



## 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	6:30 PM	Public Safety Building 1899 N. Squirrel Road
12	Election Commission	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
12	<del>Zoning Board of Appeals</del>	<del>7:00 PM</del>	<b>CANCELED</b>
16	<del>Downtown Development Authority</del>	<del>5:15 PM</del>	<b>CANCELED</b>
17	<del>Brownfield Redevelopment Authority</del>	<del>6:00 PM</del>	<b>CANCELED</b>
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
30	Election Commission / Public Accuracy Test	<del>3:00 PM</del> <b>3:30 PM</b>	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.



# AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

## OCTOBER 2024

DAY	TITLE	TIME	LOCATION
7	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
7	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
8	Tax Increment Finance Authority	4:00 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Planning Commission	7:00 PM	Council Chamber 1827 N. Squirrel Road
10	Zoning Board of Appeals	3:30 PM 7:00 PM	Council Chamber 1827 N. Squirrel Road
14	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
15	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
21	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
10/26-11/3	Early Voting		Public Safety Building 1899 N. Squirrel Road 8:30 AM – 4:30 PM (except 10/31) 10/31 from noon – 8:00 PM

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



**CITY OF AUBURN HILLS**  
**MONDAY, SEPTEMBER 23, 2024**

**Workshop Session ♦ 5:30 PM**

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

**Regular City Council Meeting ♦ 7:00 PM**

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

248-370-9402 ♦ [www.auburnhills.org](http://www.auburnhills.org)

Workshop Topic: Budget Workshop (1 of 2)

**1. MEETING CALLED TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL OF COUNCIL**

**4. APPROVAL OF MINUTES**

4a. City Council Regular Meeting Minutes, September 9, 2024.

**5. APPOINTMENTS AND PRESENTATIONS**

**6. PUBLIC COMMENT**

**7. CONSENT AGENDA**

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

7a. Board and Commission Minutes

7a1. Election Commission, September 12, 2024

7b. Motion – To Approve the amendment to the Retirement Health Savings Plan and to adopt the RHS Plan Survivor Information Policy.

7c. Motion – To approve the 2024-2025 Winter Operations Agreement with the Road Commission for Oakland County.

7d. Motion – To approve the purchase of two copy machines for both the City Clerk and Public Works departments.

7e. Motion – To approve a change order to the 2024 Fieldstone Golf Club cart path paving project.

**8. UNFINISHED BUSINESS**

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

**9. NEW BUSINESS**

9a. Motion – To approve a Sixth Golf Course Maintenance Contract Extension Agreement.

9b. Motion – To adopt a resolution approving a request from Chateau Aeronautique Winery, LLC for a new Off-Premises Tasting Room License.

**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 Attorney's Opinion Letter.

**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: SEPTEMBER 23, 2024

AGENDA ITEM NO 4A

CITY COUNCIL



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

SEPTEMBER 9, 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, Deputy Klassen, Chief of Police Gagnon, Director Cohen, Asst to Dir./Construction Coord. Lang, Economic Developer Carroll, Appraiser of Commercial Properties Griffin, DPW Director Baldante, Mgr of Fieldstone Hierlihy, Mgr of Municipal Properties Wisser, Assistant to the Manager Hagge, Engineer Juidici, Engineer Driesenga

18 Guests

**4. APPROVAL OF MINUTES**

4a. City Council Workshop Minutes, August 26, 2024.

**Moved by Knight, Seconded by Ferguson.**

**RESOLVED:** To approve the City Council Workshop Minutes of August 12, 2024.

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

No: None

**Resolution No. 24.09.133**

**Motion Carried (7 - 0)**

**5. APPOINTMENTS AND PRESENTATIONS**

5a. Motion – To approve the appointment to the Board of Review – Ms. Ruth Sadler

**Moved by Hawkins, Seconded by Fletcher.**

**RESOLVED:** To approve the appointment of Ruth Sadler to the Board of Review for a term ending December 31, 2028.

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

No: None



**Resolution No. 24.09.134**

**Motion Carried (7 - 0)**

5b. Appointment to the Brownfield Redevelopment Authority – Mr. Richard Schindler

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

**RESOLVED: To approve the appointment of Richard Schindler to the Brownfield Redevelopment Authority for a term ending December 31, 2025.**

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

**No: None**

**Resolution No. 24.09.135**

**Motion Carried (7 - 0)**

**6. PUBLIC COMMENT**

Judge Polizzi shared that she was newly appointed to the bench and is pleased to serve the area.

K. Cooley shared her concerns with the parking on Henrydale Street.

Barbara Edmondson shared her concerns with the high water bills she has been receiving.

Bill Kokenos of 3321 Grove Lane shared his concerns with the decisions that have been made with Simmons Road and that he would like to be involved in future decisions.

Kevin Blair, an attorney from the Lansing area, discussed his concerns with the cannabis policy.

**7. CONSENT AGENDA**

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, August 13, 2024

7a2. Downtown Development Authority, August 19, 2024

7a3. Brownfield Redevelopment Authority, August 20, 2024

7a4. Public Safety Advisory Committee, August 27, 2024

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

7b. Motion – Approval to Purchase In-Building Radio Speakers

**RESOLVED: To approve the purchase and installation of in-building radio speakers and accessories to Division 27 of Sandusky, MI, for the amount not to exceed \$27,914.81.**

7c. Motion – Approval to Purchase Property/Evidence Lockers

**RESOLVED: To approve the purchase of evidence lockers from Shelving + Rack Systems for the amount not to exceed \$28,583.57 for the property evidence room.**

**Moved by Verbeke, Seconded by Fletcher.**

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

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

**No: None**

**Resolution No. 24.09.136**

**Motion Carried (7 - 0)**

**8. UNFINISHED BUSINESS**

8a. Motion – To extend the Revised PUD Step Two - Site Plan and Tree Removal Permit Approval / The Avant at Five Points

Mr. Cohen presented the request for an extension for the Avant at Five Points Drive which was originally approved five years ago. He commented that three months ago this project was to have the first floor completed as part of conditions of the approval. Mr. Cohen provided that they have worked with a number of timelines and set the timelines based on a discussion that took place in May. Those timelines were not met. He shared that there has to be some movement on their part to get more resources into the site. There is a lot of work to be completed, and they need to accelerate their progress.

Council voiced their concerns about the delays in the project and that they have not met the deadlines that have been requested of them. Council stated that they are understanding of delays due to Covid, but at this time there needs to be more progress. Mayor Marzolf stated that in the time this project has been going on, many other projects have been designed and occupied.

Mr. Hadid of OYK Engineering & Construction and the Project Manager, Jim Tack were present. They stated that the reason for the delays were based on the approval of the permits, water/rain issues and complex construction that is a logistical issue. It was also shared that they could not move forward until the detention system was 100% complete.

Mr. Tanghe mentioned that the city is a development friendly community and is attentive to both the residents and businesses within the community. He commented that he did not appreciate the city being blamed for the delays. He stated that the initial installation was done incorrectly and that it had to be torn out and then installed correctly.

Mr. McDaniel asked Mr. Hadid if he felt this project could fulfill the recommendations of the first floor going vertical by December 9<sup>th</sup> and if it is realistic.

Mr. Hadid commented that they are moving forward on a continuous basis and that as soon as the foundation is installed, then everything will be put in place.

Mr. Tack commented that it is a stringent request and requested clarification as to what was needed by the December 9<sup>th</sup> deadline.

Mr. Lang provided clarification stating that first floor construction, meaning the parking deck, is to be done and the issue that is currently going on in the structural set between what is the first floor, and the parking deck division is resolved. He stated that currently they are waiting on revisions from DesighHaus for OYK. He reiterated that the roof of the parking deck needs to be done, and the first floor needs to be going up.

Mr. McDaniel questioned Mr. Hadid if these conditions could be met by the December 9<sup>th</sup> deadline and if not, what would be completed at that time.

Mr. Hadid stated that he did not think that he could make that deadline and stated that according to his schedule, the first-floor installation would be March 2025. He shared that the issues are more than the progress, there is a lot of structural steel in the lower level that is all tied in the joist, the bar joist, the decking, and the floor pours. There are two stair towers that go all the way to the basement and the elevator shaft, balancing all of this. The logistics of the site will affect everything around it.

Attorney Beckerleg stated that the applicant has basically asked for no deadlines, and that is unworkable when a project has gone on this long. He shared that Mr. Hadid has not stated that he won't meet the deadline, he did not state that they cannot meet the deadlines. There is a distinction between the two.

Mr. McDaniel stated that it is not in the best interest of the city to vacate the project and leave the material there. He understands that steel has been ordered. He commented directly to Mr. Hadid that if the deadlines were not met, he will not need to come back before this board that he has already signed that he will vacate the project.

Mr. Hadid stated that the contract says so. He commented that this project has had a lot of challenges. He is hopeful to have the Certificate of Occupancy in February 2026 and that in March of 2025 is when they plan to go vertical.

Ms. Verbeke stated that she is not in favor of voting for something that is going to fail.

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

**RESOLVED: To selection Option A**

**OPTION A**

**To extend the Revised PUD Step Two – Site Plan and Tree Removal Permit approval for The Avant at Five Points from July 1, 2024 to March 30, 2026, subject to the following conditions:**

- 1. The City Attorney shall update the First Amendment to the Development Agreement by revising the conditions of this extension approval. If OYK fails to sign and return the updated agreement to the City by noon on September 23, 2024, then the applicant will voluntarily terminate the Planned Unit Development approval.**
- 2. If OYK meets the completion deadline for Item #1 but fails to begin the vertical construction of the first floor in accordance with the City-approved Building Permit by December 9, 2024, then the applicant will voluntarily terminate the Planned Unit Development approval.**
- 3. If OYK meets the completion deadline for Item #2 but fails to completely erect and enclose the entire building (including roof, windows, and doors) in accordance with the City-approved Building Permit by June 1, 2025, then OYK will voluntarily terminate the Planned Unit Development approval.**
- 4. OYK shall complete all site improvements and landscaping per the approved Site Plan by November 15, 2025.**
- 5. OYK shall complete the development and obtain a final Certificate of Occupancy Permit from the City by March 30, 2026.**
- 6. If the Planned Unit Development approval is terminated, then OYK shall, at its own cost, remove all incomplete structures and foundations from the site and restore the site as directed by staff in accordance with City Ordinances. If OYK fails to restore the site as directed, then the City Manager and/or his designee shall be authorized to take any reasonable action to enforce the City Council's order, including but not limited to legal action, invoicing the applicant for work performed by the City that the OYK fails to complete and place a lien against the property in the OYK does not pay such costs incurred by the City.**

**VOTE: Yes: Ferguson, Fletcher, Hawkins, Knight, Marzolf, McDaniel**  
**No: Verbeke**

**Resolution No. 24.09.137**

**Motion Carried (6 - 1)**

**9. NEW BUSINESS**

**9a. Motion/Public Hearing and request to approve request for four (4) year IFEC for Penske Vehicle Services Inc.**

Mr. Griffin presented the request to approve the request for a IFEC for Penske Vehicle Services. Under the current abatement policy, Penske Vehicle Services qualifies for a four-year abatement.

Mayor Marzolf opened the Public Hearing at 8:08PM.

Hearing no comments the Mayor closed the Public Hearing at 8:10PM

Mr. David Brown, Financial VP for the company, shared that they are looking forward to growing this business in Auburn Hills.

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

**RESOLVED: To approve the request for a 4-year IFEC for Penske Vehicle Services Inc, by adopting the attached resolution.**

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

**No: None**

**Resolution No. 24.09.138**

**Motion Carried (7 - 0)**

**9b. Motion – To award a contract for Shimmons Road Water Main Relocation**

Mr. Baldante shared that with the Shimmons Road curve realignment there is a portion of the water main which lies in a portion of the vacated right of way and needs to be relocated. He shared that currently, FH Paschen has fallen behind on the timeline and cannot keep the required timeline to keep the project moving forward. The city has reached out the preferred excavators that Oakland Christian Schools is using, Superior Excavating, and they were able to provide a lower cost for the water main relocation along Shimmons Road and can complete the project within the timeline.

