Abbreviated Name Form)

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

In addition, Vesta agrees to furnish an ACORD certificate of insurance
 (Abbreviated Name Form)

as required by the City of Auburn Hills with the description of the ACORD form to read as follows: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*

Name of Company

Vesta Homes Inc

Authorized Representative Matteo Ferro

Name & Title Project Manager

Date 8/12/2024



River Woods Park Re-Decking Project

ITB CAH 07-30-2024-001

PROPOSAL FORM

The undersigned does hereby submit a bid to the City of Auburn Hills to provide all services as described in the Scope of Work (Exhibit 1).

DESCRIPTION	2024 BID AMOUNT
Re-Decking (Wood)	\$59,500.00



References for 3 projects similar in scope are attached to the proposal form.



Information is attached that would demonstrate to the City that your firm is experienced and highly qualified to perform the services described in this bid.

Demolition to start October 14, completion of project by November 15, 2024

Respectfully submitted by,

Company: Vesta Homes Inc

Address: 31400 Kendall, Ste A, Fraser MI 48026

Telephone: (586)747-1460 Fax: (586)279-3885

Email: matteo.g.ferro@gmail.com

Authorized Signature

Matteo Ferro

Printed Name

Project Manager

Title

8/12/2024

Date

Approval of Contract

City Representative

Date

Printed Name

Date

VESTA COMPANIES

REFERENCES

Stan Torres
City of Auburn Hills
(248)494-6893
storres@auburnhills.org

- Project: Hawk Woods Pavilion
Auburn Hills, MI
2021
\$142,000
- Project : Demolition of board walk at Hawk Woods
Auburn Hills, MI
2021
\$12,5000
- Note - Construction of Community Center Building at Hawk Woods Nature Center 2019-2020

Ken Thompson
Royal American Homes Inc
(586)295-8491
kthompsoninc@sbcglobal.net

Project: Admirals Cove Senior Living Clubhouse
Ira Twp., MI
2021
\$1,292,922.00
Construction of clubhouse at Admirals Cove Senior Living



ITB CAH 07-30-2024-001

RIVER WOODS PARK RE-DECKING PROJECT

EXHIBIT 1 – SCOPE OF WORK

Background

The River Woods Park is located at 300 River Woods Drive in Auburn Hills, Michigan. This park is a 30 acre municipal park owned by the City of Auburn Hills. A portion of the Clinton River runs through the middle of the park along with a bridge, boardwalk, pavilion, restrooms, basketball court, playground and a trail system.

A 316 foot long walkway and bridge spans river and adjacent low lying areas. This walkway consists of three sections. Section 1 and 3 are both elevated wood boardwalks and Section 2 consists of a metal framed bridge which spans the river. The bridge consists of metal framework and railings with wood deck boards. This walkway and bridge was originally constructed in 2002-2003 and is showing signs of deterioration.

The purpose of this project is to replace all the wood decking and railings along the walkway and bridge.

Description of Work

Contractor will provide a complete turnkey solution to this project. While every element needed may not be listed in this document, qualified contractors experienced in the trade should plan for all reasonably foreseeable work. The contractor will provide all materials, services and labor necessary to produce a completely finished product. Work will be performed by qualified and experienced tradespersons, and shall be consistent with the best practices of the trade. The work will include, but is not limited to, the following:

- Remove all wood decking and wood railing
- Perform all minor or routine carpentry repairs
- Inspect the substructure and advise the City of any deficiencies found
- Provide any minor carpentry repairs to the substructure
- Provide an estimate for any major repairs needed of the substructure, and perform the additional work if authorized by a change-order in writing
- Replace all wood decking and railing with pressure treated like-for-like materials and maintain a like-for-like design, appearance, dimensions and style
- The City is open minded to modifications to the design and appearance, however, any deviation requires written approval from the City before work begins
- The current design is believed to be compliant with standards that prevent the head entrapment of children, contractor must maintain compliance with these standards
- Any deviation from the existing design requires written consent from the City
- Utilize commercial grade galvanized torx screws for all decking and railings
- Apply for, obtain and pay for any needed permits
- Any permits required from the City of Auburn Hills will have the fees waived

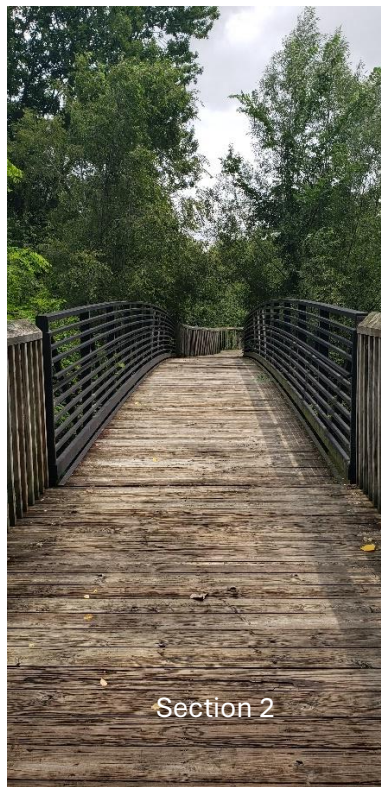
- Coordinate with the City on a mutually agreed schedule for the work to take place
- Contractor must take all necessary precautions for performing work in an open public park where children and families are present, including those with visual or hearing impairments, or other disabilities
- Work area must be completely secured with an appropriate combination of barricades, signage and fencing (plastic fencing is acceptable). Caution tape alone is not sufficient
- Contractor must ensure that no pollutants or debris enter the river as a result of contractor's activity
- Contractor is responsible for all cleanup, removal of spoils and restoration as a result of contractor's activity
- Once work begins, contractor must remain actively and continuously engaged in the project until completion (normal work days and hours, with the exception of weather delays)
- Contractor must adhere to all Federal, State and Local laws, codes, rules and ordinances including, but not limited to, OSHA, MiOSHA and the City Ordinance regulating hours of construction activity
- Contractor will warranty the craftsmanship and materials for a minimum of 2 years

Approximate Dimensions

Bidder's must inspect the work area and perform their own measurements. All measurements contained in this Scope of Work are approximate. The City will not be responsible for any discrepancy between the City's estimations and the actual field measurements.



Current Photographs of the Work Area



Original Construction Photo's for Reference



Original Construction Photo's for Reference, cont.





ADDENDUM #1
CAH-07-30-2024-001

August 8, 2024

The following specifications will supplement and supersede the requirements in the Scope of Work for this project:

- Grade of lumbers shall be #2 select lumber
- #316 Stainless steel screws shall be used
- 4 inch screws shall be used
- City staff will clear foliage 5 feet away from sides of work area
- Bidders shall include an anticipated construction schedule with their bid submittal
- This project must be completed before the end of the 2024 calendar year

Stan J. Torres
Parks Supervisor
Department of Public Works
1500 Brown Road
Auburn Hills, MI 48326
(248) 364-6791 O
(248) 494-6893 C
storres@auburnhills.org

#



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 9A

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Stephen Baldante, Public Works Director
Submitted: August 21, 2024
Subject: Motion – Hold public hearing and move to adopt a Resolution vacating a portion of Shimmons Road right-of-way

INTRODUCTION AND HISTORY

One of the projects in the 2024 Local Road Improvement Program is the Dexter/Shimmons Curve Realignment. Earlier this year, a Memorandum of Understanding (MOU) was reached between the City and Oakland Christian School (OCS) whereby the city has agreed to vacate an existing right-of-way along Shimmons Road where the road currently traverses upon completion of the new curve alignment. As part of the MOU, OCS previously granted property to the city to construct the new curve alignment. The second step in the road ROW vacation process is at the City Council meeting on August 26th, 2024, holding the public hearing and adopting the Resolution vacating a portion of the Shimmons Road right-of-way. The proposed resolution is attached as Exhibit A. The notice by publication, mailing and posting that is required by Section 62-14 of the City Code has been completed by the city.

STAFF RECOMMENDATION

Staff recommends that City Council hold the public hearing and adopt at its meeting on August 26, 2024, a Resolution vacating a portion of the Shimmons Road right-of-way.

MOTION

Move to adopt a Resolution vacating a portion of the Shimmons Road right-of-way attached as Exhibit A.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

CITY OF AUBURN HILLS

RESOLUTION VACATING PART OF SHIMMONS ROAD

At a meeting of the Auburn Hills City Council held on the 26th day of August, 2024, at the City Hall at 1827 North Squirrel Road, Auburn Hills, Michigan 48326.

It was moved by _____ and seconded by _____;

WHEREAS, Section 62-14 of the Auburn Hills Code of Ordinances, as amended, provides that whenever the City Council shall deem it advisable, it may vacate any road or street, or any part thereof, and that it shall hold a public hearing of for the purpose of hearing objections thereto; and

WHEREAS, the City Council has on August 26, 2024, considered and held a public hearing on the proposed vacation of a portion of Shimmons Road located in the City of Auburn Hills, Michigan, which portion of Shimmons Road is described herein and is presently owned by the City of Auburn Hills; and

WHEREAS, the City Council has jurisdiction in the instant case to vacate the portion of the road in question, as such road has been used for public use, and no part of such road is within 25 meters of a lake or the general course of stream; and

WHEREAS, no facts were disclosed to the City Council which would present a material question as to whether the aforementioned portion of Shimmons Road which is sought to be vacated is necessary for the promotion or protection of the public health, safety and general welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Auburn Hills City Council that:

1. The portion of Shimmons Road which is legally described on Exhibit A, which is attached hereto and incorporated herein by reference, shall be, and is hereby, vacated.
2. The above-described vacation is granted subject to the reservation by the City of an easement for public utility purposes, including the reservation of a water main easement.
3. Within 30 days after the City Council's approval of this Resolution, the City Clerk shall record a certified copy of this Resolution with the Oakland County Register of Deeds and shall file a copy of this Resolution with the office of the Michigan State Treasurer.
4. The vacation of the above-described portion of Shimmons Road shall be effective on the date this Resolution is recorded with the Oakland County Register of Deeds, and, upon the vacation of said portion of Shimmons Road becoming effective, said portion of Shimmons Road shall be removed from the street plan map.