**Moved by Fletcher, Seconded by Hawkins.**

**RESOLVED: To authorize and award a contract to Superior Excavating for the relocation of water main associated with the Shimmons Road curve realignment. In addition, a budget amendment for \$180,630.00 to account #592-536-971.002 will be needed to fund the project.**

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

**No: None**

**Resolution No. 24.09.139**

**Motion Carried (7 - 0)**

**9c. Motion – To award the 2024 Fieldstone Golf Club cart path paving and drainage improvements to Titan Pavement**

Mr. Wisser presented the improvements that need to take place at the Fieldstone Golf Club cart path at hole 15. This project will replace deteriorating asphalt, extending the path by 200 feet, resolve persistent drainage problems and complete the cart path at Fieldstone for all 18 holes. This project is already accounted for in the 2024 Fieldstone Golf Club budget.

**Moved by Ferguson, Seconded by Fletcher.**

**RESOLVED:** To award the 2024 Cart Path Paving and Drainage Improvements bid award to Titan Pavement in an amount not to exceed \$43,750.00.

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

No: None

**Resolution No. 24.09.140**

**Motion Carried (7 - 0)**

#### **10. COMMENTS AND MOTIONS FROM COUNCIL**

Mr. Knight commented on the issue the resident brought forward with the water bill.

Mr. McDaniel shared that while the Avant project has not been ideal, he hopes it will be successful. He appreciates the work that staff has done with this project.

Dr. Fletcher commented that she is pleased with the Shimmons curve project. She also commented on an accident that took place at Giddings and Taylor Roads and questioned if there had ever been thoughts of a traffic light being installed at this location. Mr. Tanghe commented that there are competing priorities and understands that this area can be challenging.

Mr. Ferguson shared that he was not pleased with the way the Avant representatives referred to the staff, it was not within the character he knows of them.

Mr. Hawkins commented that he is hopeful that the Avant will be successful like Primary Place.

Mayor Marzolf recognized the efforts of the workers effected by the Rite Aid closures. He congratulated the 100 Beautification Award winners.

#### **11. CITY ATTORNEY REPORT**

#### **12. CITY MANAGER REPORT**

Mr. Tanghe commented that he will not listen to people blame the employees for something that they are not at fault for.

#### **ADJOURNMENT**

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

**RESOLVED:** To adjourn the meeting.

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

No: None

**Resolution No. 24.09.141**

**Motion Carried (7 - 0)**

The meeting was adjourned at 8:27 PM.

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Brain W. Marzolf, Mayor

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Kristine Klassen, Deputy Clerk



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO 7A1

ELECTION COMMISSION



## ELECTION COMMISSION MEETING

September 12, 2024, 5:30 PM  
City Hall, Admin Conference Room  
1827 N. Squirrel Road, Auburn Hills MI 48326

### **DRAFT** MINUTES

#### 1. CALL TO ORDER

Ms. Pierce called the meeting to order at 5:33 PM.

#### 2. ROLL CALL

Present: Timothy Carrier

Laura Pierce

Rolanda Peet

Absent: None

#### 3. APPROVAL OF THE MINUTES

3a. Minutes of July 10, 2024

MOTION by Peet, seconded by Carrier:

RESOLVED: To approve the minutes of July 10, 2024 as presented.

VOTE: Yes: All

No: None

MOTION CARRIED (3 - 0)

#### 4. NEW BUSINESS

4a. Review List of Precincts

MOTION by Carrier, seconded by Peet:

RESOLVED: To approve the list of precincts for the November 5, 2024 General Election including Precincts 1 through 9, Absentee Voter Counting Board and Early Voting.

VOTE: Yes: All

No: None

MOTION CARRIED (3 - 0)

4b. Approval of Ballot Styles

MOTION by Peet, seconded by Carrier:

RESOLVED: To approve the ballot styles for Precincts 1 through 9 for the November 5, 2024 General Election.

VOTE: Yes: All

No: None

MOTION CARRIED (3 - 0)

4c. Selection of Precincts for Public Accuracy Test

**MOTION by Carrier, seconded by Peet:**

**RESOLVED:** To test the following precincts at the Public Accuracy Test held at 3:30 PM on September 30, 2024: Precincts 3, 5 and the Early Voting tabulator.

**VOTE: Yes: All**

**No: None**

**MOTION CARRIED (3 - 0)**

4d. Early Tabulation

**MOTION by Peet, seconded by Carrier:**

**RESOLVED:** To approve the early tabulation of absentee ballots for the November 5, 2024 election at the date and time set by the city clerk.

**VOTE: Yes: All**

**No: None**

**MOTION CARRIED (3 - 0)**

**5. OTHER ITEMS**

5a. Next meeting: September 30, 2024 at 3:00 PM for the purpose of conducting the Public Accuracy Test and approving the list of Election Inspectors.

**6. PUBLIC COMMENT**

None

**7. ADJOURNMENT**

The meeting adjourned at 5:47 PM.



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: SEPTEMBER 23, 2024**

**AGENDA ITEM NO 7B**

**HUMAN RESOURCES**

**To: Mayor and City Council**  
**From: Thomas A. Tanghe, City Manager; Jane D. Parpart, Human Resources Manager**  
**Submitted: September 18, 2024**  
**Subject: Motion – To Approve the Amendment to the City of Auburn Hills Retirement Health Savings (RHS) Plan and to adopt the RHS Plan Survivor Information Policy**

## **INTRODUCTION AND HISTORY**

In lieu of continuing to offer new employees Retiree Health Care benefits in retirement, in 2009 the City implemented a Retirement Health Savings (RHS) Plan for all newly hired employees. Both the employee and employer are required to make a percentage of base pay contributions to the plan to pay for medical expenses after leaving employment. It is important to note that non-union employees are the only employee group that still contribute to the RHS Plan. Throughout the years, the City's five bargaining units (IAFF, AFSCME, Police Command, Detective, and Patrol) bargained to terminate the RHS Plan contribution and to move those contributions to the 457 Plan instead.

In December of 2023, the City of Auburn Hills transferred the recordkeeper of the City's 401K/457/RHS Plans from MissionSquare to EMPOWER. Original language in the RHS Plan with EMPOWER noted that forfeited employee and employer contributions would be placed into a forfeiture account to be used for future contributions. EMPOWER and the City worked together to create an amendment to the RHS Plan providing basic language on how the employee and employer unused RHS contributions would be returned to the City in the event of the death of the employee, surviving spouse and any eligible dependents.

The City created an internal policy to allow all contributions (employee and employer) to revert to the City rather than the RHS forfeiture account when there are no surviving beneficiaries to use the Employee's RHS. This policy allows the City to disburse the employee's proportionate share of contributions to a contingent beneficiary as a taxable 1099 event and the unused employer portion of the contributions to be returned to the City's General Fund. This policy requires City Council action because the contributions will be received into a liability account within the General Fund and then disbursed via a taxable event to contingent beneficiaries if applicable. If no contingent beneficiaries exist, then the contributions will be returned to the General Fund.

## **STAFF RECOMMENDATION**

Staff recommends approval of the Amendment to the City of Auburn Hills Retirement Health Savings (RHS) Plan Funded Post-Employment Health Reimbursement Arrangement and the internal Retirement Health Savings (RHS) Plan Survivor Information Policy for the distribution of unused Employee and Employer Retirement Health Savings Funds.

## **MOTION**

**Move to approve the Retirement Health Savings Plan amendment. Furthermore, approve the Retirement Health Savings Plan Survivor Information Policy.**

## **EXHIBITS**

Exhibit 1 – Amendment to the City of Auburn Hills Retirement Health Savings Plan (RHS) Funded Post-Employment Health Reimbursement Arrangement

Exhibit 2 - Retirement Health Savings (RHS) Plan Survivor Information Policy



I CONCUR:

*Thomas A. Tanghe*

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THOMAS A. TANGHE, CITY MANAGER

**AMENDMENT TO THE  
CITY OF AUBURN HILLS RETIREMENT HEALTH SAVINGS PLAN RHS  
FUNDED POST-EMPLOYMENT HEALTH REIMBURSEMENT ARRANGEMENT**

**BY THIS AGREEMENT**, City of Auburn Hills Retirement Health Savings Plan RHS (herein referred to as the “Plan”) is hereby amended as follows, except as otherwise provided herein:

**Effective December 21, 2023**, the selections below in the Funded Post-Employment Health Reimbursement Arrangement Adoption Agreement are hereby changed to the following:

**ARTICLE II: DEFINITIONS.**

2.24 Name of Plan: **City of Auburn Hills Retirement Health Savings Plan RHS**

**ARTICLE IV: BENEFITS UNDER THE PLAN.**

4.9 Use of forfeitures:

Other: **In the event a Participant’s funds cannot be transferred to an eligible Spouse or Beneficiary, all of the Participant’s funds shall revert to the Employer.**

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City of Auburn Hills:

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

## **RETIREMENT HEALTH SAVINGS (RHS) PLAN SURVIVOR INFORMATION POLICY**

### **PURPOSE**

To establish a policy to disperse an employee's remaining Retirement Health Savings (RHS) account balance from OPTUM/BPAS to the City of Auburn Hills in the event there are no surviving spouse or eligible dependents upon the employee's death.

### **STATEMENT OF POLICY**

It is the policy of the City of Auburn Hills to set forth language that allows for any unused RHS account balance to revert to the City of Auburn Hills upon an employee's death. These funds will be designated between employer and employee contribution should there be no eligible spouse or eligible dependents beneficiary to utilize the remaining benefit.

### **PROCEDURE**

If there are no surviving spouse and/or eligible dependents upon the employee's death, the remaining Retirement Health Savings account balance reverts to the Employer's and Employee's proportionate share of contributed assets and earnings, including vested and non-vested assets, and will be returned in two segregated transactions to the City of Auburn Hills. The employer portion will be returned to the General Fund. The employee portion will be deposited into the employee liability account. Any distribution of the remaining account balance to contingent beneficiaries will be a taxable distribution.

Employees will be required to keep their beneficiary designations up to date by completing the Retirement Health Savings (RHS) Plan Enrollment/Change Form. It is recommended that beneficiary designation forms are reviewed when various life status events occur, such as marriage, divorce, birth of a child, or death.

This policy will be reviewed to ensure its effectiveness and relevance with updates being made as needed.



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO 7C

DEPARTMENT OF PUBLIC WORKS

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads  
**Submitted:** September 16, 2024  
**Subject:** Motion – Approve The 2024-2025 Winter Operations Agreement Between the City of Auburn Hills and the Road Commission for Oakland County.

### INTRODUCTION AND HISTORY

Since 2012, the City of Auburn Hills has participated in an agreement with the Road Commission for Oakland County (RCOC) to provide winter maintenance on South Boulevard and Adams Road. In 2019, RCOC and the City agreed to add Brown Road from Giddings Road to Squirrel Road and Walton Boulevard from Perry Street to Squirrel Road to our winter maintenance agreement for a total of 7.12 miles. Winter maintenance consists of snowplowing and salting in accordance with RCOC standard practices and guidelines. Other road maintenance functions such as the filling of potholes remains the responsibility of RCOC.

The 2024-2025 agreement has an increase of 3% which increases the compensation from \$48,274.17 to \$49,722.47. Included in this packet is the RCOC cover letter (Exhibit 1), the winter operations agreement (Exhibit 2) that includes the cost breakdown and the insurance provision as Exhibits A and B respectively.

### STAFF RECOMMENDATION

Staff recommends approval of the 2024-2025 Winter Operations Agreement between the City of Auburn Hills and the Road Commission for Oakland County.

### MOTION

Move to approve the 2024-2025 Winter Operations Agreement between the City of Auburn Hills and the Road Commission for Oakland County. Services to be reimbursed from the Road Commission for Oakland County to the City of Auburn Hills in the amount of \$49,722.47.

### EXHIBITS

Exhibit 1 – RCOC Cover Letter

Exhibit 2 – 2024-2025 Winter Operations Agreement

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



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

**Board of Road Commissioners**

**Ronald J. Fowkes**  
Commissioner

**Andrea LaLonde**  
Commissioner

**Nancy Quarles**  
Commissioner

**Dennis G. Kolar, P.E.**  
Managing Director

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

Highway Maintenance  
Department

2420 Pontiac Lake Road  
Waterford, MI 48328

248-858-4881

FAX  
248-858-7607

[www.rcocweb.org](http://www.rcocweb.org)

August 27, 2024

Mr. Jason Hefner  
Manager of Fleet & Roads  
Department of Public Works  
1500 Brown Road  
Auburn Hills, MI 48326

RE: 2024-2025 Winter Maintenance Agreement

Dear Mr. Hefner:

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Auburn Hills.

This 2024-2025 agreement has an increase of 3%, which increases the amount from \$48,274.17 to \$49,722.47.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your Board to my account assistant Lema Sabbagh, email, [lsabbagh@rcoc.org](mailto:lsabbagh@rcoc.org). One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

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



2024-2025 WINTER MAINTENANCE AGREEMENT  
CITY OF AUBURN HILLS

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Auburn Hills, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

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

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

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

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$49,722.47, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2024  
50% in March 2025

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



#### IV

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

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

#### V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

#### VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

#### VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or 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 this covenant may be regarded as a material breach of this Agreement.

VIII

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

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

The terms and conditions of this Agreement shall become effective on October 1, 2024, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2025, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF AUBURN HILLS  
A Municipal Corporation

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

Witnesses:

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

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_



**PROPOSED WINTER MAINTENANCE  
2024-2025  
CITY OF AUBURN HILLS  
EXHIBIT A**

Adams

Extending from S. Boulevard to Forester

<u>Miles</u>	<u>Cost Per Mile</u>	
0.19	\$4,446.40	\$ 844.82
0.59	\$6,308.66	\$ 3,722.11
0.12	\$7,781.22	\$ 933.75
<u>0.38</u>	\$9,597.31	<u>\$ 3,646.98</u>
1.28		\$ 9,147.65

Brown Rd.

Extending from Giddings to Squirrel

<u>Miles</u>	<u>Cost Per Mile</u>	
0.41	\$4,446.40	\$ 1,823.02
0.42	\$6,308.66	\$ 2,649.64
1.25	\$7,781.22	\$ 9,726.53
<u>0.24</u>	\$9,597.31	<u>\$ 2,303.35</u>
2.32		\$ 16,502.54

South Boulevard

Extending from Opdyke to Adams

<u>Miles</u>	<u>Cost Per Mile</u>	
1.18	\$4,446.40	\$ 5,246.75
0.75	\$7,781.22	\$ 5,843.42
<u>0.07</u>	\$9,597.31	<u>\$ 671.81</u>
2.00		\$ 11,761.98

Walton

Extending from E. Pontiac City Limit to Squirrel

<u>Miles</u>	<u>Cost Per Mile</u>	
1.25	\$7,781.22	\$ 9,726.53
<u>0.27</u>	\$9,597.31	<u>\$ 2,591.27</u>
1.52		\$ 12,317.80

Total Miles

7.12

TOTAL

\$ 49,722.47

CITY OF AUBURN HILLS

EXHIBIT A

(cont.)

TWO LANES (\$4,446.40 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.19	\$4,446.40	\$ 844.82
1.18	\$4,446.40	\$ 5,246.75
<u>0.41</u>	\$4,446.40	<u>\$ 1,823.02</u>
1.78		\$ 7,914.59

THREE LANES (\$6,308.66 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.59	\$6,308.66	\$ 3,722.11
<u>0.42</u>	\$6,308.66	<u>\$ 2,649.64</u>
1.01		\$ 6,371.75

FOUR OR FIVE LANES (\$7,781.22 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.12	\$7,781.22	\$ 933.75
0.75	\$7,781.22	\$ 5,835.92
1.25	\$7,781.22	\$ 9,726.53
<u>1.25</u>	\$7,781.22	<u>\$ 9,726.53</u>
3.37		\$ 26,222.71

SIX OR MORE LANES (\$9,597.31 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.38	\$9,597.31	\$ 3,646.98
0.24	\$9,597.31	\$ 2,303.35
0.27	\$9,597.31	\$ 2,591.27
<u>0.07</u>	\$9,597.31	<u>\$ 671.81</u>
0.96		\$ 9,213.42

Total Miles

7.12	TOTAL	<u>\$ 49,722.47</u>
------	-------	---------------------

50% in December, 2024 \$24,861.23

50% in March, 2025 \$24,861.24

\$49,722.47

## EXHIBIT B

### 2024-2025 WINTER MAINTENANCE AGREEMENT

#### ROAD COMMISSION FOR OAKLAND COUNTY

#### INSURANCE PROVISION (CITY)

##### Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

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

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:		or:	Combined Single Limit:
Each Person	\$1,000,000		Each Occurrence: \$1,000,000
Each Occurrence	\$1,000,000		

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

- c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- d. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30 day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- e. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

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





# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO 7D  
CITY MANAGER'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Andrew Hagge, Assistant to the City Manager  
**Submitted:** September 19, 2024  
**Subject:** Motion – Move to approve the purchase of two Epson WorkForce Enterprise AM Series copy machines for both the City Clerk and Public Works departments.

## INTRODUCTION AND HISTORY

Within our various city facilities, the city maintains a handful of large copy machines with printing, scanning, faxing, and many more functions. The large copy machines that serve both the City Clerk and Department of Public Works departments have reached their end of life. After purchasing these copy machines in each of those departments in 2015, it is now time to replace them. Considering the volume of copies produced by these machines, we are pleased that they have reliably operated for nearly a decade.

After consulting with our IT department and the vendor that services the city's large copy machines, we have landed on the specific machine to meet the needs of each of those departments. Additionally, city staff analyzed the costs and options for acquiring the new machines. The city had the option to lease or purchase these copy machines, and after the analysis, it proved more cost effective to purchase the two machines instead of leasing them.

Each machine costs \$9,375.00, or \$18,750.00 total. The price of the copy machines come from GEM (Government, Education & Major Account Pricing), which offers items at already-competitively bid prices. Because we are purchasing the copy machines through GEM, it is not necessary that the city go out to bid independently for these items before purchasing them.

## STAFF RECOMMENDATION

It is recommended that the City Council approve the purchase of two copy machines for both the City Clerk and Public Works departments.

## MOTION

Move to approve the purchase of two Epson WorkForce Enterprise AM Series copy machines for both the City Clerk in general ledger no. 101-215-978.001 and Department of Public Works in general ledger no. 101-265-977.000.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

**EPSON®**

# WorkForce® Enterprise

**AM Series**

**Mid-Volume Color Multifunction Printers**



**PRECISIONCORE**  
**HEAT•FREE**

# WorkForce Enterprise

## AM Series



The WorkForce Enterprise AM Series features three multifunction color printer models designed to offer reliability, fast printing, intuitive operation and impressive image quality—all in a compact, space-saving design. Boasting the lowest power consumption in each of their classes<sup>1-3</sup>, the WorkForce Enterprise AM-C4000, WorkForce Enterprise AM-C5000 and WorkForce Enterprise AM-C6000 are engineered for efficiency, helping you maximize your productivity, so you can take on virtually any task with confidence.

### WorkForce Enterprise AM-C4000



6,000 – 60,000 pages  
Recommended Monthly Print Volume

### WorkForce Enterprise AM-C5000



8,000 – 60,000 pages  
Recommended Monthly Print Volume

### WorkForce Enterprise AM-C6000



10,000 – 60,000 pages  
Recommended Monthly Print Volume

All printers shown with optional accessories.



## Additional WorkForce Enterprise Models:

### WF-C20750

- 75 ISO ppm<sup>†</sup> print speed
- 15,000 – 100,000 pages recommended monthly print volume
- Color

### WF-C21000

- 100 ISO ppm<sup>†</sup> print speed
- 20,000 – 100,000 pages recommended monthly print volume
- Color

### WF-M21000

- 100 ISO ppm<sup>†</sup> print speed
- 50,000 – 100,000 pages recommended monthly print volume
- Mono

# Powered by PrecisionCore®

Epson's Workforce Enterprise printers are powered by PrecisionCore, advanced print chip technology that is disruptively simple, smart and clean.



1.33 inches: 400 nozzles x 2 rows

## Simple

### Engineered for Reliable Performance

The all-in-one chip design contains the printing parts of a 4-color printer, which means fewer parts that can break down.

## Smart

### Built for Productivity

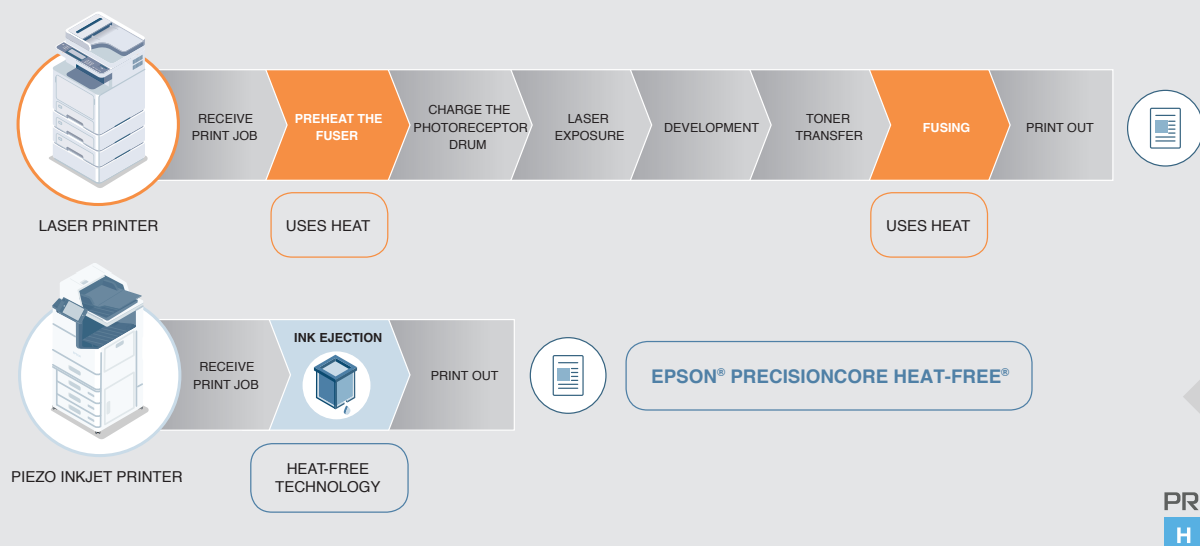
This scalable and modular solution delivers consistent quality with no warm-up time required, resulting in less downtime and fast first page out.

## Clean

### Designed for Efficiency

Heat-Free Technology designed for efficient ink usage and low power consumption to help minimize waste and decrease energy consumption.

## Heat-Free Technology vs. Laser







# Cutting-Edge Productivity and Performance

## Powerful Business Productivity

To help increase productivity, the WorkForce Enterprise AM Series offers models with print speeds of 40/50/60 ISO ppm<sup>†</sup>, a wide range of supported media types, up to six paper sources and a total capacity of up to 5,150 sheets<sup>4</sup>. Plus, increase your business efficiency with fast first-page output and zero warm-up wait time.



## Engineered for Reliable Performance

With fewer moving parts than typical laser printers, the compact and simplified design of the WorkForce Enterprise AM Series may result in less standard maintenance. Designed for less downtime and high reliability, these models also have an impressive recommended monthly print volume of up to 60,000 pages.



## Space-Saving Design

WorkForce Enterprise AM Series printers use the least amount of floor space in each of their classes<sup>5-7</sup>, and the available inner finishing option provides finishing capabilities without adding to the main unit's footprint—making it a great option for environments with space constraints.





## Built for Intuitive Operation and Peace of Mind

### Large Touchscreen Operation

Each WorkForce Enterprise AM Series model comes standard with a user-friendly 10.1-inch color touchscreen. With capacitive touch technology, similar to that used in many smartphones, the intuitive touchscreen supports familiar motions, such as swiping to change screens and scroll lists. Plus, the screen is tiltable to accommodate a variety of user needs and features eye-catching color icons to help identify key functions.



### Remarkable Image Quality

Epson's PrecisionCore Heat-Free technology produces up to 40 million precise dots per second with astonishing ink placement accuracy to deliver professional image quality and color consistency, even for large jobs. In addition, DURABrite® Pro fast-drying, water-resistant pigment ink produces vivid color and crisp black text for high-quality printing every time.



### Robust Security Features

The WorkForce Enterprise AM Series includes a full suite of advanced security features, helping to protect your documents, devices and data with data encryption, malware detection, and access controls like user authentication and function restrictions. These features will help prevent information leaks, protect confidential documents and secure device communications for added peace of mind.