AYES:
NAYES:
ABSTENTIONS:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

I Laura Pierce, the duly qualified and acting 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 by the City Council of the City of Auburn Hills at a duly called meeting held on the 26th day of August, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2024.

LAURA PIERCE
City Clerk

9202328

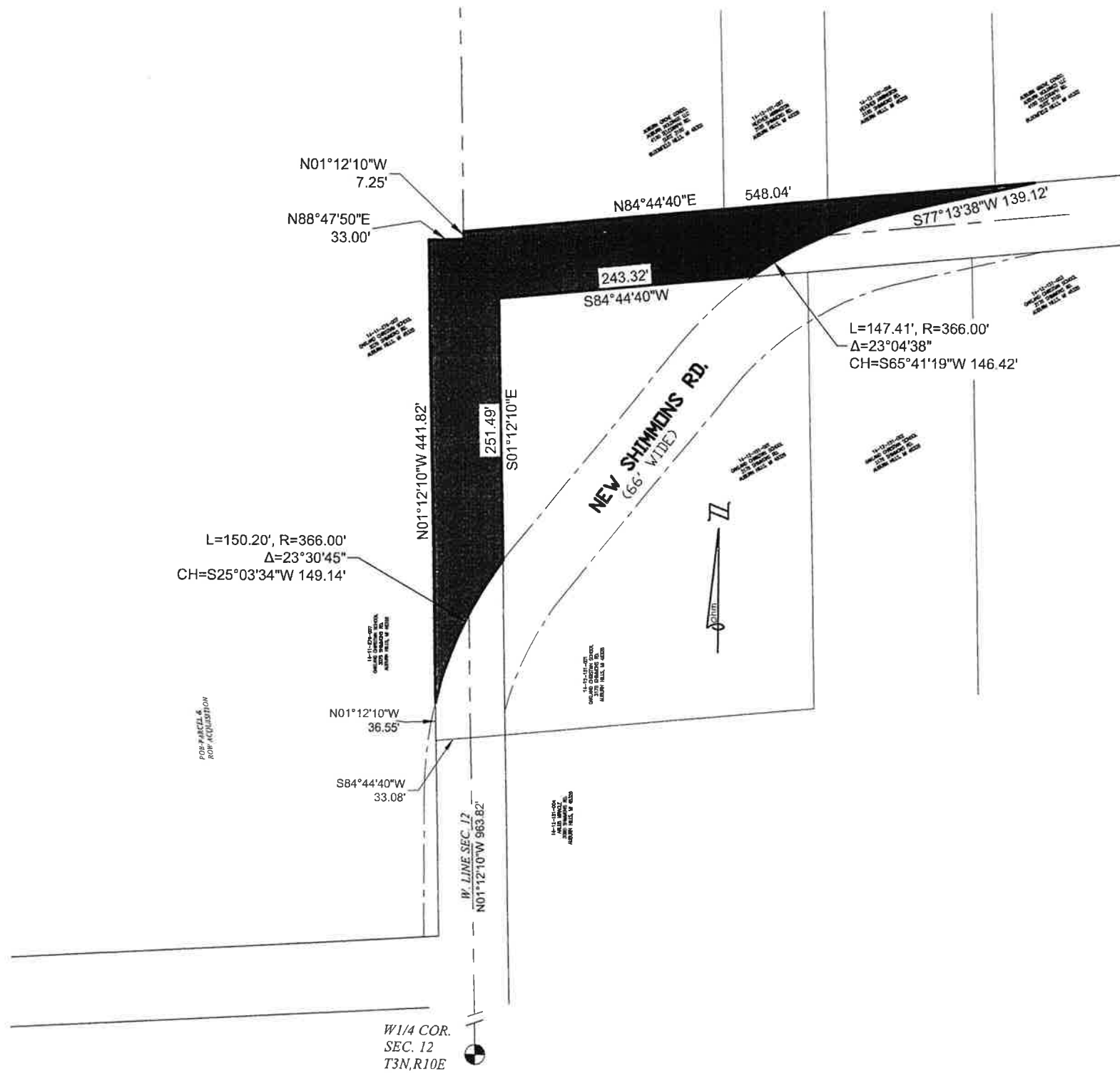
EXHIBIT A

VACATED PART OF SHIMMONS ROAD

A parcel of land being a part of the NW 1/4 of Section 12, Town 3 North, Range 10 East, City of Auburn Hills, Oakland County, Michigan, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 12; thence N 01°12'10" W 963.82 feet along the West line of said Section 12; thence S 84°44'40" W 33.08 feet; thence N 01°12'10" W 36.55 feet to the Point of Beginning; thence continuing N 01°12'10" W 441.82 feet; thence N 88°47'50" E 33.00 feet; thence N 01°12'10" W 7.25 feet; thence N 84°44'40" E 548.04 feet; thence S 77°13'38" W 139.12 feet; thence 147.41 feet along a curve to the left, radius 366.00 feet, delta 23°04'38", chord bears S 65°41'19" W 146.42 feet; thence S 84°44'40" W 243.32 feet; thence S 01°12'10" E 251.49 feet; thence 150.20 feet along a curve to the left, radius 366.00 feet, delta 23°30'45", chord bears S 25°03'34" W 149.14 feet to the Point of Beginning. Subject to all easements and restrictions of record, if any.

Contains 46,521 square feet or 1.068 acres.





At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in the City Council Chamber at 1827 N. Squirrel Road, Auburn Hills, MI 48326 at 7:00 PM, on the 12th day of August, 2024, the following resolution was offered by Council Member McDaniel and seconded by Council Member Fletcher:

WHEREAS, Section 62-14 of the Auburn Hills Code of Ordinances, as amended, provides that whenever the City Council shall deem it advisable to vacate any street, it may do so by Resolution, and shall, by Resolution, schedule a public hearing to hear objections to the proposed street vacation; and

WHEREAS the City Council is currently considering vacating a portion of Simmons Road which as described herein; and

WHEREAS, the City Council has determined that it would be appropriate to hold a public hearing to consider the proposed vacation of the aforementioned portion of Simmons Road.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Auburn Hills City Council that:

1. On August 26, 2024 at 7 pm, the Auburn Hills City Council will hold a public hearing in the City Council Chambers at 1827 North Squirrel Road, Auburn Hills, Michigan 48326, for the purpose of hearing objections and other comments on the proposed vacation of the portion of Simmons Road located in the City of Auburn Hills, Michigan, and being legally described as set forth on Exhibit A, which is attached hereto and incorporated herein by reference.

2. The City Clerk shall take the necessary action to ensure that notice of the above-described public hearing shall be published in a newspaper of general circulation in the City not less than 15 days before the date of the public hearing, and notice shall also be given by first-class mail to the owners of all property abutting the portion of Simmons Road proposed to be vacated, and, further, notice of the public hearing shall be posted at the City Hall at least one week prior to the date of the public hearing.

AYES: 7 (Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel, Verbeke)
NAYES: None
ABSENT: None
ABSTENTIONS: None

RESOLUTION ADOPTED

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, the undersigned, the duly appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 12th day of August, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of August, 2024.

Laura M. Pierce, City Clerk





MICHIGAN GROUP

AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

City of Auburn Hills
1827 N Squirrel Road

Auburn Hills, MI 48326
Attention: Laura Pierce

STATE OF MICHIGAN,
COUNTY OF OAKLAND

The undersigned Cindy Slater Amy Slater, being duly sworn the he/she is the principal clerk of Oakland Press, theoaklandpress.com, theoaklandpress.com2, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

City of Auburn Hills


Published in the following edition(s):

Oakland Press	08/08/24
theoaklandpress.com	08/08/24
theoaklandpress.com2	08/08/24

VICKI ARSENAULT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 11, 2026
Acting in the County of _____

Sworn to the subscribed before me this 8 Aug 2024.

Vicki Arsenault
Notary Public, State of Michigan
Acting in Oakland County

	CITY COUNCIL PUBLIC HEARING NOTICE TO ALL RESIDENTS OF THE CITY OF AUBURN HILLS
Meeting Date, Time, Location	Monday, August 26, 2024 at 7:00 PM City of Auburn Hills, City Council Chamber 1827 N. Squirrel Rd, Auburn Hills, MI 48326
Nature of Request	To vacate a portion of Simmons Road.
City Staff Contact	Laura M. Pierce, City Clerk 248.370.9402, clerk@auburnhills.org
Complete text is available in the City Clerk's Office during regular business hours. Your comments, and/or objections, written or oral, are welcomed.	
NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's Office at 248.370.9402 at least 48 hours prior to the meeting. Staff will make the necessary arrangements.	

Advertisement Information

Client Id: 644451

Ad Id: 2629162

PO:

Sales Person: 200308



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 9B

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Steven J. Cohen, AICP, Director of Community Development
Submitted: August 14, 2024
Subject: Public Hearing / Motion – Adopt an ordinance to amend Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code on Second Reading

INTRODUCTION

Based on the recommendations of the February 2024 [Downtown Parking Study](#) conducted February by Rich & Associates Parking Consultants, the enclosed amendment to the Auburn Hills City Code was drafted to accomplish the following items listed below:



Parking Study

Final Report

February 2024

Recommendation Type	#	Recommendation	Time Frame
Enforcement	1	Implement and enforce two-hour time limit for on-street parking between the hours of 8:00 am and 6:00 pm	6 - 12 Months
Enforcement	2	Enact an anti-shuffling ordinance so that someone cannot simply move their vehicle to a different on-street space to start a new two-hour session. Limit the on-street to two-hours per day in on-street spaces within the downtown	12 - 18 Months

Excerpt from Rich & Associates Downtown Parking Study recommended action list

To address the action list Items #1 and 2 above, the updated ordinance will read as follows:

(26) Parking a vehicle in an on-street parking space shall be prohibited for a period longer than two hours between the hours of 8:00 a.m. and 6:00 p.m. along the street locations listed below:

- a. Auburn Road between Churchill Road and Oakmont Street.*
- b. North Squirrel Road between Auburn Road and Parkways Boulevard.*

To regulate and prohibit the practice of shuffling cars from one on-street parking space to the next (i.e., changing a vehicle's parked position from one time-limited space to another time-limited space), which shall be deemed to be one continuous period as designated by related signs.