## Designed with Environmental Benefits in Mind

### Energy Efficient

The WorkForce Enterprise AM Series models boast the lowest power consumption in each of their classes, with the AM-C4000 using up to 45% less<sup>1</sup>, the AM-C5000 using up to 55% less<sup>2</sup> and the AM-C6000 using up to 65% less<sup>3</sup> power than color laser printers. This impressively low power consumption helps reduce running costs and allows adaptable placement options with no constrictive electrical requirements.



### Designed to Reduce Waste

Epson's PrecisionCore Heat-Free technology utilizes a printhead designed to last the life of the printer and requires a minimal number of parts to produce printed output. With a simplified design, fewer maintenance parts and high-yield consumables (replacement cartridge ISO yields: 50,000 pages black/30,000 pages color)<sup>19</sup>, the WorkForce Enterprise AM Series is designed to reduce waste, electricity use and service calls.



### EPEAT® Rated and ENERGY STAR® Qualified

WorkForce Enterprise AM Series printers are designed to help reduce supply chain greenhouse gas emissions, increase circularity and product longevity and conserve energy, helping to earn them an EPEAT Silver rating. Plus, with low Typical Electricity Consumption (TEC), the WorkForce Enterprise AM Series can help you achieve your company's environmental and cost-saving goals.



# Streamlined configuration and management for your printer fleet.



## Epson Device Admin

A powerful device management solution, Epson Device Admin was designed to simplify the installation, configuration and management of networked Epson printers with alert notifications and usage reporting.



## Epson Print Admin

An affordable, entry-level, user-friendly print management solution, Epson Print Admin was engineered to work with Epson products to enhance document output security, reduce costs and improve productivity. It's available as an embedded version for the WorkForce Enterprise Series.



## Epson Remote Services

A cloud-based fleet management tool, Epson Remote Services was built to work with Epson devices to help dealers improve service efficiency, reduce operating costs and raise customer satisfaction.



## Document Capture Pro

A scanning software designed to help manage documents effortlessly, Document Capture Pro features functions such as Document Separation and Scan to Searchable PDF<sup>®</sup>. Users can scan to cloud<sup>®</sup> destinations like Dropbox<sup>®</sup>, Box<sup>®</sup>, OneDrive<sup>®</sup>, Google Drive<sup>™</sup>, SugarSync<sup>®</sup>, Evernote<sup>®</sup>, OneNote<sup>®</sup>, WebDAV and SharePoint<sup>®</sup>.

**Maximize your investment through integration with third-party applications.**

Epson Open Platform (EOP) makes our revolutionary multifunction printers fully flexible and customizable, enabling them to adapt to meet specific and changing customer requirements as business goals and enterprise IT systems evolve. EOP supports applications for:

- Print management
- Document management
- ECM workflow

Designed to work seamlessly within existing environments, the printers are also SAP<sup>®</sup> compatible.

# AM Series Features

Single-pass duplexing, 150-sheet capacity automatic document feeder simultaneously scans both sides of 2-sided documents at up to 120 ipm (duplex)<sup>10</sup>.



Wide range of optional finishing accessories for stapling, booklet-making, folding and hole-punching.

Intuitive, tiltable 10.1-inch touchscreen for easy navigation—scan to email, the cloud<sup>9</sup> and more.



DURABrite Pro Ink is engineered for affordable, high-volume, high-speed printing to deliver sharp text, bright colors and high-quality results.



*Replacement cartridge  
ISO yields: 50,000 pages  
black/30,000 pages color<sup>19</sup>*

Lowest power consumption in each of their classes<sup>1-3</sup>, which can help companies achieve their environmental and cost-saving goals.

Compatible with third-party software solutions for managing usage limitations, user authentication and more.



Robust security features deliver a host of data encryption tools, ideal for implementing corporate security measures.

Supports up to four cassettes, each holding up to 500 sheets. Total paper capacity can be expanded to up to 5,150 sheets with the optional high-capacity tray.



Takes up the least amount of floor space in each of their classes<sup>5-7</sup>.

# Optional Accessories

## Paper Handling



### Optional Dual Cassette

- Adds two additional 500-sheet cassettes to the main unit



### High-Capacity Tray

- Adds 3,000 sheets (letter-size) of capacity

## Finishing Options



### Inner Finisher

- Corner stapling (up to 50 sheets) and offset stacking
- 500-sheet output capacity
- Supports optional hole-punching unit



### Staple Finisher

- Corner stapling (up to 50 sheets) and offset stacking
- 4,000-sheet output capacity
- Supports optional hole-punching unit



### Booklet Finisher

- Modular addition to Staple Finisher
- Adds: Saddle stitch (up to 20 sheets), half-fold (up to 3 sheets) and tri-/C-fold (up to 3 sheets)
- 3,000-sheet output capacity

## Additional Accessories

- Cabinet
- Paper Cassette Lock
- Wireless LAN Interface
- Optional Gigabit Ethernet Card
- Super G3 Fax Board
- Optical Character Recognition (OCR) Unit
- Authentication Device Table
- Inner Tray
- Hard Drive (HDD) for Mirroring



# Optional Features

## Optical Character Recognition

- Automatically rotate scanned documents
- Make PDF files more usable and searchable

## Print Set

- Enhancement to Storage function
- Preset settings for a group of documents

## Erase Red Color

- Enhancement to Copy and Scan functions
- Erase red text and shapes



# Epson WorkForce Enterprise AM-C4000, AM-C5000, AM-C6000 MFP Specifications

## Print

**Printing Technology** PrecisionCore 4-color (CMYK) drop-on-demand linehead inkjet technology

**Maximum Print Resolution** 600 x 2400 dpi

**Print Speed†**

**AM-C6000:**

60 ISO ppm (black/color) simplex, 60 ipm (black/color) duplex

**AM-C5000:**

50 ISO ppm (black/color) simplex, 50 ipm (black/color) duplex

**AM-C4000:**

40 ISO ppm (black/color) simplex, 40 ipm (black/color) duplex

**Print Features** Simplex, Duplex, Collating, Rotate-Sort, Mixed Paper Sizes, Secure Printing, Watermark, Poster Printing

## Mobile Printing and Scanning<sup>1†</sup>

**Epson Connect™ Solutions<sup>1†</sup>** Epson Email Print, Epson Remote Print, Epson Smart Panel® app<sup>12</sup>

**Other AirPrint®**, Mopria® Print Service, Scan to Cloud<sup>9</sup>

## Copy

**AM-C6000 speed<sup>††</sup>**

60 ISO cpm (black/color)

**AM-C5000 speed<sup>††</sup>**

50 ISO cpm (black/color)

**AM-C4000 speed<sup>††</sup>**

40 ISO cpm (black/color)

**Copy Quantity** 1 – 9,999

**Maximum Copy Size** 11.7" x 16.5"

**Input Copy Resolution (dpi)** Maximum 600 x 600

**Copy Features** Automatic 1-Sided to 2-Sided; Fit to Page; Automatic Reduction and Enlargement (25% – 400%); Free-Form Magnification; ID Copy; Adjustable Copy Density; Collate 100 Sheets; Page Numbering; Message Stamp; Date Stamp; 1-Sided to 2-Sided; 2-Sided to 1-Sided; 2-Sided to 2-Sided; Adjustments: Density, Contrast, Color, Sharpness, Text Enhancement, Mixed Size Originals

## Scan

**Scanner Type** Color flatbed/Auto 2-sided ADF

**Scanner Sensor** Color CIS

**Optical Resolution** 600 dpi

**Hardware Resolution** Maximum 600 x 1200 dpi

**Maximum Resolution** 9600 dpi interpolated

**Scanner Speed<sup>10</sup>** ADF Simplex 60 ipm/Duplex 120 ipm

**Maximum Scan** Bed Size 11.7" x 17"

**Scan Features** Scan to PC (USB and network), Scan to Cloud<sup>9</sup>, Scan to Email (SSL), Scan to Network Folder, LDAP Support, Scan to Memory Card/Flash Drive, TWAIN Output Format (PDF, JPEG, TIFF, Multi-TIFF, BMP [Win], PNG), Skip Blank Pages, Remove Shadows/Punch Holes, Density Adjustment, Optical Character Recognition (optional)

## Fax (Optional)

**Type** Walk-up black-and-white and color

**Transmission Types** Super G3 Fax (up to 3 lines), IP (T.38) Fax

**Receive Memory** 6MB

**Speed Dial Numbers** Up to 2,000

**Fax Features** Send, Receive, Fax to Email, Fax to Folder, Inbox, Password-Delayed Send, Sharpness, Copy Ratio, PC Fax, Group Dial (up to 200 groups)

## Optional Finishing

**Inner Tray** Additional 100-sheet output tray exclusively for faxes

**Inner Finisher** Finishing capabilities: Simple Stacking, Shifting, Stapling (1 or 2 points), 2/3/4 Hole-Punching (requires additional option)

**Staple Finisher** Finishing capabilities: Simple Stacking, Shifting, Stapling (1 or 2 points), 2/3/4 Hole-Punching (requires additional option)

**Booklet Finisher (Requires Staple Finisher and Saddle Unit)** Finishing capabilities: Simple Stacking, Shifting, Stapling (1 or 2 points), 2/3/4 Hole-Punching (requires additional option), Folding (half-fold, tri-fold), Saddle Stitching

## Auto Document Feeder

**Support Paper Thickness** 52 g/m<sup>2</sup> – 128 g/m<sup>2</sup>, 14 lb – 34 lb

**Paper Capacity/Number of Originals** 150 sheets, 80 g/m<sup>2</sup>, 21 lb

**Automatic 2-Sided Scan/Copy/Fax** Yes

## Box Function

**Number of Shared Boxes** 1 – 199

**Max. Number of Personal Boxes** Unlimited

**Max. Storable Number of Documents** 3,000

**Max. Storable Number of Pages** 9,000

## Connectivity

**Standard Connectivity**

SuperSpeed USB 3.0, Ethernet — 1000Base-T/100Base-TX/10Base-T, Wireless LAN (optional), Wi-Fi Direct<sup>13</sup>, Ethernet — 1000Base-T/100Base-TX/10Base-T

**Operating Systems** Windows® 11 (64-bit), Windows 10 (32-bit, 64-bit), Windows 8, 8.1 (32-bit, 64-bit), Windows 7 (32-bit, 64-bit), Windows Server® 2008<sup>14</sup> – Windows Server 2022<sup>14</sup>, Mac® OS X® 10.9.5 – macOS® 13.x<sup>15</sup>, Print/Scan Chromebook™ OS ver. 89 or later

**Extended Connectivity**

Up to 2 Ethernet ports supported (1 standard included)

Up to 3 Super G3 Fax cards supported

## Paper Handling

**Maximum Paper Size**

Standard cassettes: up to 11" x 17"

Multipurpose tray: 11.7" x 47.2"

**Paper Types** Plain, Thin, Thick, Recycled, Preprinted, Letterhead, Color, Envelope (Monarch, #10, DL, C6, C4)

**Number of Paper Trays** 2 standard cassette trays and 1 multipurpose tray; optional high-capacity input tray

**Input Paper Capacity** 2,150 sheets (500 x 2 standard trays, 500 x 2 optional dual cassette trays, 150 x 1 multipurpose tray); optional high-capacity input tray: 3,000 sheets

**Supported Paper Weights**

Cassette trays/Multipurpose tray: up to 300 g/m<sup>2</sup>

Automatic duplexing: up to 250 g/m<sup>2</sup>

## General

**Display** 10.1" color touchscreen

**Memory<sup>16</sup>** 8,192MB

**Temperature**

Operating: 50 °F to 95 °F (10 °C to 35 °C)

Storage: -4 °F to 104 °F (-20 °C to 40 °C)

**Relative Humidity**

Operating: 15% – 85%

Storage: 5% – 85% (no condensation)

**Noise Level** Less than 55 dB

**Rated Voltage** AC 100 V – 240 V

**Rated Frequency** 50 Hz – 60 Hz

**Rated Current** 9.0 A – 4.5 A

**Power Consumption (Approximate)**

Maximum: 190 W

Standalone Copy Printing: 110 W (AM-C4000),

115 W (AM-C5000/AM-C6000)

Ready Mode: 46 W

Sleep Mode: 0.9 W

**TEC Rating** 0.22 kWh/week (AM-C4000), 0.23 kWh/week

(AM-C5000), 0.25 kWh/week (AM-C6000)

**Weight and Dimensions (W x D x H)**

Weight (w/o supplies): 274.1 lb

Weight (w/ supplies): 280.0 lb

Main Unit with Optional Dual Cassette and Inner Finisher:

21.9" x 24.4" x 47.8", Weight: 316.5 lb

Main Unit with Optional Dual Cassette and Staple Finisher:

49" x 24.4" x 47.8", Weight: 386.2 lb

Main Unit with Optional Dual Cassette and Booklet Finisher:

49.8" x 24.4" x 47.8", Weight: 434.8 lb

Optional High-Capacity Tray:

13.8" x 23.0" x 18.3", Weight: 55.2 lb

**Software Available<sup>17</sup>** Epson printer driver, PCL 5 driver emulation<sup>18</sup>, PCL 6 driver emulation<sup>18</sup>, Adobe® PostScript® 3™, Document Capture Pro

**Epson Solutions Suite** Epson Device Admin, Epson Print Admin, Epson Print Admin Serverless, Epson Remote Services, Document Capture Pro

**Warranty** 90-day limited warranty; additional service options available through your reseller

**Country of Origin** Indonesia

## Ink

**Ink Type** DURABrite Pro pigment ink

**Replacement Ink Cartridges<sup>19</sup>**

**AM-C6000, AM-C5000:**

T08C High-Capacity Ink Cartridges — Black, Cyan, Magenta, Yellow (Yield, ISO pages — Black: 50,000, Color: 30,000)

**AM-C4000:**

T08D High-Capacity Ink Cartridges — Black, Cyan, Magenta, Yellow (Yield, ISO pages — Black: 50,000, Color: 30,000)

Epson strongly recommends the use of genuine ink to ensure optimal print quality and performance.

**Fade Resistance/Print Longevity<sup>20</sup>** Up to 400 years in dark storage

## Eco Features

Lowest power consumption in their class<sup>1-3</sup>

ENERGY STAR qualified

EPEAT registered

RoHS compliant

Recyclable product<sup>21</sup>

Epson America, Inc. is a SmartWay® Transport Partner<sup>22</sup>

## Ordering Information

WorkForce Enterprise AM-C6000	C11CJ91201
WorkForce Enterprise AM-C5000	C11CJ42201
WorkForce Enterprise AM-C4000	C11CJ43201
Dual Cassette (Optional)	C12C936871
Cabinet	C12CFM70390
High-Capacity Tray	C12C936911
Inner Tray	C12C936781
Inner Finisher	C12C936961/C12C937421
2/3 Hole Punch for Inner Finisher	C12C936981
2/4 Hole Punch for Inner Finisher	C12C936971
Staple Finisher	C12C936751/C12C937401/C12C937881
Saddle Unit	C12C938001
2/3 Hole Punch for Staple/Booklet Finisher	C12C936821
2/4 Hole Punch for Staple/Booklet Finisher	C12C936811
Staple Cartridge for Staple Finisher	C12C935401
Staple Cartridge for Booklet/Inner Finisher	C12C937001
Wireless LAN Interface	C12C936861
Optional Gigabit Ethernet Card	C12C934471
Super G3 Fax Board	C12C935251
IP Fax License	EDS0300001
OCR Expansion Board/License	C12C936801/EDS0200001
Print Set Feature License	EDS0100001
Red Erase Feature License	EDS0100002
Authentication Device Table	C12C937381
Paper Cassette Lock	C12C936771
Hard Drive (HDD) for Mirroring	C12C936791
Maintenance Box	C12C937181

A photograph of a modern, two-story Epson corporate building at dusk. The building has a white upper section and a dark, textured lower section. The 'EPSON' logo is prominently displayed in blue on the white upper section. Large windows are illuminated from within, and the building is surrounded by a landscaped area with various plants and trees. The sky is a mix of blue and orange from the setting or rising sun.

**EPSON**

# Epson

**is a leading provider of innovative technology solutions that help businesses succeed.**

In fact, you'll find our projectors, scanners and printers—and even robots—hard at work in companies all over the globe.

## **A Legacy of Innovation**

Seiko Epson Corporation holds 1,620 U.S. patents (50,000 patents globally) in imaging and printing technology.

## **Market Leadership**

Epson is a worldwide leader in point-of-sale printers. But our leadership doesn't stop there. We are also the best-selling projector brand worldwide.

## **Global Presence**

Epson has 23 manufacturing locations around the world providing the infrastructure needed to reach a global marketplace.

## **Extensive Expertise**

Over 1,000 engineers are continually pioneering groundbreaking Epson technology.

## **Great Accountability**

Epson provides a single source for your business technology needs. And we give you added peace of mind with world-class service and support.





## Epson Business Solutions

Epson is a leading provider of innovative technology solutions that help businesses succeed. We partner with you to best meet your specific needs, focusing on:

- Improved productivity
- World-class customer service and support
- Cost-effective, high-quality solutions
- A commitment to the environment

Discover how Epson can help you work toward the future. [www.epson.com/forbusiness](http://www.epson.com/forbusiness)

† Black and color print speeds are measured in accordance with ISO/IEC 24734. Actual print times will vary based on factors including system configuration, software and page complexity. For more information, visit [www.epson.com/printspeed](http://www.epson.com/printspeed) | †† Black and color copy speeds are determined in accordance with ISO/IEC 29183. Actual copy times will vary based on factors including system configuration and page complexity. For more information, visit [www.epson.com/copyspeed](http://www.epson.com/copyspeed) | **1** For AM-C4000, compared to similarly featured A3 color laser printers and copiers at 31–40 ppm based on manufacturers' specifications and industry available data as of March 2022. Actual power savings will vary by product model and usage. | **2** For AM-C5000, compared to similarly featured A3 color laser printers and copiers at 41–50 ppm based on manufacturers' specifications and industry available data as of March 2022. Actual power savings will vary by product model and usage. | **3** For AM-C6000, compared to similarly featured A3 color laser printers and copiers at 51–60 ppm based on manufacturers' specifications and industry available data as of March 2022. Actual power savings will vary by product model and usage. | **4** With optional Dual Cassette and High-Capacity Tray; 1,150-sheet capacity standard. | **5** For AM-C4000, floor space defined as width x depth of main unit base, compared to similarly featured A3 color laser printers and copiers at 31–40 ppm based on manufacturers' specifications and industry available data as of March 2022. | **6** For AM-C5000, floor space defined as width x depth of main unit base, compared to similarly featured A3 color laser printers and copiers at 41–50 ppm based on manufacturers' specifications and industry available data as of March 2022. | **7** For AM-C6000, floor space defined as width x depth of main unit base, compared to similarly featured A3 color laser printers and copiers at 51–60 ppm based on manufacturers' specifications and industry available data as of March 2022. | **8** Windows only. | **9** Requires an Internet connection, a free Epson Connect account and a destination email address or cloud storage account. For a list of supported cloud services, visit [www.epson.com/connect](http://www.epson.com/connect) | **10** Based on 200 dpi, letter-size, in black-and-white or color. | **11** Most features require an Internet connection to the printer, as well as an Internet- and/or email-enabled device. For a list of Epson Connect enabled printers and compatible devices and apps, visit [www.epson.com/connect](http://www.epson.com/connect) | **12** Requires Epson Smart Panel app download. Data usage fees may apply. | **13** Wi-Fi CERTIFIED™; level of performance subject to the range of the router being used. Wi-Fi Direct® may require printer software. | **14** Only printing and scanning are supported under Windows Server OS. | **15** Some applications and/or functions may not be supported under Mac OS X. | **16** RAM size definition is the total amount of RAM memory capacity inside the device, regardless of memory use. | **17** Internet access is required to install OS drivers and software. | **18** Not all media types are supported for PCL printing. | **19** Replacement cartridge yields are based on ISO/IEC 24711 tests in Default Mode printing continuously. Cartridge yields vary considerably for reasons including images printed, print settings, temperature and humidity. Yields may be lower when printing infrequently or predominantly with one ink color. All ink colors are used for printing and printer maintenance, and all colors have to be installed for printing. For print quality, part of the ink from the included cartridges is used for printer startup and a variable amount of ink remains in the cartridges after the "replace cartridge" signal. For details, visit [www.epson.com/inkinfo](http://www.epson.com/inkinfo) | **20** Display permanence based on accelerated testing of prints displayed under glass in indoor display conditions; album permanence based on accelerated testing of prints in dark storage conditions. Actual print stability will vary according to media, printed image, display conditions, light intensity, temperature, humidity and atmospheric conditions. Epson does not guarantee the longevity of prints. For maximum print life, display all prints under glass or UV filter or properly store them. | **21** For convenient and reasonable recycling options, visit [www.epson.com/recycle](http://www.epson.com/recycle) | **22** SmartWay is an innovative partnership of the U.S. Environmental Protection Agency that reduces greenhouse gases and other air pollutants and improves fuel efficiency.

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# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

**MEETING DATE: SEPTEMBER 23, 2024**

**AGENDA ITEM NO 7E**

**DEPARTMENT OF PUBLIC WORKS**

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties; Chip Hierlihy, General Manager  
**Submitted:** September 18, 2024  
**Subject:** Motion – To approve a change order to the 2024 Fieldstone Golf Club cart path paving project

## INTRODUCTION AND HISTORY

Following the September 9 City Council approval for cart path improvements on hole 15 at Fieldstone Golf Club, an opportunity arose to extend these enhancements to hole 16. This change order aims to address multiple issues on the hole 16 cart path, including upheaved locations caused by surrounding trees, normal wear and tear due to the pathway's age, and other degraded areas affected by washout. The cart path on hole 16 requires significant repairs to ensure player safety, protect the course's turf, and maintain Fieldstone's status as a premier public golf destination. Addressing these issues promptly will prevent further deterioration and potential hazards. The scope of work for hole 16 is similar to that of hole 15, encompassing repair cutouts, base improvements, and a 1½ inch overlay of the 1,575 linear foot pathway. This comprehensive approach will significantly improve the path's condition and longevity.



Completing the proposed improvements on hole 16 concurrently with hole 15 offers several strategic advantages. First, the competitive pricing from Titan Pavement enables us to maximize our budgeted funds, allowing for improvements on two holes instead of one. Additionally, once hole 15 is paved, access to hole 16 for future paving or repairs will become significantly more challenging. By addressing both pathways now, we can prevent potential increased costs and avoid extensive course restorations that would be necessary to access the hole 16 pathway in the future. This approach also provides a more comprehensive improvement, ensuring a more consistent and enhanced experience for golfers across a larger portion of the course. Lastly, by proactively addressing the issues on hole 16, we can prevent further deterioration, potentially saving on more extensive and costly repairs in the

future. These combined factors make the concurrent improvement of both pathways a strategically sound decision for Fieldstone Golf Club.

The 2024 Fieldstone Golf Club budget allocated \$100,000 for cart path improvements. With the recently approved project for hole 15 costing \$43,750, approximately \$56,250 remains available for additional improvements. Titan Pavement, the contractor awarded the hole 15 cart path project, has extended their competitive pricing to the proposed hole 16 improvements. Their quote for hole 16 is \$45,000, which falls within the remaining budget for 2024 cart path improvements.

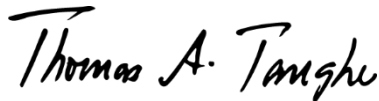
#### **STAFF RECOMMENDATION**

Staff recommends approval of a change order to the contract with Titan Pavement to complete improvements to the cart path on hole 16, in an amount not to exceed \$45,000. This project will be funded from the remaining balance in the 2024 Fieldstone Golf Club budget, account number 584-753-972.000.