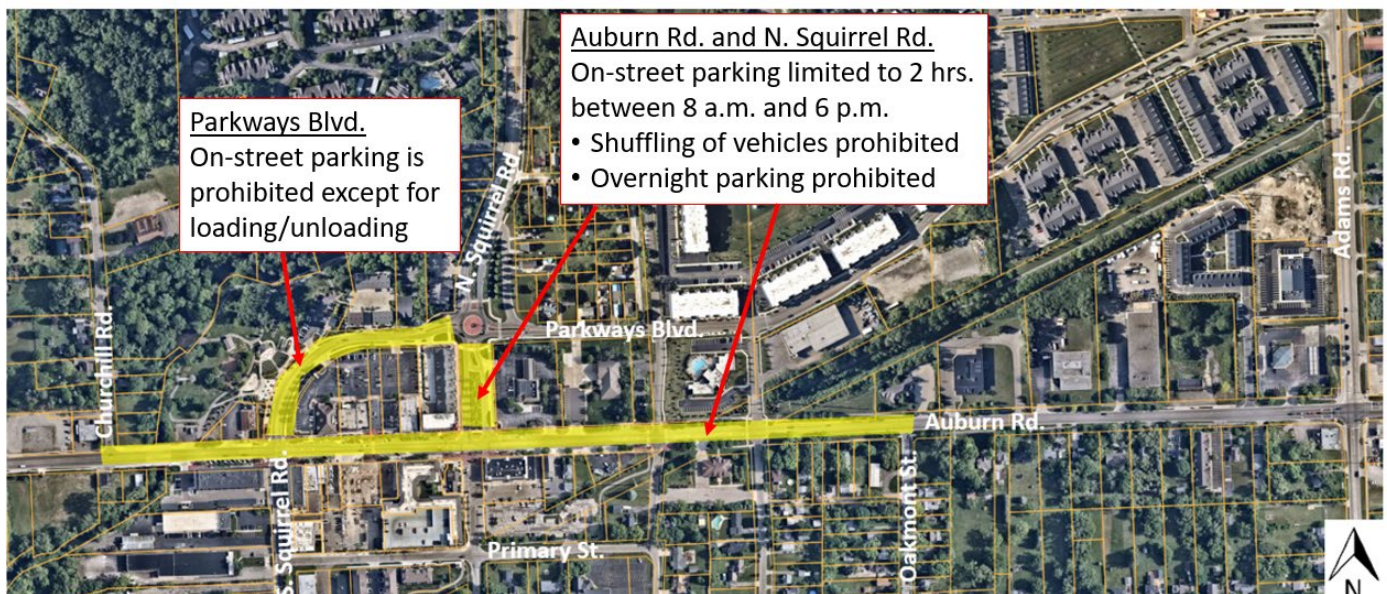
INTRODUCTION (cont.)

The updated ordinance also adds the traffic restrictions adopted by the City Council on March 21, 2022, via Traffic Control Order NP-04, which prohibits on-street parking in certain areas of the Downtown between 3:00 a.m. and 6:00 a.m., which shall read as follows:

- (27) *Parking a vehicle in an on-street parking space shall be prohibited between 3:00 a.m. and 6:00 a.m. along the street locations listed below:*
- a. *Auburn Road between Churchill Road and Oakmont Street.*
 - b. *North Squirrel Road between Auburn Road and Parkways Boulevard.*

Lastly, the updated ordinance includes the traffic restrictions adopted by the City Council on December 5, 2022, via Traffic Control Order NP-05, which prohibits on-street parking in the three spaces on Parkways Boulevard between North Squirrel Road and Auburn Road except for loading/unloading only, which shall read as follows:

- (28) *Parking a vehicle in an on-street parking space shall be prohibited, except for loading/unloading only, in the spaces on Parkways Boulevard between North Squirrel Road and Auburn Road.*



Map showing the proposed restricted on-street parking areas (yellow) in the core of Downtown Auburn Hills

STAFF RECOMMENDATION

Staff recommends the adoption of the proposed ordinance. The City Council reviewed and accepted the ordinance's First Reading on August 12, 2024.

MOTION

Move to adopt an ordinance to amend Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code on Second Reading. The ordinance shall be known as Ordinance No. 24-941.

I CONCUR:

Thomas A. Tanghe

THOMAS A. TANGHE, CITY MANAGER

CITY OF AUBURN HILLS

ORDINANCE NO. 24-941

AN ORDINANCE TO AMEND SECTION 70-361. - PARKING OFFENSES; FINES, OF ARTICLE VII. - STOPPING, STANDING, AND PARKING OF CHAPTER 70 - TRAFFIC AND VEHICLES OF THE AUBURN HILLS CITY CODE, AS AMENDED, TO ALLOW THE RESTRICTION AND REGULATION OF ON-STREET PARKING IN DOWNTOWN AUBURN HILLS.

THE CITY OF AUBURN HILLS ORDAINS:

SECTION 1.

Section 70-361. - Parking offenses; fines, of Article VII – Stopping, Standing, and Parking of Chapter 70- Traffic and Vehicles, of the Auburn Hills City Code, as amended, is hereby amended to add Subsections 26-28 and to read as follows:

- (26) Parking a vehicle in an on-street parking space shall be prohibited for a period longer than two hours between the hours of 8:00 a.m. and 6:00 p.m. along the street locations listed below:
 - a. Auburn Road between Churchill Road and Oakmont Street.
 - b. North Squirrel Road between Auburn Road and Parkways Boulevard.To regulate and prohibit the practice of shuffling cars from one on-street parking space to the next (i.e., changing a vehicle's parked position from one time-limited space to another time-limited space), which shall be deemed to be one continuous period as designated by related signs.
- (27) Parking a vehicle in an on-street parking space shall be prohibited between 3:00 a.m. and 6:00 a.m. along the street locations listed below:
 - a. Auburn Road between Churchill Road and Oakmont Street.
 - b. North Squirrel Road between Auburn Road and Parkways Boulevard.
- (28) Parking a vehicle in an on-street parking space shall be prohibited, except for loading/unloading only, in the spaces on Parkways Boulevard between North Squirrel Road and Auburn Road.

SECTION 2. Repealer.

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

SECTION 3. Severability.

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

SECTION 4. Savings.

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

SECTION 5. Effective Date.

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

SECTION 6. Adoption.

This Ordinance is hereby declared to have been adopted by the City Council of the City of Auburn Hills at a meeting thereof duly called and held on the ____ day of _____, 2024, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

AYES:

NAYES:

ABSTENTIONS:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 24-941 adopted by the Auburn Hills City Council on the ____ day of _____, 2024, the original of which is in my office.

LAURA PIERCE
City Clerk

Marked-Up Version

Key
~~Remove~~ / **New**

Sec. 70-361. Parking offenses; fines.

- (a) The following shall be deemed to be parking offenses in violation of this division, and the fine for each violation shall be in accordance with the schedule of fines adopted by the city annually:
- (1) Parking in an area in violation of a no parking sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the city concerning public and private roads, drives or parking lots.
 - (2) Parking within 15 feet of a fire hydrant.
 - (3) Parking in a marked fire lane.
 - (4) Parking within 25 feet of a corner.
 - (5) Parking within five feet of a driveway or alley.
 - (6) Parking upon or partially upon a sidewalk or crosswalk.
 - (7) Parking within ten feet of the center of a street.
 - (8) Parking a vehicle for longer than permitted.
 - (9) Parking a vehicle more than one foot from a curb or curblane.
 - (10) Parking a vehicle in violation of any other parking provisions of any ordinance of the city.
 - (11) Parking a vehicle within 30 feet upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of a highway, road or street.
 - (12) The following shall be deemed to be a parking offense in violation of this article and the fine for each violation shall be as follows:
 - a. Parking in an area in violation of a no standing, stopping, and parking, tow away zone sign or street marking as authorized by the county road commission concerning county roads, by the state highway department concerning state highways, or by the city, concerning public and private roads, drives or parking lots.
 - b. The fine for each violation shall be in accordance with the schedule of fines adopted by the city annually.
 - (13) Parking a vehicle within 50 feet of the nearest rail of a railroad crossing.
 - (14) Parking a vehicle within 20 feet of the driveway entrance to any fire station.
 - (15) Parking a vehicle alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
 - (16) Parking a vehicle on the highway side of any vehicle stopped or parking at the edge or curb of a street.
 - (17) Within an intersection.
 - (18) Within 500 feet of an accident where police officers are in attendance when the scene of the accident lies outside of any city or village; provided, however, that motor buses, for the purpose of taking on or discharging passengers, may be stopped at the places designated in subsections (2), (5) and (7) of this subsection, or on the highway side of a vehicle illegally parked in a legally designated bus zone.

-
- (19) In front of any theatre.
 - (20) Parking unauthorized vehicle in a handicapped lot of Oakland Community College.
 - (21) Parking in the handicapped permit area of Oakland Community College without a permit.
 - (22) Stopped or standing in a marked fire lane.
 - (23) Parking in a marked handicapped space.
 - (24) If a vehicle is illegally parked in any permit area of any Auburn Hills parking lot or parking structure without a valid parking permit, the police department may issue a citation to the registered owner of the vehicle. The police department may call a towing agency and impound the vehicle. If the vehicle is impounded, the police department must follow the procedures set forth in MCL 257.252d.
 - (25) Parking a vehicle in city parks or recreational grounds of the city civic center from 5:00 p.m. or dusk, whichever is later, until 7:00 a.m.: except for the parking of city vehicles or the city authorized parking of vehicles of persons participating in and/or viewing a city sponsored activity and/or function in a city park or the recreational grounds of the city civic center.