#### **MOTION**

**Move to approve a change order to the contract with Titan Pavement for the 2024 Cart Path Paving Improvements at Fieldstone Golf Club in an amount not to exceed \$45,000.**

I CONCUR:



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THOMAS A. TANGHE, CITY MANAGER

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# Pavement Maintenance Proposal

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**City Of Auburn Hills**

**Tim Wisser**

**Project:**

**Fieldstone Golf Club Cart Path Additional Paving Hole 16**

1984 Taylor Rd  
Auburn Hills, Michigan 48326



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# Service Provider Information

## Company Info



Titan Pavement  
6460 Williams Lake Rd  
Waterford, MI 48329

P: 248-623-5043  
F: 248-623-9033  
<http://titanpavement.com>

## Contact Person

Greg Westlake  
President  
[greg@titanpavement.com](mailto:greg@titanpavement.com)  
Cell: 248-623-5043  
Office 248-623-5043

## About Us

### Your Premier Asphalt and Concrete Experts

At Titan Pavement, we excel in delivering top-notch solutions for all your asphalt and concrete needs. Whether you're seeking pristine new pavement installations or refurbishing existing surfaces, we've got you covered. Our specialized expertise spans both asphalt and concrete, making us your go-to partner for durable and impeccable pavement solutions.

**New Asphalt Paving:** Our skilled team is equipped to lay the foundation for fresh asphalt surfaces that stand the test of time. From driveways to parking lots and roadways, we ensure precision and quality in every project. Count on Titan Pavement for superior new asphalt pavement.

**Concrete Expertise:** When it comes to concrete, we bring the same level of commitment and expertise. From sidewalks to foundations and beyond, our concrete solutions are built to last. Titan Pavement is your trusted choice.

**Quality Assurance:** We pride ourselves on using the finest materials and maintaining the highest standards of workmanship. Our fully licensed, bonded, and insured team is dedicated to ensuring your project is done right from the outset.

**Choose Titan Pavement for your asphalt and concrete needs, and experience the difference of reliable, long-lasting pavement solutions.**

# Proposal: Fieldstone Golf Club Cart Path Additional Paving Hole 16



## Action Plan

1. Titan Pavement proposes to asphalt pave the 12,680 square foot of the pathway now, rather than delaying it until spring. This approach not only enhances the efficiency of the project but also addresses several critical factors that will ultimately benefit everyone involved.  
Completing the paving all at once can save cost in the long run. By consolidating the project, we avoid potential increases in materials and labor that often occurs as demand rises in the spring.  
By choosing to complete the pave now, we can significantly reduce the overall projects timeline. Waiting until spring may lead to scheduling conflict as other projects will rise and weather will play a role in delays. Completing the work now will allow us to avoid these factors.  
Asphalts aesthetics and fluidity of material can change based on multiple factors including weather and asphalt plant materials that are completely out of our control. Successfully completing the pave now avoids these risks and allows a seamless flow.  
Completing the entire pathway now ensures all users can enjoy a fully finished and functional pathway sooner. This boosts the community's satisfaction and allows for uninterrupted access. As we have discovered in the past, returning a second time can cause damage to the previous work due to having to enter and bring equipment and materials in a different way instead of keeping the flow and progress moving all at once in a uniform matter. This may cause issues to landscape, affect the work previously laid, and cause an inconvenience to players and staff if you were to split the pathway into now and spring.  
Given our valuable experience and the factors outlined above, we strongly recommend proceeding with the asphalt paving of the additional 12,680 square feet. By completing the project in one go, you're not just saving time and money but also ensuring a higher quality result that will benefit the community and Fieldstone Golf Club of Auburn Hills for years to come.  
We look forward to your approval and are excited to move forward with this project.

## New Asphalt Pavement | Overlay

1. **Overlay existing cart path on hole 16.**
2. The area under consideration for new asphalt surface comprises approx. 12,680 square feet.
3. All areas will be barricaded before, during and after this project.
4. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
5. All surfaces to be paved will be cleaned of all loose materials.
6. **PrePave Leveling**: Our firm will level low and depressed areas by installing **tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
7. **Parking Blocks**: This proposal includes the setting aside and reinstalling existing parking blocks. We will do everything possible not to damage any parking block, however any damaged blocks will be replaced at a rate of \$150 per block installed and pinned to pavement.
8. Our firm will machine install 2 inches of compacted surface asphalt, with all work being completed in 1 trip(s).  
***Vital to note that all work we specify is the final depth, not the depth prior to compaction.***
9. **Restoration Note**: Titan will prioritize minimizing its impact on the landscape damage. Any landscape restoration is the responsibility of the customer.

Total Price: \$42,500.00

## Additional Work Needed

1. **Removal of tree roots in 5 areas along cart path.**

Total Price: \$2,500.00



# Proposal: Fieldstone Golf Club Cart Path Additional P:

## Hole 16

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Image



Notes:

# Price Breakdown: Fieldstone Golf Club Cart Path Addition Paving Hole 16



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on September 12, 2024.

Item	Description	Cost
1.	New Asphalt Pavement   Overlay	\$42,500.00
2.	Additional Work Needed	\$2,500.00
Total:		\$45,000.00

## Authorization to Proceed & Contract

**Price is based on current market price for materials.** If pricing does change it will be addressed through a change order prior to start of work.

**The 50% deposit must be received within 30 days of acceptance of proposal.**

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in this proposal/contract it must be in a new contract or in a change order.

**Please see all attachments for special conditions that may pertain to aspects of this project.**

**FOR PAPER COPY SUBMISSION THIS PAGE MUST BE SIGNED**

**X**



# Proposal: Fieldstone Golf Club Cart Path Additional P: Hole 16

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## Acceptance

We agree to pay the total sum or balance in full 7 days after the completion of work.

A 50% deposit required for any work over \$1,000. Full balance due within 7 days of completion of work. Prices are subject to change after 30 days. A finance charge of 1-1/2% per month will be added to all past due accounts; an annum of 18%. Payment is due in full upon completion or upon invoicing of completed work.

**Deposit can be mailed to:**

**PO. Box 300756, Waterford, MI 48329**

**CREDIT CARD PAYMENTS ARE SUBJECT TO A 4% SURCHARGE.**

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

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

---

Tim Wisser | Municipal Properties  
City Of Auburn Hills  
1500 Brown Rd  
Auburn Hills, MI 48326  
[Twisser@auburnhills.org](mailto:Twisser@auburnhills.org)  
C: 248-364-6901  
O: 248-364-6901

---

Greg Westlake | President  
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6460 Williams Lake Rd  
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E: [greg@titanpavement.com](mailto:greg@titanpavement.com)  
C: 248-623-5043  
P: 248-623-5043  
F: 248-623-9033  
<http://titanpavement.com>

# Additional Info: Fieldstone Golf Club Cart Path Additio

## Paving Hole 16



### Warranty & Conditions

1. **1. Formation.** If Customer does not deliver to Contractor an executed Proposal within 30 days, Contractor may reject this Proposal/Contract.
2. **2. Warranty.** Contractor warrants that all work will be performed in a workmanlike manner and that all material will be as specified. The parties agree that this express warranty is Customer's sole and exclusive right to recover against Contractor for the work, and any other claims in any way concerning the work are hereby waived, whether in contract, tort, or otherwise. Any claim for breach of warranty must be filed within one year of substantial completion of the work. However, as a condition precedent to filing any claim against Contractor, Customer must provide Contractor with a reasonable opportunity to cure.
3. **3. Permits.** Customer is responsible for any necessary permit fees.
4. **4. Escalation.** This Contract is based on current material and equipment prices. Customer is responsible for cost increases to material and equipment (e.g., inflation and supply-chain issues).
5. **5. Quantities.** The price in this Contract is based on estimated quantities. Unless stated otherwise in this Contract, Customer is responsible for increased costs if actual quantities are greater than estimated quantities.
6. **6. Customer Responsibilities.** Customer shall establish and designate property lines, provide Contractor with all information in its possession or control material to the work, and shall make the site reasonably available for work to be performed within a reasonable time. Customer is responsible for any errors or failures, including costs for extra or changes to the work, costs for work not timely performed, damages for trespass on other property, and defense and indemnity (including attorney fees) for alleged trespass or damage to third parties.
7. **7. Equitable Adjustments.** Contractor shall be entitled to an equitable adjustment to the contract price for any extra work, changes to the work, differing site or subsurface conditions from anticipated conditions, or changes to the time to perform the work.
8. **8. Exclusions.** Costs for permits, bonds, stakeouts, cut sheets, layout engineering, testing, and other services or work not expressly identified in this Contract are excluded.
9. **9. Work Hours.** The price in this Contract is based on work during normal business hours from Monday through Friday, and excludes weekends unless stated otherwise in this Contract. Contractor shall be entitled to an equitable adjustment to the price if work is performed outside of normal business hours, including weekend work.
10. **10. Representations.** Customer represents and warrants that the existing surface will support the weight of all required construction equipment. Contractor shall not be responsible for damages to concrete, asphalt, or subsurface conditions due to the weight of trucks or equipment.
11. **11. Payments.** Customer shall be responsible for any and all costs and attorney fees incurred by Contractor to recover late payment from Customer.
12. **12. Liability.** Contractor's total liability to Customer for any claims, losses, or damages arising from or in any way relating to work concerning this Contract shall be limited to the greater of \$25,000.00 or the amount of the fee actually paid by Customer to Contractor.
13. **13. Force Majeure.** Contractor shall be excused from further performance due to any force majeure event or other conditions beyond Contractor's reasonable control which impact the work, including extreme weather, pandemic or epidemic, war, terrorism, supply-chain issues, new laws, or fire.
14. **14. Integration.** This Contract consisting of all documents included in Contractor's Proposal constitutes the parties' complete and final agreement, and supersedes any prior understandings, agreements, or representations.
15. **15. Concrete.** Applying fertilizers containing various chemicals and rock salt to concrete is not recommended as it can lead to various long-term issues with the concrete's strength, appearance, and durability. It's essential to follow proper curing practices and avoid introducing harmful substances like these during this critical phase of the concrete process.

### Customer Responsibilities & Clarifications

1. **FOR PAVING AND SEALCOATING:**
  - Coordination:** Customer must notify other contractors (e.g., landscapers, garbage companies) of our work to avoid interference.
  - Rain:** Work will likely be rescheduled as soon as possible if it is raining the day of scheduled service. If it rains shortly after installation, please contact our office. In the event of unexpected storms, we will touch up areas where sealer has not bonded.
  - Sprinklers:** Surface must be dry for our work. Turn off sprinklers and avoid lawn cutting 24 hours before and 48 hours after service.
  - Barricades:** No vehicle traffic for up to 48 hours. Even though surface appears dry in 2-6 hours, traffic can ruin the work. Customer is responsible after we leave to maintain barricades. Customer is responsible to ensure all vehicles

# Proposal: Fieldstone Golf Club Cart Path Additional Paving Hole 16



are removed by 7:15 am on date of work, unless otherwise agreed. Vehicles must be out of garages and parked 20' from asphalt to allow our work and limit accidents. We are not responsible for damage to vehicles left in the work area.

**Driving on Surface:** Avoid turning wheels when driving on surface unless vehicle is moving, as this can result in scuffing and turn marks; however, in time, they may blend in with surrounding surface.

**Cold Weather Conditions:** Work is subject to winter conditions (? 50 degrees). Roller and asphalt marks may be visible due to cold temperatures, and sealcoating and striping are not guaranteed. Customer must sign Cold Weather Waiver before work can begin.

## FOR PAVING:

**Unforeseen Conditions:** If depths go deeper than anticipated due to unforeseeable conditions during excavation, a change order may be necessary. If Customer or its agent insist on paving without authorizing corrective action after being made aware of sub-base or base coarse conditions, we will not be responsible for pavement failures.

**Water Drainage:** We will make water reasonably drain based on site conditions. However, we make no guarantee or representation of drainage. Standing water of 3-5% is considered acceptable when water diminishes within a 24-hour period.

**Sub Grades:** No material shall be placed on wet, unstable, or frozen subgrade. A suitable subgrade is a condition precedent to the work and is Customer's responsibility.

**Minimum Grade:** We may refuse to pave unless minimum grades of 1% are possible for surface drainage. If work is performed with < 1% grade, water ponding may occur and we are not responsible for surface drainage. Depressions over 3/4" can be filled.

**Landscape:** We are not responsible for restoration of landscape, trees, or greenbelt areas due to our work, or for damage to decorative landscape items, plants, brick pavers, trees, etc. that are near or surrounding the work area.

**Hidden Objects:** We will not be responsible for removing hidden objects encountered during our work, nor costs associated with the same (e.g., sprinkler lines, private electrical lines, any utilities, etc.).