(26) *Parking a vehicle in an on-street parking space shall be prohibited for a period longer than two hours between the hours of 8:00 a.m. and 6:00 p.m. along the street locations listed below:*

a. Auburn Road between Churchill Road and Oakmont Street.

b. North Squirrel Road between Auburn Road and Parkways Boulevard.

To regulate and prohibit the practice of shuffling cars from one on-street parking space to the next (i.e., changing a vehicle's parked position from one time-limited space to another time-limited space), which shall be deemed to be one continuous period as designated by related signs.

(27) *Parking a vehicle in an on-street parking space shall be prohibited between 3:00 a.m. and 6:00 a.m. along the street locations listed below:*

a. Auburn Road between Churchill Road and Oakmont Street.

b. North Squirrel Road between Auburn Road and Parkways Boulevard.

(28) *Parking a vehicle in an on-street parking space shall be prohibited, except for loading/unloading only, in the spaces on Parkways Boulevard between North Squirrel Road and Auburn Road.*

The fines of this subsection shall be doubled concerning any violator who fails to appear within ten days of the date of the violation. In cases where the defendant has been found guilty by a court of law, the court may assess, in addition to the fines provided in this subsection, costs and judgement fees as provided by law.

- (b) Except as provided in section 70-351, the provisions of this division shall control the parking of vehicles on public highways, streets, roads and parking areas and drives and also on private parking lots, private drives, and private roads which are open to the public and for the use of patrons of any businesses, apartments, stores, offices, and clinics, providing that the owner or owners of the private parking lots, private roads or private drives consent to the enforcement of parking ordinances of the city concerning parking violations occurring within the lot, roads or drives. It shall not be necessary for the owners of non-residentially zoned private properties containing a vacant building and/or vacant buildings to consent to the enforcement of section 70-351 for violations of section 70-351 occurring on any non-residentially zoned private properties containing a vacant building and/or vacant buildings including but not limited to private parking lots located thereon and the city and its officers are authorized to enforce section 70-351 at said locations without the owners' consent. The penalties for violations of section 70-351 shall be as set forth in subsection 70-351(b) and not the penalties set forth in this division.

-
- (c) In any proceeding for a violation of this division, proof that the particular vehicle described in the complaint was parked in violation of any such provision or regulation, together with proof that the defendant named in the complaint was at the time of such offense the registered owner of such vehicle, shall constitute in evidence a presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

(Ord. No. 149, § 1, 2-9-72; Ord. No. 725, § 2, 10-6-03; Ord. No. 16-875, 3-9-16; Ord. No. 22-928, § 1, 6-6-22)

Recommendation Type	#	Recommendation	Time Frame
Enforcement	1	Implement and enforce two-hour time limit for on-street parking between the hours of 8:00 am and 6:00 pm	6 - 12 Months
Enforcement	2	Enact an anti-shuffling ordinance so that someone cannot simply move their vehicle to a different on-street space to start a new two-hour session. Limit the on-street to two-hours per day in on-street spaces within the downtown	12 - 18 Months
Enforcement	3	Implement a program of, at a minimum, random parking enforcement varying the days of the week and the times of day that the enforcement be conducted. Each enforcement shift should be for a minimum of four hours so that vehicles can be initially recorded and monitored a second time for violation of the two-hour (and other violations) limit. a. Consider the use of volunteers to perform the enforcement function to supplement the current program of police officers.	12 - 24 Months 12-24 Months
Enforcement	4	The current fine for parking violations as adopted by 52-3 District Court is \$75.00. The City's fine is \$30.00. Rich would recommend monitoring enforcement to determine if the \$30.00 is not sufficiently high enough to deter habitual offenders. If so, increase in stages up to 52-3 District Court level.	Immediate
Enforcement	5	Require that anyone parking overnight in the current and expanded parking garage have a permit	6 - 12 Months
Enforcement	6	Use the current availability through the Secretary of State's office to hold vehicle registrations for vehicles that have three or more unpaid parking citations.	12 - 24 Months
Zoning Ordinance Changes	7	The provision of parking spaces is not required in Downtown Auburn Hills. At a minimum, adjust the ordinance that developers of multi-unit residential properties provide parking at the following levels:	18 - 24 Months
		a. Studio and One bedroom – 1 parking space per dwelling unit	
		b. Two Bedroom Units – 1.5 spaces per dwelling unit	
		c. Three or more Bedroom Units – 2 spaces per dwelling unit	
	7A	Do not require parking for other developments - too many inefficient small lots	
Marketing / Operations	8	Through the DDA, encourage employees of downtown businesses to park in the more remote public off-street lots to save the most convenient spaces for downtown visitors and customers	Immediate
Marketing / Operations	9	Clearly identify the public off-street lots with signage. The signs should indicate a name of the lot (not a letter or number) and the permitted hours of operation. Overnight parking in public lots should not be allowed without a city-issued permit that limits the duration (3-days).	6 -12 Months
Marketing / Operations	10	The first floor or at least a portion of the first floor of the garage should be dedicated for customer / visitor use during the daytime hours (8:00 am – 8:00 pm). Currently, much of the floor is designated for AHH, LLC or Hyde Associates, LLC parking. Resident parking should be on the upper levels so that visitors are not driving past multiple empty spaces reserved for residential use to reach an available visitor space or to find out that all visitor parking is filled. Signs should indicate that visitor parking above the first level is allowed during the daytime hours (8:00 am – 8:00 pm) without a permit but that after a designated hour, residential parking permits are required	12- 24 Months



CITY OF AUBURN HILLS

REGULAR CITY COUNCIL MEETING

Excerpt

MARCH 21, 2022

CALL TO ORDER: Mayor McDaniel at 7:00 PM

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

Present: Mayor McDaniel, Council Members Carrier, Hawkins, Knight, and Marzolf

Absent: Council Members Kittle and Verbeke

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Police Chief Gagnon, Deputy Police Chief McGraw, Assistant Fire Chief Robinson, Recreation Director Hegdal, Parks Supervisor Torres, Recreation Coordinator Kniffen, Recreation Specialist Nama, Finance Director/Treasurer Schulz, DPW Director Baldante, Mgr of Roads and Fleet Hefner, Management Assistant Hagge, City Engineer Cousino

45 Guests

9c. Motion – To approve amendments to Traffic Control Order NP-04, no parking downtown from 3:00 am to 6:00 am.

Chief Gagnon spoke regarding Traffic Control Order NP-04 and the concerns regarding no parking downtown from 3:00 AM – 6:00 AM. There would be a 30-day period of education to ease the transition into the new order.

Mr. Mark Wayne of 3300 Auburn Rd acknowledged the problem and would like to work the City to help fix the problem. They have sent multiple emails to the residents of Designhaus and the Jordans asking them not to park on the street.

Mr. Nick Browe, owner of Browe Skin and Brow Bar shared that he has seen over 1000 customers since December 28, 2021.

It was discussed that a clause be added to the lease agreement designating where the employees are able to park and prohibit them from parking in the public spaces in the front of the building.

Moved by Carrier, Seconded by Knight.

RESOLVED: To adopt the updates to Traffic Control Order NP-04, prohibiting parking from 3:00 am to 6:00 am, on Auburn Road (between Churchill Rd. and Oakmont Rd.), on North Squirrel Road (between Auburn Rd. and Parkways Blvd.), and on Parkways Boulevard (between North Squirrel Rd. and Auburn Rd.). (Attachment D)

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

No: None

Resolution No. 22.03.49

Motion Carried (5 -0)



CITY OF AUBURN HILLS
REGULAR CITY COUNCIL MEETING
Excerpt

DECEMBER 5, 2022

CALL TO ORDER: Mayor McDaniel at 7:00 PM.

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

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

Absent: Council Member Cionka

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Police Chief Gagnon, Fire Chief Massingill, Community Development Director Cohen, Senior Services Director Adcock, Senior Services Program Coordinator Monroy, Recreation Director Hegdal, Recreation Coordinator Boyd, Finance Director Schulz, Accountant Winter, DPW Director Baldante, Mgr of Public Utilities Deman, Management Assistant Hagge, Engineer Cousino

16 Guests

9c. Motion – To approve Traffic Control Order NP-05.

Chief Gagnon presented Traffic Control Order NP-05 prohibiting parking in the three spaces on Parkways Boulevard that were originally designed as a drop-off zone only. Chief Gagnon stated that on October 3, 2022 he signed a temporary Traffic Control Order and this order has to be approved by City Council within 90 days.

Moved by Marzolf, Seconded by Verbeke.

RESOLVED: To adopt the updates to Traffic Control Order NP-05, prohibiting parking in the three spaces on Parkways Boulevard from Squirrel Road to Auburn Road except for loading/unloading only. (Attachment G)

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

No: None

Resolution No. 22.12.188

Motion Carried (6 - 0)



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 9C

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Stephen Baldante, Director of Public Works
Submitted: August 20, 2024
Subject: Motion – Award the Construction Contract for the 2024 M-24 (Lapeer Road) Improvements

INTRODUCTION AND HISTORY

BID AWARD

In 2023, the City applied for grant funding on behalf of Schostak Brothers & Company Inc. (Schostak) for improvements to M-24 (Lapeer Road). The grant has been awarded and accepted with the understanding that the city will execute the contract and manage the project. The funding will be mostly through Transportation Economic Development Fund (TEDF) - Category A grant with the remainder of the project being invoiced to Schostak. The project scope of work consists of selective widening of southbound M-24, changes to geometry of the existing crossovers along the property frontage, closure of an existing crossover, the addition of a new crossover south of Championship Drive, and installation of new signals.

On August 8, 2024, six sealed bids were received for this project. The table below provides a summary of the three lowest bids received:

Contractor	Total Bid
Florence Cement Company	\$1,962,665.80
M.L. Chartier Excavating, Inc.	\$1,982,500.00
Angelo Iafrate Construction Company	\$1,995,171.88

Florence Cement Company of Shelby Township, Michigan is the low bidder for this project. They have been in operation for 58 years and have significant experience with similar road construction projects throughout the region, including Harmon Road reconstruction for the City of Auburn Hills last year. Award of this contract is recommended to Florence Cement Company in the amount of \$1,876,855.80, per the unit prices listed on the bid. The amount entered in the bid for Crew Days (\$85,800) are not included in the recommended award amount as these are not part of payments made to the Contractor, but these amounts are included in the total for determining the lowest bid.

CONSTRUCTION ENGINEERING/OBSERVATION AND CONTRACT ADMINISTRATION SERVICES

OHM Advisors serves as the City Engineer and provides engineering, observation, and contract administration for all of the City's infrastructure capital projects. Their Scope of Services is attached as Exhibit 3.

COSTS

The total project costs including construction, engineering, and materials testing is estimated to be \$2,093,156 and reflected in the table below.

	Construction Contract	CE/CA Services	Crew Days (Observation)	Testing Services	Total
M-24 Improvements	\$1,876,856	\$102,500	\$85,800	\$28,000	\$2,093,156

Funding for this project will be paid to the city in advance from the TEDF grant and Schostak to the Major Road Fund. The TEDF grant portion of the project is approved for \$2,007,820 or 100% of the participating construction costs, whichever is lower. The grant will initially pay \$1,895,449.82 leaving Schostak responsible for \$197,706.18. The award of the contract for the road improvements is contingent upon a fully executed agreement signed by Schostak. The resolution with details of the project and City Council support is attached as Exhibit 2. While the project is being fully funded, the expense needs to be accounted for. Therefore, an amendment of \$2,093,156.00 to the Major Roads Fund (specifically account 202-452-973.000-M24IMPROVMNT) will be needed for this project.

STAFF RECOMMENDATION

Staff recommends awarding the construction contract to Florence Cement Company, Construction Engineering/ Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting for the 2024 M-24 Improvements in the amount of \$2,093,156. Staff also recommends a budget amendment in the amount of \$2,093,156 to account number 202-452-973.000-M24IMPROVMNT.

MOTION

Move to award the construction contract to Florence Cement Company, Construction Engineering/ Observation and Contract Administration Services to OHM Advisors, and Material Testing Services to G2 Consulting for the 2024 M-24 Improvements in the amount of \$2,093,156. Also, move to amend the City's 2024 budget as indicated in the staff recommendation section of the memo. Our approval of this bid award and our participation therein is subject to the City receiving a fully executed copy of the road improvements contract by Schostak/PAH Real Estate LLC.

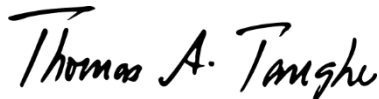
EXHIBITS

Exhibit 1 – TEDF – Category A Contract

Exhibit 2 – Agreement Regarding Transportation Improvement Project with Schostak

Exhibit 3 – OHM Scope of Services

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER

TED (A)
NON FED

COM
Control Section EDA 63112
Job Number 220938CON
Contract No. 24-5229

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF AUBURN HILLS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Auburn Hills, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated May 3, 2024, attached hereto and made a part hereof:

Shoulder conversion to thru lane along southbound M-24 from Harmon Road to I-75 on-ramp; northbound M-24 to southbound M-24 crossover closure and traffic signal removal at Championship Drive; right turn lane construction along southbound M-24 at Championship Drive; southbound M-24 to northbound M-24 crossover closure at Paldan Drive; southbound M-24 to northbound M-24 crossover construction approximately 230 feet south of Championship Drive including construction of a left turn lane; right turn lane construction along southbound M-24 at Isiah Thomas Drive and traffic signal modernization; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987, as amended, and is categorized as:

CATEGORY "A" FUNDED PROJECT

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

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

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

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.

- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.
- (1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.
 - (2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.
- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.
- The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.
- E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications

and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by TED FUNDS. TED FUNDS Category A shall be applied to the eligible items of the PROJECT COST up to an

amount not to exceed the lesser of: (1) 100 percent of the approved and responsible low bid amount, or (2) \$2,007,820. The balance, if any, of the PROJECT COST, after deduction of TED FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT, the final costs included in the grant, and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed 2,007,820. The grant includes those activities of preliminary engineering, right-of-way acquisition, construction, and construction engineering related to the grant. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 100 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

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

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

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

is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #1457 shall be forfeited back to the DEPARTMENT.

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

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

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

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

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

In accordance with the permit issued to the REQUESTING PARTY by the DEPARTMENT, the facilities constructed as the PROJECT and allowed on state trunkline right-of-way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Should the facilities constructed as the PROJECT interfere with future trunkline highway operations or safety, the REQUESTING PARTY agrees to the modification of said facilities as required by the DEPARTMENT. The REQUESTING PARTY shall be responsible for the performance of and the costs associated with any such changes.

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

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

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

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

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

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set

forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

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

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

CITY OF AUBURN HILLS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



May 3, 2024

EXHIBIT I

CONTROL SECTION	EDA 63112
JOB NUMBER	220938CON

ESTIMATED COST

Estimated PROJECT COST

Contracted Work	\$2,007,820
-----------------	-------------

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$2,007,820
Less TED FUNDS*	<u>\$2,007,820</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 0

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

Tabulation for Bids Received on 8/8/2024
Lapeer Road Improvements
City of Auburn Hills , Oakland County, State of Michigan
OHM Job No.: 0120-24-0280

Florence Cement Company
51515 Corridor
Shelby Twp, MI 48315
Phone: (586) 997-2666

M.L. Chartier Excavating, Inc.
9195 Marine City Hwy
Fair Haven, MI 48023
Phone:(586) 725-1450

Angelo Iafraite Construction Company
26300 Sherwood Avenue
Warren, MI 48091
Phone: (586) 756-1070

Springline Excavating LLC
32945 Folsom Road
Farmington Hills, MI 48335
Phone: (313) 491-6685

Pro-Line Asphalt Paving Corp.
11797 29 Mile Road
Washington Twp, MI 48095
Phone: (586) 752-7730

Cadillac Asphalt LLC
39255 Country Club Drive, Suite B20
Farmington Hills, MI 48331
Phone:(248) 388-7074