**Underground Conditions:** Customer is responsible to identify all underground conditions (e.g., sewer, water, gas, cable, electrical) we might encounter. Such conditions must be identified in this Proposal. If we encounter unexpected conditions, extra costs shall be borne by Customer. We are not responsible for unusual or differing soil conditions (e.g., contaminated or hazardous) encountered that are not identified in the Proposal. We assume no responsibility for excavation, removal, or disposal of such soils.

**Reproduction of Cracks:** When resurfacing existing pavement, we are not responsible for reproduction of cracks ("reflective cracking"), ponding, drainage issues, or poor-quality transitions which may occur when resurfacing.

## FOR SEALCOATING:

**Driveway Chalk & Wet Mud Spots:** Customer shall hose off driveway chalk or wet mud spots 1 day prior to service. In the event that these materials are on the driveway, we may have to reschedule your service and charge you a trip charge.

**Lawn Fertilization:** Lawn fertilizer must not be installed seven days before or after service.

**Pavement Sealer:** Asphalt will take a minimum of 30 days to fully cure, and is sensitive during this time to animal droppings, tree droppings, water stains, ponding water, and tire markings. This is normal and should fade over time. Areas of shade will take longer to dry and cure than areas in direct sunlight.

**Existing Splashing:** If surrounding areas have splashing or drip areas of sealer, we are not responsible for removal.

**Residue:** Parking lots with underwater issues or large sections of cracks (alligator /spider-web cracking) may result in a white or brown residue. This condition is caused by limestone or other minerals drawn to the surface, appearing white or brown when dried. Since the surface is a dark black, this will be evident for a period of time; however, they will fade and eventually disappear.

**Overspray:** A small drift spray of sealer is normal where grass meets pavement, but will disappear generally after the next mowing.

**Weeds:** We have proposed work based on conditions at the time of the assessment. If you decide to proceed with proposed work at a later date (e.g., >30 days after assessment), there may be additional costs for excessive weeds.

## For Snow Removal & De-Icing:

**Scope:** The description of snow services on the enclosed proposal are based on normal snow events within your region.

**Special Conditions:** In the event of salt rationing, shortage, or supply-chain issues, new pricing and delivery guidelines will be established. Blizzards (including disaster category) may require additional costs and services.

**Monthly Minimum Fee:** A minimum monthly, readiness fee may be identified in the Proposal for the months of Nov-Mar.

**Heavy Ice:** We may utilize heavy hand tools and extra salting due to blizzards or ice storms, resulting in additional costs.



# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO 8A

CITY CLERK'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk; Ryan Gagnon, Chief of Police  
**Submitted:** September 17, 2024  
**Subject:** Motion – To consider non-renewal of the Embassy Suites hotel license.

### INTRODUCTION AND HISTORY

At the June 17, 2024 City Council meeting, City Council held a Public Hearing to consider non-renewal of the hotel license for Embassy Suites, 2300 Featherstone Rd, due to non-compliance with CCTV requirements (interior cameras did not provide adequate coverage) and that the camera system was located in a back-office area and was not viewable by front desk staff. Representatives from the hotel requested a ninety-day extension as they were expecting delivery of the equipment in July.

As of today, hotel representatives believe that the vendor will complete the installation by September 23<sup>rd</sup>, but cannot guarantee that it will be complete. The attorney for the hotel will be present at the meeting to update City Council on the status of the installation.

### STAFF RECOMMENDATION

If the hotel does not have the camera system installed by the City Council meeting on September 23<sup>rd</sup>, staff recommends that an extension be granted to allow the vendor additional time for the camera installation. If the cameras have been installed and are operational, staff recommends that a conditional license be granted.

### MOTION

#### OPTION A

Move to grant Embassy Suites, 2300 Featherstone Rd, an extension to the next City Council meeting, to allow the hotel additional time to install the camera system. Further, if the camera system has not been installed, the hotel representative is required to report back to City Council at the October 21, 2024 City Council Meeting.

#### OPTION B

Move to issue a conditional license to Embassy Suites, 2300 Featherstone Rd, to expire on December 31, 2025.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO 9A  
CITY MANAGER'S OFFICE

**To:** Mayor and City Council  
**From:** Thomas A. Tanghe, City Manager; Brandon Skopek, Assistant City Manager  
**Submitted:** September 12, 2024  
**Subject:** Motion – To Approve a Sixth Golf Course Maintenance Contract Extension Agreement

## INTRODUCTION AND HISTORY

For twenty-one years the City of Auburn Hills has utilized Davey Golf for grounds maintenance services at Fieldstone Golf Club (FGC). During that time, Davey golf successfully captured the five-year grounds maintenance contract on three separate competitive bid occasions – 2003, 2008, and again in 2013, which continued through the 2017 season. Upon the expiration of the original 2013 agreement in February 2018, the City and Davey entered into a series of contract extension agreements, which extended and continued the original agreement to February 2025.

The subject of preparing and advertising an open bid process for golf course maintenance was discussed. Through those discussions, it was determined that due to the success of Davey Golf in maintaining the facility during their tenure, the positive relationship with the company, and an undesirable bidding environment due to staff shortages and inflated prices, it would be prudent to provide financial certainty on the golf course maintenance side and seek a new five-year contract extension rather than go out to bid or seek a one-year extension.

City staff and Davey Golf began working together to prepare an extension with terms and conditions that would be acceptable to both parties. We have reached an agreement and Davey Golf approved of the updated extension agreement. The current contract cost is \$528,800 for the 2024 season; Davey Golf is requesting the following annual payments throughout the duration of the five-year contract:

<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
\$555,240	\$566,345	\$566,345	\$574,840	\$574,840
5% increase	2% increase	0% increase	1.5% increase	0% increase

Total contract costs will come to \$2,837,610 over the five-year period. The contract increases are attributed to increasing costs related to staffing, equipment, and supplies. The increases can certainly be deemed reasonable as they equate to 1.70% annually. The new agreement has been reviewed and approved by City Attorney Beckerleg.

## STAFF RECOMMENDATION

Staff recommends approval of a five-year extension for Golf Course Maintenance with Davey Golf.

## MOTION

Move to approve the Sixth Golf Course Maintenance Contract and Specifications Agreement with Davey Tree Expert Company d/b/a Davey Golf for a total contract amount of \$2,837,610, which will be paid in annual installments as outlined in the Agreement. Furthermore, authorize the City Manager to convey acceptance by purchase order.

I CONCUR:

A handwritten signature in black ink that reads 'Thomas A. Tanghe'.

THOMAS A. TANGHE, CITY MANAGER





## **SIXTH GOLF COURSE MAINTENANCE CONTRACT AND SPECIFICATIONS EXTENSION AGREEMENT**

This Sixth Golf Course Maintenance Contract and Specifications Extension Agreement (“Sixth Agreement”) is effective as of February 20, 2025, by and between the City of Auburn Hills, a Michigan municipal corporation, whose address is 1827 N. Squirrel Road, Auburn Hills, Michigan 48326, and The Davey Tree Expert Company d/b/a Davey Golf, 1500 N. Mantua Street, Kent, Ohio 44240.

### **RECITALS:**

WHEREAS, the Fieldstone Golf Club of Auburn Hills is the City’s municipal golf course located at (a) clubhouse, 1984, Taylor Road, Auburn Hills, Michigan 48326 and (b) Golf Course Maintenance Facility, 2234 Taylor Road, Auburn Hills, Michigan 48326 (collectively referred to as the “Fieldstone Golf Club of Auburn Hills”); and

WHEREAS, the original Fieldstone Golf Club of Auburn Hills Golf Course Maintenance Contract and Specifications February 20, 2013-February 19, 2018 (“Original Agreement”) expired on February 19, 2018 and beginning in 2018 the parties entered into a series of Golf Course Maintenance Contract and Specifications Extension Agreements (“Agreements”) extending and continuing the Original Agreement, as amended, to February 19, 2025.

WHEREAS, the parties again desire to extend and continue the Original Agreement, as extended by previous Agreements, with the Original Agreement, as amended, being extended for an additional term of five years by this Sixth Agreement, commencing upon the expiration of the term of the Fifth Agreement on February 19, 2025 and extending to and expiring on December 31, 2029, with this Sixth Agreement being subject to and having all of the same terms, conditions and specifications outlined in the Original Agreement, as amended, except for a new total contract amount of \$2,837,610, which will be paid in annual installments as follows:

<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
\$555,240	\$566,345	\$566,345	\$574,840	\$574,840

Said annual payments to be paid as specified in the Original Agreement, and language revisions referenced herein; and

WHEREAS, on September 23, 2024 the Auburn Hills City Council adopted a motion approving the Sixth Agreement and a five year extension of the Original Agreement, as amended, to The Davey Tree Expert Company d/b/a Davey Golf, in the total contract amount of \$2,837,610 with the extension concluding on December 31, 2029, and all other language in the Original Agreement, as amended, remaining applicable and in full force and effect except as amended herein; and

WHEREAS, the parties are desirous of entering into this Sixth Golf Course Maintenance Contract and Specifications Extension Agreement in accordance with the Auburn Hills City Council’s September 23, 2024 approval.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Original Agreement and for other good and valuable consideration given, the parties hereto agree as follows:

1. The Fieldstone Golf Club of Auburn Hills Golf Course Maintenance Contract and Specifications February 20, 2013 to February 19, 2018 (Original Agreement), as amended and extended, is extended for a sixth time, for a five year term to December 31, 2029, in the total contract amount of \$2,837,610, which will be paid in annual installments as follows:

<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
\$555,240	\$566,345	\$566,345	\$574,840	\$574,840

Said annual payments will be paid as specified in the Original Agreement, with this sixth extension to begin on February 20, 2025 and to expire on December 31, 2029, with all other language, terms and conditions in the existing Fieldstone Golf Club of Auburn Hills Golf Course Maintenance Contract and Specifications February 20, 2013 to February 19, 2018 (Original Agreement), as amended and extended, remaining in full force and effect, except as specifically amended herein.

The parties agree to this Sixth Golf Course Maintenance Contract and Specifications Extension Agreement by the parties' signatures below.

CITY OF AUBURN HILLS, 1827 N. Squirrel Road, Auburn Hills, MI 48326

By: \_\_\_\_\_  
Brian Marzolf, Mayor

By: \_\_\_\_\_  
Laura M. Pierce, City Clerk

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

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this \_\_\_\_\_ day of September 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Marzolf, Mayor of the City of Auburn Hills, and Laura Pierce, Clerk of the City of Auburn Hills, known to me (or proved to me on the basis of satisfactory evidence), to be the person(s) who executed the within instrument on behalf of the City of Auburn Hills and acknowledged to me that they executed the within instrument on behalf of the City of Auburn Hills.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County & State  
My commission expires: \_\_\_\_\_

The Davey Tree Expert Company  
d/b/a Davey Golf

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

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

STATE OF MICHIGAN  
COUNTY OF OAKLAND

On this \_\_\_\_\_ day of September 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me (or proved to me on the basis of satisfactory evidence), to be the person(s) who executed the within instrument as President of The Davey Tree Expert Company d/b/a Davey Golf on behalf of The Davey Tree Expert Company d/b/a Davey Golf, that executed within instrument, and acknowledged to me that The Davey Tree Expert Company d/b/a Davey Golf executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said County & State  
My commission expires: \_\_\_\_\_

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# CITY OF AUBURN HILLS

## CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 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; Stephanie Carroll, Economic Development Director  
**Submitted:** September 12, 2024  
**Subject:** Motion – Move to adopt a resolution approving a request from Chateau Aeronautique Winery, LLC for a new Off-Premises Tasting Room License.

### INTRODUCTION AND HISTORY

We have received a request from Lorenzo Lizarralde, owner and operator of Chateau Aeronautique Winery, LLC, and Blue Skies Brewing, for local approval to exchange his distillery license for an Off-Premises Tasting Room License for the new distilled spirits they will be offering in addition to the beer and wine currently available at Blue Skies Brewing.

Due to recent changes with Michigan Liquor Control Commission (MLCC) regulations, breweries are not allowed to have Off-Premises Tasting Rooms; the attached Off-Premises Tasting Room License application only applies to Mile High Distillery spirits and Chateau Aeronautique Winery wines. Blue Skies Brewery will remain licensed as a Small Brewer with the MLCC. Vodka, gin, whiskey, and bourbon are among the spirits being added to the menu.