No.		Estimated		Unit		Unit		Unit		Unit		Unit		Unit		Unit		Unit	
		Quantity		Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount	Price	Amount
1	Mobilization, Max 10%	1	LSUM	\$119,300.00	\$119,300.00	\$190,000.00	\$190,000.00	\$195,000.00	\$195,000.00	\$207,000.00	\$207,000.00	\$140,000.00	\$140,000.00	\$210,000.00	\$210,000.00				
2	Culv. Rem, Less than 24 inch	1	Ea	\$1,627.00	\$1,627.00	\$933.16	\$933.16	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00				
3	Dr Structure, Rem	7	Ea	\$1,225.00	\$8,575.00	\$1,217.93	\$8,525.51	\$500.00	\$3,500.00	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00	\$1,200.00	\$8,400.00				
4	Sewer, Rem, Less than 24 inch	78	Ft	\$54.00	\$4,212.00	\$73.21	\$5,710.38	\$2.50	\$3,900.00	\$30.00	\$2,340.00	\$30.00	\$2,340.00	\$30.00	\$2,340.00				
5	Curb and Gutter, Rem	3642	Ft	\$17.50	\$63,735.00	\$19.34	\$70,436.28	\$2.50	\$9,105.00	\$13.00	\$47,346.00	\$12.00	\$43,704.00	\$13.00	\$47,346.00				
6	Guardrail, Rem	665	Ft	\$4.00	\$2,660.00	\$3.25	\$2,161.25	\$3.25	\$2,161.25	\$3.25	\$2,161.25	\$4.00	\$2,660.00	\$3.25	\$2,161.25				
7	Pavt, Rem	1671	Syd	\$10.50	\$17,545.50	\$9.48	\$15,841.08	\$10.00	\$16,710.00	\$15.00	\$25,065.00	\$16.00	\$26,736.00	\$15.00	\$25,065.00				
8	Exploratory Investigation, Vertical	50	Ft	\$31.30	\$1,565.00	\$84.30	\$4,215.00	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00				
9	Embankment, CIP	2281	Cyd	\$18.05	\$41,172.05	\$36.78	\$83,895.18	\$10.00	\$22,810.00	\$22.00	\$50,182.00	\$25.00	\$57,025.00	\$22.00	\$50,182.00				
10	Excavation, Earth	1055	Cyd	\$35.00	\$36,925.00	\$18.19	\$19,190.45	\$35.00	\$36,925.00	\$40.00	\$42,200.00	\$60.00	\$63,300.00	\$40.00	\$42,200.00				
11	Subgrade Undercutting, Type IV	200	Cyd	\$67.90	\$13,580.00	\$85.66	\$17,132.00	\$90.00	\$18,000.00	\$75.00	\$15,000.00	\$40.00	\$8,000.00	\$75.00	\$15,000.00				
12	Project Cleanup	1	LSUM	\$1,000.00	\$1,000.00	\$4,756.70	\$4,756.70	\$3,001.00	\$3,001.00	\$13,000.00	\$13,000.00	\$7,500.00	\$7,500.00	\$23,731.47	\$23,731.47				
13	Subbase, CIP	2046	Cyd	\$47.25	\$96,673.50	\$43.02	\$88,018.92	\$40.00	\$81,840.00	\$33.00	\$67,518.00	\$45.00	\$92,070.00	\$33.00	\$67,518.00				
14	Aggregate Base, 6 inch	6643	Syd	\$16.31	\$108,347.33	\$10.63	\$70,615.09	\$15.00	\$99,645.00	\$13.00	\$86,359.00	\$14.00	\$93,002.00	\$13.00	\$86,359.00				
15	Shld, Cl II, 6 inch	230	Syd	\$24.00	\$5,520.00	\$19.71	\$4,533.30	\$30.00	\$6,900.00	\$40.00	\$9,200.00	\$30.00	\$6,900.00	\$40.00	\$9,200.00				
16	Sewer, Cl A, 12 inch, Tr Det B	176	Ft	\$142.50	\$25,080.00	\$150.71	\$26,524.96	\$175.00	\$30,800.00	\$160.00	\$28,160.00	\$160.00	\$28,160.00	\$160.00	\$28,160.00				
17	Sewer, Cl E, 12 inch, Tr Det B	11	Ft	\$127.30	\$1,400.30	\$150.71	\$1,657.81	\$175.00	\$1,925.00	\$160.00	\$1,760.00	\$160.00	\$1,760.00	\$160.00	\$1,760.00				
18	Sewer Tap, 12 inch	5	Ea	\$427.45	\$2,137.25	\$880.07	\$4,400.35	\$1,000.00	\$5,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00				
19	Sewer Tap, 36 inch	2	Ea	\$1,231.95	\$2,463.90	\$1,100.09	\$2,200.18	\$3,500.00	\$7,000.00	\$4,900.00	\$9,800.00	\$4,900.00	\$9,800.00	\$4,900.00	\$9,800.00				
20	Video Taping Sewer and Culv Pipe	276	Ft	\$4.00	\$1,104.00	\$1.50	\$414.00	\$5.00	\$1,380.00	\$10.00	\$2,760.00	\$10.00	\$2,760.00	\$10.00	\$2,760.00				
21	Dr Structure Cover, Adj, Case 2	2	Ea	\$746.00	\$1,492.00	\$715.20	\$1,430.40	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00				
22	Dr Structure Cover, Type B	3	Ea	\$670.00	\$2,010.00	\$543.34	\$1,630.02	\$750.00	\$2,250.00	\$540.00	\$1,620.00	\$540.00	\$1,620.00	\$540.00	\$1,620.00				
23	Dr Structure Cover, Type E	1	Ea	\$520.00	\$520.00	\$340.47	\$340.47	\$350.00	\$350.00	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00	\$340.00				
24	Dr Structure Cover, Type K	15	Ea	\$940.00	\$14,100.00	\$813.85	\$12,207.75	\$1,000.00	\$15,000.00	\$810.00	\$12,150.00	\$810.00	\$12,150.00	\$810.00	\$12,150.00				
25	Dr Structure, 48 inch dia	15	Ea	\$2,700.00	\$40,500.00	\$3,483.71	\$52,255.65	\$4,500.00	\$67,500.00	\$2,800.00	\$42,000.00	\$2,800.00	\$42,000.00	\$2,800.00	\$42,000.00				
26	Dr Structure, 72 inch dia	1	Ea	\$7,600.00	\$7,600.00	\$11,173.00	\$11,173.00	\$10,000.00	\$10,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00	\$16,000.00				
27	Dr Structure, 96 inch dia	1	Ea	\$15,500.00	\$15,500.00	\$25,939.64	\$25,939.64	\$15,000.00	\$15,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00	\$27,000.00				
28	Dr Structure, Add Depth of 96 inch dia, 8 foot to 15 foot	6	Ft	\$670.00	\$4,020.00	\$1.17	\$7.02	\$1,000.00	\$6,000.00	\$737.00	\$4,422.00	\$737.00	\$4,422.00	\$737.00	\$4,422.00				
29	Dr Structure, Add Depth of 72 inch dia, 8 foot to 15 foot	3	Ft	\$460.00	\$1,380.00	\$1.17	\$3.51	\$500.00	\$1,500.00	\$366.00	\$1,098.00	\$366.00	\$1,098.00	\$366.00	\$1,098.00				
30	Dr Structure, Adj, Add Depth	2	Ft	\$375.00	\$750.00	\$174.90	\$349.80	\$300.00	\$600.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00	\$725.00	\$1,450.00				
31	HMA Surface, Rem	6824	Syd	\$13.60	\$92,806.40	\$9.01	\$61,484.24	\$8.00	\$54,592.00	\$15.00	\$102,360.00	\$12.00	\$81,888.00	\$15.00	\$102,360.00				
32	Hand Patching	108	Ton	\$124.00	\$13,392.00	\$209.50	\$22,626.00	\$210.00	\$22,680.00	\$209.50	\$22,626.00	\$230.00	\$24,840.00	\$209.42	\$22,617.36				
33	HMA Approach, High Stress	1957	Ton	\$180.00	\$352,260.00	\$138.26	\$270,574.82	\$140.00	\$273,980.00	\$138.26	\$270,574.82	\$180.00	\$352,260.00	\$138.26	\$270,574.82				
34	Curb and Gutter, Conc, Det F6	4317	Ft	\$30.75	\$132,747.75	\$27.65	\$119,365.05	\$27.00	\$116,559.00	\$27.65	\$119,365.05	\$28.00	\$120,876.00	\$29.00	\$125,193.00				
35	Valley Gutter, Conc	162	Ft	\$50.00	\$8,100.00	\$33.65	\$5,451.30	\$43.00	\$6,966.00	\$33.65	\$5,451.30	\$34.00	\$5,508.00	\$50.00	\$8,100.00				
36	Sidewalk, Conc, 6 inch	118	Sft	\$7.00	\$826.00	\$11.20	\$1,321.60	\$9.00	\$1,062.00	\$11.20	\$1,321.60	\$12.00	\$1,416.00	\$7.00	\$826.00				
37	Shared use Path, HMA	83	Ton	\$276.00	\$22,908.00	\$212.40	\$17,629.20	\$215.00	\$17,845.00	\$212.40	\$17,629.20	\$200.00	\$16,600.00	\$212.40	\$17,629.20				
38	Guardrail Approach Terminal, Type 2M	1	Ea	\$3,900.00	\$3,900.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00	\$3,650.00				
39	Guardrail Departing Terminal, Type MGS	1	Ea	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00				
40	Guardrail, Type MGS-8, 108 inch Post	388	Ft	\$32.00	\$12,416.00	\$31.00	\$12,028.00	\$31.00	\$12,028.00	\$31.00	\$12,028.00	\$31.00	\$12,028.00	\$31.00	\$12,028.00				
41																			



CITY OF AUBURN HILLS

REGULAR CITY COUNCIL MEETING

Excerpt

AUGUST 21, 2023

CALL TO ORDER: Mayor McDaniel at 7:00 PM.

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

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

Absent: None

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Beckerleg, City Clerk Pierce, Chief of Police Gagnon, Fire Chief Massingill, Community Development Director Cohen, Construction Coordinator Lang, Economic Development Mgr Carroll, DPW Director Baldante, Appraiser Griffin, Management Assistant Hagge, Engineer Driesenga

35 Guests

4. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, August 8, 2023

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

7b. Motion – To approve the Resolution of Support for Transportation Economic Development Fund (TEDF) Category A Funding for Lapeer Road Improvements, along with the associated Reimbursement Agreement with Schostak Brothers & Company Inc.

RESOLVED: To approve the Resolution of Support for Transportation Economic Development Fund (TEDF) Category A Funding for the LAPEER ROAD IMPROVEMENT & ECONOMIC DEVELOPMENT PROJECT, along with the attached AGREEMENT REGARDING TRANSPORTATION IMPROVEMENT PROJECT. (Attachment A)

7c. Motion – To approve the regional nozzle grant purchase.

RESOLVED: To approve the purchase of 136 Elkhart Brass fire suppression nozzles form CSI Emergency Apparatus, LLC in the amount of \$122,515.54 which are to be distributed among participating agencies and accept reimbursement of federal funding as well as from The Village of Holly Fire Department, Brandon Township Fire Department, and Farmington Hills Public Safety and To approve budget amendments as detailed in the memo increasing both the General fund Fire Suppression appropriations \$109,858.10 and increasing revenues \$109,858.10. (Attachment B)

7d. Motion – To approve the Crisis Intervention Team Training Reimbursement Program.

RESOLVED: To approve the Memorandum of Understanding with the Oakland Community Health Network and authorize the Chief of Police to sign the agreement on behalf of the City.

7e. Motion – To reallocate funding for the DPW HVAC Renovation Project.

RESOLVED: To reallocate \$295,500 for the DPW HVAC Renovation Project to the capital fund and amend the 2023 budget with an increase in appropriations of \$20,000.00.

7f. Motion - To receive and file the Salary Resolution and Benefits Resolution as recommended by the Elected Officials Compensation Commission.

RESOLVED: To receive and file the Salary Resolution and Benefits Resolution as recommended by the Elected Officials Compensation Commission on August 15, 2023. (Attachments C & D)

Moved by Verbeke, Seconded by Carrier.

RESOLVED: To approve the Consent Agenda

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

No: None

Resolution No. 23.08.088

Motion Carried (7 - 0)

ATTACHMENT A

RESOLUTION OF SUPPORT LAPEER ROAD IMPROVEMENT & ECONOMIC DEVELOPMENT PROJECT

At a regular meeting of the City Council of the City of Auburn Hills, County of Oakland, State of Michigan, held in the Council Chambers at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, at 7:00 PM, on the 21st day of August 2023.

The following resolution was offered by Councilperson Verbeke and seconded by Councilperson Carrier:

WHEREAS, the Michigan Department of Transportation is accepting applications for grants from the Transportation Economic Development Fund Category A Program; and

WHEREAS, Schostak Brothers & Company Inc. intends to construct a new facility for General Motors on the former Palace of Auburn Hills site, investing \$200,000,000 and creating 1,050 jobs, which will directly support the expanded General Motors Orion Assembly Facility in Orion Township; and

WHEREAS, the City acknowledges and supports the new business developments in the area that will bring new jobs to Michigan, including General Motors and surrounding businesses; and

WHEREAS, the Michigan Department of Transportation has determined that Lapeer Road crossovers will need to be reconstructed to accommodate heavy truck traffic at the new facility, and

WHEREAS, the City and Schostak Brothers & Company Inc. have partnered together to apply for the grant funding through the Michigan Transportation Economic Development Fund to aid in funding the Lapeer Road Improvement & Economic Development Project; and

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Auburn Hills hereby authorizes an application for a Transportation Economic Development Funds Category A grant for the Lapeer Road project, wherein the City of Auburn Hills will commit to providing a local 20% match of \$1,200,000 with the Michigan Transportation Economic Development Fund Grant consideration of \$4,800,000. The Michigan Department of Transportation will continue to maintain the improved roadway; and

BE IT FURTHER RESOLVED, by the City Council of the City of Auburn Hills that in an ongoing effort to manage traffic patterns efficiently and effectively in Auburn Hills, and in support of economic development and bringing new jobs to Michigan, the City Council of the City of Auburn Hills supports the construction of the LAPEER ROAD IMPROVEMENT & ECONOMIC DEVELOPMENT PROJECT described in this document.

BE IT FURTHER RESOLVED NOW that the City Council of the City of Auburn Hills authorizes Thomas A. Tanghe, City Manager, to prepare and submit the application for the above-named project and to be designated as the authorized agent for all activities associated with securing and accepting any funding.

AYES: 7 (Carrier, Cionka, Hawkins, Knight, Marzolf, McDaniel, Verbeke)
NAYS: None
ABSENT: None
ABSTENTIONS: None

THE RESOLUTION WAS DECLARED ADOPTED

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Auburn Hills, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Auburn Hills at a regular meeting held on the 21st day of August 2023, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of August 2023.

Laura M. Pierce, City Clerk



August 19, 2024

Mr. Stephen Baldante
Director of Public Works
City of Auburn Hills
1500 Brown Road
Auburn Hills, Michigan 48326

RE: **2024 M-24 Improvements**
Scope of Construction Services

Dear Mr. Baldante:

Outlined below is a Scope of Work for construction services to be provided by OHM Advisors for the above referenced project.

PROJECT UNDERSTANDING

It is our understanding that the City of Auburn Hills plans to move forward with the construction of the M-24 Improvements for which bids were received on Thursday, August 8, 2024. The proposed project consists of roadway improvements along M-24 along the Palace of Auburn Hills Property in conjunction with redevelopment of that parcel. The project scope of work consists of selective widening of southbound M-24, changes to geometry of the existing crossovers along the property frontage, closure of an existing crossover, the addition of a new crossover south of Championship Drive, and installation of new signals. The construction plans were prepared by Fishbeck and have been approved for construction by MDOT. OHM has been asked to provide contract administration and construction engineering services for the City during the project. The total project is anticipated to cost approximately \$2.1 million, with TEDF Category A funding of \$1.875 million. It is our understanding that the Developer is paying for all project costs not covered by the TEDF grant per the agreement with the City.

SCOPE OF SERVICE

Contract Documents and Bidding Administration

Assistance will be provided to advertise the final construction plans for bidding, assessment and award of the bid, and preparing contract documents. Specific work efforts include:

- ▶ Prepare a bid sheet entailing all items of work and associated quantities.
- ▶ Prepare a final engineer's opinion of probable cost.
- ▶ Prepare and place an advertisement for bid. It is anticipated that the job will be advertised for at least three (3) weeks through BidNet, MITA & CAM.
- ▶ Prepare schedule for proposed work, including construction start, substantial completion, and final completion dates.
- ▶ Produce two (2) copies of contract documents for the DPW, if requested.
- ▶ Attend and plan one (1) meeting with the City to review contract documents prior to distribution for bid, if requested.
- ▶ Attend the bid opening.
- ▶ Prepare and evaluate a project bid tab. The bid tab shall include bidding contractors' total project bid and



- unit price breakdown.
- Check references for the three lowest bidding contractors.
- Provide a recommendation of award.
- OHM will assist in executing the Contract books including the following:
 - i. Create and mail out a Notice of Award letter to the awarded Contractor.
 - ii. Coordinate the execution of six (6) copies of contract book.
 - iii. Produce two (2) executed copies of contract documents for the City. One copy will be delivered to the City Clerk and one copy will be delivered to the DPW.
- If the City Council does not award the contract, then OHM will communicate that information to the appropriate Contractors.

Construction Engineering / Observation

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

- Provide daily observation of the project when construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards. Full-time observation will be provided for all roadway and utility construction.
- Produce daily field reports to document construction activities and record quantities of contract pay items.
- Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- Arrange and attend regularly scheduled progress meetings during the construction phase. It is anticipated that meetings will be held weekly during the active construction period.
- Coordinate with the materials testing consultant on material related items.
- Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.
- Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.

Contract Administration

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

- Coordination with the Contractor and City to execute the contract documents.
- Arrange and attend one (1) pre-construction meeting prior to the start of the project.
- Provide two (2) signed copies of the contract documents to the City, one (1) to the Clerk's office and one (1) to the DPW.
- Review Contractor's progress on the project to ensure that the work is in compliance with the proposed schedule.
- Prepare monthly construction pay estimates and process contract change orders (if required).
- Request and review information from the Contractor to verify compliance with wage rates, Buy America, and other funding requirements.
- Review construction claims and coordinate claim resolution with Contractor and City.
- Request and collect Contractor's declaration, contractor's affidavit, waivers from major suppliers and subcontractors, release of surety, and release from other public agencies for which permits have been obtained under this contract.



Crew Days (Construction Observation)

This project contract includes a line item for Crew Days in Contractor's bid. This item is for construction observation required for the Contractor's operations. OHM will provide daily observation of work under this Crew Day item. Full-time inspection will be provided for all construction operations as indicated in the contract specifications for Crew Days. The Contractor has included the Crew Day amount in their bid based on their anticipated schedule for the project.

SCHEDULE

Based on the Council meeting schedule, we anticipate that the project award would be approved at the August 26th Council meeting. Construction on the project is anticipated to begin this fall. The project is expected to be substantially completed by July 2025.

COMPENSATION

The contract documents/bidding, construction engineering and contract administration outlined above will be performed on an hourly basis for the not-to-exceed amount of one hundred two thousand five hundred dollars (\$102,500.00). The construction observation as Crew Days will be performed on a per day basis for the amount of eighty-five thousand eight hundred dollars (\$85,800.00), which is based on the amount bid by the Contractor for this item. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:

	Contract Documents & Bidding	Construction Engineering	Contract Administration	Crew Days (Observation)	Total
M-24 Improvements	\$7,500	\$48,500	\$46,500	\$85,800	\$188,300
Construction Services Total			\$188,300		
Materials Testing Services (G2)			\$28,000		

FURTHER CLARIFICATIONS AND ASSUMPTIONS

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

- The construction observation as Crew Days will be performed on a per day basis, the amount of Crew days will be determined upon award of the contract. An estimated amount for this service is indicated above.
- Materials testing services will be provided by G2 Consulting Group under a separate contract and are not included in this scope of services. The estimated amount for this service is indicated above.
- The City will be responsible for all permit fees.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to providing professional services on this project. If you have any questions, please contact us.



Sincerely,
OHM ADVISORS

A handwritten signature in blue ink, reading "Timothy J. Juidici", positioned above a horizontal line.

Timothy J. Juidici, P.E.
Principal

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

**City of Auburn Hills
2024 M-24 Improvements
Construction Services**

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: AUGUST 26, 2024

AGENDA ITEM NO 13A

13. CLOSED SESSION

No Electronic Information Available

MOTION

Move to meet in closed session to discuss labor negotiations pursuant to MCL 15.268(1)(c) of the Open Meetings Act.



July 31, 2024

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

RE: Programming Advisory

Dear Ms. Pierce:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that Comcast has just completed negotiations on a new contract that allows us to restore content from Bally Sports, but requires it be relocated from the Digital Starter (Popular TV) service tier to the Digital Preferred (Ultimate TV) service tier effective August 1, 2024. We have also notified customers of this change.

Sincerely,

A handwritten signature in black ink that reads "Eric M. Woody". The signature is written in a cursive, flowing style.

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

Both sides far apart in OU contract negotiations with faculty

Salary increases at the heart of the impasse



Talks on a new contract will continue this week between Oakland University and the AAUP. Classes are scheduled to begin on Sept. 4. photo by Matt Fahr Media News Group

By **Matthew Fahr** | mfahr@medianewsgroup.com | The Oakland Press

UPDATED: August 13, 2024 at 12:08 a.m.

With classes set to begin in less than a month, a new contract between Oakland University and the professors' union does not appear imminent.

The university and Oakland University American Association of University Professors union are scheduled to sit down with a third-party mediator on Thursday as contract negotiations continue, and an extension of the old contract is set to expire the same day.

Classes are scheduled to begin on Sept. 4 and Steve Mackey, vice president for finance and administration, said the two sides remain far apart.

"It is probably like \$12 to \$14 million, in that ballpark," said Mackey, estimating the gap separating the two sides. "We are still a way apart."

"A new multi-year deal would need to be inked by Sept. 3 at the latest to ensure a timely start of the semester on Sept. 4," the union said in an Aug. 9 statement. "The two sides remain far apart on financial proposals."

Classes were delayed two days back in 2021 when faculty went on strike after they could not reach an agreement on their last contract.

Negotiations on a new contract began in May.

Mackey said the university's opening offer included a five-year contract and the union's opening offer was a three-year contract.

But the financial gap was the most significant difference from the outset.

"We started off with about a \$20 million (difference) between the two packages," said Mackey, who is not part of the negotiations but is familiar with the process. "We got it down to \$18 million and it stalled, that is why we called in the mediator early, because we were so far apart, we were not making any meaningful movement."

The union is asking for a salary adjustment to offset the average loss of purchasing power from 2020-2024.

Faculty are seeking average 4% yearly raises. The union argues that faculty suffered under the previous contract, which offered an average 1.25% raise each year since 2020 and that the raise itself was not enough to cover inflation costs.