We have enclosed information from Mr. Lizarralde about why he has decided to add spirits and how this affects his current license from the MLCC. The Auburn Hills Police Department has reviewed the request and confirmed that there have been no violations or negative contacts since opening in 2020. I have attached their recommendation.

Blue Skies Brewing has been an excellent addition to Downtown, and adding spirits to its offerings will only enhance the visitor experience. With all the new developments in the Downtown, Mile High Distillery is anticipated to add to the vibrancy of the Downtown atmosphere.

### STAFF RECOMMENDATION

It is recommended that the City Council approve Mr. Lizarralde's request for an Off-Premises Tasting Room License, which will allow him to serve spirits at their Auburn Hills location.

### MOTION

Move to adopt the enclosed resolution approving a request from Chateau Aeronautique Winery, LLC, for a new Off-Premises Tasting Room License.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER





**Local Government Approval For Off-Premises Tasting Room License**  
(Authorized by MCL 436.1536)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new Off-Premises Tasting Room License application.

**Instructions for Local Legislative Body:**

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a \_\_\_\_\_ meeting of the \_\_\_\_\_ council/board  
(regular or special) (township, city, village)  
called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
the following resolution was offered: (date) (time)  
Moved by \_\_\_\_\_ and supported by \_\_\_\_\_  
that the application from \_\_\_\_\_  
CHATEAU AERONAUTIQUE WINERY, LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW OFF-PREMISES TASTING ROOM LICENSE**

to be located at: \_\_\_\_\_  
3358 AUBURN ROAD, AUBURN HILLS MICHIGAN 48326

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the \_\_\_\_\_  
council/board at a \_\_\_\_\_ meeting held on \_\_\_\_\_ (township, city, village)  
(regular or special) (date)

\_\_\_\_\_  
Print Name of Clerk

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

## *Then...*

A few months ago, when the lease on the space on Auburn Road in which Blue Skies operates approached the end of the five-year term, Steve Calverley, CEO of Krimson, owner of the building, generously offered us another five-year term locked in at the same rate.

Given the six-story residential building coming next door, Mr. Calverley's blessing to add Mile High Distillery to the lease, and Auburn Hills' forward-looking spirit, I signed the five-year extension and applied for and was granted licensure by the state and feds to add Mile High Distillery to Blue Skies Brewery in Auburn Hills. To my surprise, the Michigan Liquor Control Commission did not require approval from the City of Auburn Hills. We've been serving cocktails and offering bottles of spirits for carry-out since July 11, 2024.

Spirits are a **whole different animal** from Beer and Wine; both the state and feds require us to 'manufacture' (blend and bottle) spirits on premises in Auburn Hills. We are required to transport everything we need to blend and bottle spirits from the Irish Hills to Auburn Hills, make space for a day of bottling, then return to the Irish Hills, typically in heavy traffic. Every bottling session has been quite an undertaking; bottling days in Auburn Hills are very disruptive to our operation in the Irish Hills, costly and overall, very inefficient. We can bottle 500 bottles in the Irish Hills with our bottling machine in *half the time* it takes to bottle 72 bottles by hand in Auburn Hills. My guys are begging me to find a better way.

The paperwork required for Spirits is another issue; both state and federal authorities require multiple monthly reports, whereas Beer and Wine are quarterly. I spend *hours* every month filing reports.

There is a silver lining: during the licensure process, the Michigan Liquor Control Commission investigator assigned to my application revealed Michigan has changed their rules and now allow Distilleries to have 'Off-Premises Tasting Rooms' *co-located* with their Brewery licenses!

In other words, if I exchange my Distillery license for an Off-Premises Tasting Room License, we can simply *transfer* spirits from Irish Hills to Auburn Hills *and* my monthly paperwork is reduced by a third. While it is hard to give up licenses I worked so hard to earn, the result would be a huge relief.

While Local Government Approval was not required by the MLCC to approve Mile High Distillery - Auburn Hills, your approval *is* required to **exchange** my Distillery license for an 'Off-Premises Tasting Room' license; and so, may I submit the attached 'Local Government Approval' form for your consideration, please?

Thank you for your time.

Blue Skies,

Lorenzo Lizarralde

Chateau Aeronautique Winery, Blue Skies Brewery & Mile High Distillery

Cell 734-604-4767



**POLICE DEPARTMENT**  
1899 North Squirrel Road  
Auburn Hills, MI 48326

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## MEMORANDUM

TO: Stephanie Carroll, Economic Development Manager  
CC: Ryan Gagnon, Chief of Police  
FROM: Scott McGraw, Deputy Chief of Police  
DATE: September 4, 2024  
**SUBJECT: Off-Premises Tasting Room License**

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On September 4, 2024, I confirmed through the Michigan Liquor Control Commission's (MLCC) Alcohol Information Management System that Chateau Aeronautique Winery, LLC had been issued a Small Distiller License (L-000475868) on July 1, 2024, and is valid through April 30, 2025. According to the MLCC, the Small Distiller License allows Chateau Aeronautique Winery to apply for an Off-Premises Tasting Room License. The MLCC requires local government approval for the Off-Premises Tasting Room License. As part of the approval process, I have confirmed that Chateau Aeronautique Winery has not had any MLCC violations or negative contacts with the Auburn Hills Police Department. Given this information and their good standing in the city, there is no reason from the law enforcement perspective that would prohibit Chateau Aeronautique Winery from being granted the Off-Premises Tasting Room License.



# CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 23, 2024

AGENDA ITEM NO \_\_\_\_\_

## 13. CLOSED SESSION

No Electronic Information Available

### MOTION

Move to meet in closed session to discuss Attorney's Opinion letter, pursuant to MCL 15.268(1)(h) of the Open Meetings Act.

## Taking flight: OCC celebrates unveiling of new mascot, Talon the Owl



*Oakland Community College's new mascot, Talon the Owl, bursts through the banner in his debut prior to a home volleyball win Monday night in Auburn Hills. (BRYAN EVERSON – MediaNews Group)*

By [Bryan Everson](#) | [beverson@medianewsgroup.com](mailto:beverson@medianewsgroup.com)

UPDATED: September 18, 2024 at 2:01 p.m.

AUBURN HILLS – Monday night's home volleyball opener for Oakland Community College served as not just a turning of the page for its athletic department, but also the real beginnings of a new chapter for the school and its identity as a whole.

The evening was a celebration and unveiling of the school's new mascot, Talon the Owl, who debuted by emerging into the gymnasium to hype up the crowd just prior to the start of a four-set victory over Henry Ford College.

Monday's event that also included a parking lot tailgate with food and beverages marked the culmination of a multi-year rebranding effort for the school, which retired its old mascot, Rudy the Raider, who was introduced when the college was founded in 1965.

Thoughts of diverting from the Raider – inspired by the Oakland Raiders, who were founded in 1960 and at that time playing in the American Football League prior to the NFL merger – began to transpire during the COVID pandemic.

"We knew that with everything going on we were dealing with, it was important we got started on this initiative so that when things came back, we'd have this mascot we could start to rally around and bring people back," OCC Chancellor Peter Provenzano said. "I really thought everything starts with the mascot – college spirit, all the branding. When you think about universities and colleges, much of that revolves



around the mascot. I knew it was important we have one that everyone could embrace. We allowed our community to choose it so it resonates with them.”

After that brainstorming, OCC students served up nearly 250 mascot suggestions, and a selection committee made up of a mix of employees and students from the school then narrowed it down to three final choices: Owls, Cobras, and Green Tide.



*Flanked by OCC athletic director Jamie Corona (left) and professor Peter Schade (right), student and Waterford native Hailey Martin shows off her award for designing the college’s new mascot, Talon the Owl, as part of Monday’s unveiling before a home volleyball match. (BRYAN EVERSON – MediaNews Group)*

Alongside that, a tie-in was introduced within the classroom, as instructor Peter Schade’s graphic arts students were given the mascot assignment project as part of the Fall 2023 course curriculum in order to help conceptualize and design the character. Schade collected the objectives from the committee and presented them in the form of a design contest offered to 25 of his students in the class.

“It was a great experience for my students,” Schade said. “They were able to work on a real project and got the opportunity to stretch themselves into the professional world. I told them even if their mascot design was not selected, it still looks good on their resume.”

The honor ended up going to Waterford native Hailey Martin.

“When I heard about it (at first), I was pretty excited,” Martin said. “I love to design a lot of animal characters kind of similar to Disney – that’s my biggest inspiration – and I thought I’d see what I could do with it.”

Martin liked her owl design the best from the concepts she came up with for the trio of finalists. “It was my favorite because I loved the personality I was able to give it,” she said.

She was full of surprise when discovering that it would be her design that would serve as OCC’s newest mascot. That winning design of hers was initially unveiled to all on Valentine’s Day, though the rebranding really took flight this fall with the start of the 2024-25 academic year.

Of course, Martin was rightfully front-and-center during Monday’s ceremony, where she was presented with a plaque commemorating her efforts.

Asked what it was like to see her vision come to life, Martin said, "It's so surreal, but so exciting. I'm just happy to see everyone loves it. It's such an honor for me. It warms my heart."

Added Provenzano, "It's everything I could have ever dreamed of. When you walk in and see Talon on our chairs, our floor, on the sticks the crowd are holding up in the stands, that's everything we ever hoped for. It goes a long way in creating that school spirit that's so important at OCC."

*Originally Published: September 18, 2024 at 1:55 p.m.*

## **OU professors' union agrees to new five-year contract**

### **Union will meet in the coming weeks to vote on ratification**



Students and professors returned for the first day of classes on Sept. 4 after an agreement was reached on a tentative agreement with the AAUP. photo by Matt Fahr Media News Group

By Matthew Fahr | [mfahr@medianewsgroup.com](mailto:mfahr@medianewsgroup.com) | The Oakland Press  
UPDATED: September 4, 2024 at 2:28 p.m.

Only hours before classes were set to begin, Oakland University and its professor's union reached a tentative agreement on a new contract.

The Oakland University American Association of University Professors (OU-AAUP), tentatively accepted a five-year contract with a total of 16% in salary increases as well as market adjustments and lump sum payments.

Other increases, such as faculty travel and promotion raises, had been agreed upon in earlier negotiations. OU refused all proposals that included retirement contributions for part-time faculty.

"Faculty working conditions are student learning conditions," said OU-AAUP President Mike Latcha. "I'm glad the university and the bargaining team were able to come to an agreement so that I can get back in the classroom to deliver the excellent education Oakland students deserve."

The agreement includes:

Year 1: 4% merit pool increase, plus one-time lump sum payments of \$1,500 for full-time faculty and \$500 for special lecturers

Year 2: 3% merit pool increase, plus \$500,000 allocated for market adjustments

Year 3: 3% merit pool increase, plus \$500,000 allocated for market adjustments

Year 4: 3% merit pool increase

Year 5: 3% merit pool increase

The agreement also includes increases for promotional raises and funds for faculty travel and research. It also doubles the retirement stipend for special lecturers.

Classes proceeded as scheduled on Wednesday, Sept. 4, while the full details of the agreement will be presented to the union membership for a ratification vote in the coming weeks.

"I did not think that we were that far apart when the day began and both sides were highly motivated to get this thing done before classes started, but I was surprised that it happened so soon," said Latcha. "I was encouraged that the university finally put a proposal on the table that we could agree to."

"Oakland University and its faculty union reached a tentative agreement late this evening and classes will begin as scheduled," OU said in a statement. "The agreement still needs to be ratified by faculty union members in the next week or two, but it is great news for all concerned."

"Our faculty members' contributions are critical to our mission and achieving our strategic goals," OU President Ora Hirsch Pescovitz said. "This generous package demonstrates our commitment to their continued success."

AAUP Executive Director Amy Pollard said the process moved along better on Tuesday than a negotiation session between the two sides without a mediator on Sunday.

"Proposals went back and forth all day. There was more movement yesterday than Sunday," said Pollard. "On Sunday nothing happened at all, but Tuesday was very encouraging with the proposals coming from both sides to reach an agreement."

Pollard is confident the new agreement will be approved by union members but knows there is still work to be done.

"I absolutely believe this tentative agreement will be ratified, but I believe it is my job to never be satisfied as the executive director," said Pollard. "I am in a unique position as an employee of the union. My job is to continuously strive for more for our faculty."

The new five-year agreement avoids a repeat of 2022 when the two sides could not reach a new contract and the union went on strike, delaying classes for two days.