CSUMB Directory PhotoPhoto by: Brent Dundore-Arias

"The new money that was in the contract was actually eaten away before the end of 2021," said union chapter President Michael Latcha. "Inflation eliminated the pay raise, and any bonus went toward our added health care costs. Oakland faculty have actually been losing money for the last three years."

Mackey said inflation costs have also affected the university.

"I get that inflation has hit them really, really hard. It has hit us as an institution," he said. "Our cost for consumables has skyrocketed. We are struggling as an institution and as a business too."

"We feel that our numbers are a reasonable investment in the university's teachers, especially considering the school's more than solid finances which are backed up by massively increasing reserve dollars and a high Moody's credit score," said Amy Pollard, the union's executive director.

The reserve funds Pollard referred to was \$202 million in unrestricted reserve funds that could possibly be used to help bridge monetary gaps in contract negotiations.

Mackey gave a presentation to both sides last week showing that contrary to the term "unrestricted" the funds – which include designations for academic departments, gifts to the university and "rainy day" funds – are actually restricted and not available to include in contract discussions.

"The reserve is not a piggy bank," said Mackey. "And that is what I showed everyone in my presentation. I pulled the curtains open on that fund and now both sides know they are starting at a level playing field."

Even with a level playing field, the union remains frustrated with the process and the outcome of the last contract.

"The university's refusal to pay their faculty a fair wage is an attack on the quality of public education," Latcha said in May. "Like so many industries, they want it both ways – raise prices but skimp on the people who actually do the work."

Kevin Corcoran, interim executive vice president for academic affairs and provost, said union frustration has not carried over into negotiations, but effects from the last contract are evident.

"While there may be heated exchanges at the table, in contrast to last time, their bargaining diary is much more measured," he said. "I know from talking with individual faculty that there are certainly still some bruises."

Mackey said there are a number of factors involved in what the university can offer. A big one is state funding.

Projected state aid this year shrunk from 2.5% to 1.5%, a loss of \$750,000 for the university.

"We have two factors basically feeding 98% of our budget – tuition and that state allocation," said Mackey. "When that state allocation gets funded at 1.5%, how do you even pay 4% in salaries?"

In their Aug. 9 statement, the union gave an example of what their members are dealing with.

Cody Eldredge is a political science professor who started at OU in 2017. He has won multiple teaching awards and earned the highest possible scores on his merit evaluations. His yearly raises amounted to about \$900 a year, but those didn't keep up with cost of living.

"This is demoralizing," Eldredge said. "I work hard. I put my students first. I serve on several committees and publish research. But with inflation, my salary feels like it continues to shrink—it's actually like I make \$6,000 less than when I started."

The union said the university's latest proposal offers an average 2.75% yearly raise tied to yearly evaluations, with less than 1% of the raise being guaranteed each year.

"The proposed structure of a forced distribution is unfair, and unproductive," union member Scott Tiegs said. "It's a lot like deciding to give 10-15% of students in a class an A and 20% an F before the semester even starts, no matter how much they learn."

More Rite Aid closures announced in Oakland County



Rite Aid store at 1186 Baldwin Ave. in Pontiac. (Peg McNichol/MediaNews Group)

By **Peg McNichol** | pmcnichol@medianewsgroup.com

UPDATED: August 2, 2024 at 10:52 a.m.

On the heels of the Rite Aid store in Milford closing and four more identified in Oakland County last month, the drugstore chain announced all Michigan and Ohio stores will close in mid-August. That includes seven more in Oakland County:

- Bloomfield Square, 3251 South Blvd., Auburn Hills
- 33330 W. 12 Mile, Farmington Hills
- 15242 N. Holly Road, Holly
- 10 S. Ortonville Road, Ortonville
- 1026 N. Main St., Royal Oak
- Rochester Hills Plaza, 1378 Walton Blvd., Rochester Hills
- 5520 Drake Road, West Bloomfield

Last month, Rite Aid announced it would close four Oakland County stores:

- 5789 Ortonville Road, Clarkston
- 3273 W. Huron St., Waterford
- 25610 Pontiac Trail, South Lyon
- 360 N. ML King Jr. Blvd., Pontiac

Rite Aid filed for bankruptcy in October 2023 and said it plans to close 400 to 500 of its 2,200 stores. In June, the chain said it was closing 12 of its 186 stores in Michigan, followed by reports that it would shut all its locations in the state in August. The chain is also closing its distribution center in Waterford Township on Aug. 16 and laying off 191 workers.

Oakland County escalates effort to eliminate phragmites

Knotweed also being treated for the next three months



Invasive phragmites in winter. (Courtesy, Oakland County Parks)

By **Peg McNichol** | pmcnichol@medianewsgroup.com

PUBLISHED: August 4, 2024 at 5:11 a.m.

The campaign to reduce invasive plants such as phragmites and knotweed along Oakland County roads has resumed.

The county road commission and the Cooperative Invasive Species Management Area (CISMA) are partners in the effort, which continues through October.

Commercial herbicides are the only effective way to treat these types of invasive plants, according to the road commission.

Phragmites are tall reedy grasses that can reach heights of 15 feet in wet areas. They create safety and environmental problems by blocking drivers' views at intersections, impeding water access, impairing drainage, damaging infrastructure, and crowding out habitat. Because they grow in dense clusters phragmites' dry reeds can fuel damaging fires with temperatures that can reach up to 2,000 degrees Fahrenheit.



A contractor from Plant Wise watches the controlled burning of phragmites along White Lake Road in Clarkston in an effort to rid the invasive species, Thursday, May 9, 2013. (Oakland Press Photo:Vaughn Gurganian)

A phragmites fire In March 2011 burned 160 acres at Great Lakes Crossing Mall in Auburn Hills. The fire was so intense that area homes and businesses were evacuated, and I-75 was closed. A similar fire happened a year later. In 2013, a phragmites fire torched 150 acres on Harsens Island according to the Great Lakes Phragmites Collaborative.

Knotweed is another noxious perennial with broad green leaves that quickly spreads and can damage buildings and roads.

Over the next three months state-licensed contractors will apply herbicides from backpack-style sprayers or from a vehicle equipped with a sprayer.

People will see yellow signs posted in each area on treatment days that will say what and where herbicides were used and what restrictions apply. People should avoid the treated areas until after the herbicide has dried.

Contractors will treat knotweed using Stantec. People with questions can call (616) 847-1680, visit www.stantec.com or write to the company at 8060 Kensington Ct., Brighton MI 48116.

For questions about chemical products used and application methods to treat phragmites, contact Stantec or PLM Lake and Land Management Corp., 10785 Bennett Drive, Morrice, MI 48857, (800) 382-4434, www.plmcorp.net.

Learn more about CISMA members and partners online at <https://oaklandinvasivespecies.org/current-members/>.

People can also contact the road commission at (877) 858-4804 or by email at dcsmail@rcoc.org.

OU professors union turns down contract offer

Negotiation timeline threatens start of classes



The next bargaining session between OU and the OU-AAUP is scheduled for Aug 28. photo by Matt Fahr MediaNews Group
By **Matthew Fahr** | mfahr@medianewsgroup.com | The Oakland Press
UPDATED: August 16, 2024 at 6:16 p.m.

A new contract offer from Oakland University to the faculty union was turned down in the latest bargaining session on Thursday.

During the mediator-led session, OU offered the Oakland University American Association of University Professors (OU-AAUP) union a contract that included 14.25% in raises over five years, along with increases in travel funding and research fellowships.

The union rejected the offer. Both sides are not scheduled to meet again with the mediator until Aug. 28. The current contract was also extended until then. Classes are scheduled to begin Wednesday, Sept 4.

"I don't think faculty would object to merit raises, but we are much more concerned with the erosion of everyone's salary due to inflation and that has to be addressed first and that is not being done through merit (raises)," said AAUP chapter president Mike Latcha.

The university laid out their proposal in a statement.

- Year 1: 4% merit increase plus a \$1,000 lump sum payment if the contract is finalized by Aug. 15
- Year 2: 2.75% merit increase
- Year 3: 2% merit increase, plus \$300,000 allocated for market adjustments (which equals another 0.5% in raises)
- Year 4: 2.5% merit increase
- Year 5: 2.5% merit increase

"Additionally, in hopes of finding a sustainable deal that rewards faculty for their critical efforts, OU agreed to withdraw its proposal on how merit pay is determined and significantly modified its position on teaching workloads for special instructors," the university statement read. "Despite that, OU-AAUP rejected the deal."

In a statement posted on their website, the union explained why they turned down the offer.

"The employer is proposing to alter the current (1-5 scoring) merit system to require that only 10-15% of full-time faculty receive merit scores of 5 and only 20-25% receive a 4," the statement read. "This would have resulted in driving down the scores and wages of over 300 members. This not only has the effect of undermining the merit system but would result in economic bias and discrimination."

The university claims that if they accept the current salary proposal from the union – a three-year contract with 4% salary increases in the merit pool – It would cost OU \$21.8 million over three years.

"For OU to consider this package, it would have to consider raising student tuition by more than 10% per year," the school said. "When all compensation and benefit improvements are considered, OU's offer would result in increased costs of at least \$13 million over five years."

Latcha said there was another reason why the offer was rejected.

"They have 14.25% on the table for five years, in the last three years, if you take what inflation has done and subtract what is in the current contract, in the last three years faculty have lost 13% of their salary," Latcha said. "It would be a net 1% raise for the next five years, which would immediately be eroded by inflation and then locked in for the next four and a half years and we simply cannot take that risk."

The union also said the \$300,000 offer in the third year for market adjustment was insufficient.

"They did offer a market adjustment in year three of the contract though it is funded with only \$300,000, far less than the more than \$3,000,000 needed to close the gap between Oakland and its peer institutions," the union said.

Although the union is willing to meet directly with the university before the next bargaining session, they claim OU is unwilling.

"In spite of the employer's refusal to meet over the next couple of weeks, our team will continue to work together for a contract that is fair and equitable," the union said.