



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

MARCH 2026

DAY	TITLE	TIME	LOCATION
2	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
2	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
3	Board of Review Organizational Meeting	9:00 AM	Administrative Conference Room 1827 N. Squirrel Road
4	Planning Commission	6:00 PM	Council Conference Room 1827 N. Squirrel Road
9	Board of Review	9:00 AM	Administrative Conference Room 1827 N. Squirrel Road
9	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
10	Board of Review	2:00 PM	Administrative Conference Room 1827 N. Squirrel Road
10	Tax Increment Finance Authority	5:30 PM	Council Chamber 1827 N. Squirrel Road
10	Election Commission	5:30 PM	Council Conference Room 1827 N. Squirrel Rd
11	Pension Board	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
11	Retiree Health Care	Immediately following the Pension Board meeting	Administrative Conference Room 1827 N. Squirrel Road
12	Zoning Board of Appeals	6:30 PM	CANCELLED
16	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
17	Brownfield Redevelopment Authority	6:00PM	Administrative Conference Room 1827 N. Squirrel Road
25	Board & Commission Training	6:00 PM	Council Chamber 1827 N. Squirrel Rd
31	Election Commission / Public Accuracy Test	5:30 PM	Council Chamber 1827 N. Squirrel Rd

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

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APRIL 2026

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

NOTE: Anyone planning to attend the meeting who has need of special assistance under the 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, MARCH 2, 2026
Workshop Session ♦ 5:30 PM

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

Regular City Council Meeting ♦ 7:00 PM

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

248-370-9402 ♦ www.auburnhills.org

Workshop Topic: Discussion of New Bond Debt Issuance

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, February 16, 2026

5. APPOINTMENTS AND PRESENTATIONS

6. PUBLIC COMMENT

7. CONSENT AGENDA

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

7a. Motion – To amend the 2026 General Fund Capital Improvements Department budget for encumbered funds by purchase order.

7b. Motion – To adopt the annual Arbor Day proclamation.

7c. Motion – To approve an agreement with Firefly Drone Shows, LLC.

7d. Motion – To approve the purchase of Structural Firefighting Turnout Gear.

7e. Motion – To authorize City Manager to order and purchase road salt for the 2026/27 Season.

7f. Motion – To execute a utility easement with DTE as part of the Woodland Villas Subdivision Development.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To consider the 2026 Liquor License Renewals. (2 Motions)

9b. Motion – To replace the Manitoba Park Play Structure.

9c. Motion – To approve the Police Department K9 Program.

10. COMMENTS AND MOTIONS FROM COUNCIL

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. CLOSED SESSION

13a. Motion - To meet in closed session to discuss labor negotiations pursuant to MCL 15.268(1)(c) of the Open Meetings Act.

14. ADJOURNMENT

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



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 4A

CITY COUNCIL



CITY OF AUBURN HILLS REGULAR CITY COUNCIL MEETING

DRAFT MINUTES

FEBRUARY 16, 2026

CALL TO ORDER & Mayor Hawkins 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, Moniz, and Verbeke

Absent: None

Also Present: City Manager Tanghe, Asst City Manager Skopek, City Attorney Kelly, City Clerk Pierce, Deputy Chief of Police McGraw, Fire Chief Robinson, Director of Community Development Cohen, Mgr of Fleet & Roads Hefner, Economic Development Mgr Carroll, Downtown Engagement Specialists DiPassio & Scharfenberg, Asst to the City Manager Hagge, Engineer Driesenga

8 Guests

4. APPROVAL OF MINUTES

4a. City Council Workshop Minutes, February 2, 2026

Moved by Ferguson, Seconded by Moniz.

RESOLVED: To approve the City Council Workshop Minutes of February 2, 2026.

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

No: None

Resolution No. 26.02.023

Motion Carried (7 - 0)

4b. City Council Regular Meeting Minutes, February 2, 2026

Moved by Knight, Seconded by Ferguson.

RESOLVED: To approve the City Council Regular Meeting Minutes of February 2, 2026.

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

No: None

Resolution No. 26.02.024

Motion Carried (7 - 0)

5. APPOINTMENTS AND PRESENTATIONS

5a. Motion – To confirm the reappointment of John Young to the Downtown Development Authority.

Moved by Marzolf, Seconded by Ferguson.

RESOLVED: To confirm the reappointment of John Young to the Downtown Development Authority for a term ending October 31, 2029.

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

Resolution No. 26.02.025

Motion Carried (7 - 0)

5b. Introduction of Downtown Engagement Specialists.

Ms. Carroll introduced the new Downtown Engagement Specialists Emma Scharfenberg & Miranda DiPassio.

6. PUBLIC COMMENT

Resident shared her concerns regarding the AI Center at Oakland University.

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Brownfield Redevelopment Authority, January 22, 2026

7a2. Planning Commission, February 4, 2026

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

7b. Motion – To adopt the updated Fire Department Fee Schedule.

RESOLVED: To adopt the updated Fire Department fee schedule.

7c. Motion – To approve the installation of a 250-year Historical Marker in Aaron Webster Cemetery.

RESOLVED: To approve the installation of a 250-year historical marker within the Aaron Webster Cemetery.

Moved by Verbeke, Seconded by Fletcher.

RESOLVED: To approve the Consent Agenda.

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

Resolution No. 26.02.026

Motion Carried (7 - 0)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To approve the Special Land Use Permit to allow for the outside and overnight storage of commercial vehicles / Concraft, Inc.

Mr. Cohen presented the Special Land Use Permit for Concraft Inc. and the request for outside and overnight storage of up to fourteen (14) commercial vehicles. He commented that the vehicles stored behind the building will be screened from North Atlantic Blvd. He shared that there is a robotics company directly behind their location and that there is potential to have some vehicles seen, however, there is vegetation along the property line which should help.

Mr. Nick Crimando, applicant, was available to answer any questions from the City Council.

Moved by Fletcher, Seconded by Ferguson.

RESOLVED: To accept the Planning Commission's recommendation and approve the Special Land Use Permit for Concraft, Inc. to allow for the outside and overnight storage of fourteen (14)

commercial vehicles at 4225 N. Atlantic Boulevard, subject to the representations made by the company and the conditions of the City’s Administrative Review Team. This permit is non-transferable and shall expire if Concraft, Inc. vacates or ceases operations on the property.

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

Resolution No. 26.02.027

Motion Carried (7 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Knight commented on the lights on the trees in the downtown area. He also commented that he is unhappy with the lack of shoveling on the sidewalks. He provided a report from the Brownfield Redevelopment Committee.

Mr. Ferguson shared the information on the Pint-Sized Picassos event taking place at the Community Center. Hee thanked the Historical Society for the new marker.

Mr. Marzolf suggested that the extra snow not being piled so close to the river as it could have debris that will find its way into the river when it starts to melt. He also would like to see the downtown area patrolled as there seems to be a lot of trucks driving through that area again.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. ADJOURNMENT

Moved by Ferguson, Seconded by Verbeke.

RESOLVED: To adjourn the meeting.

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

Resolution No. 26.02.028

Motion Carried (7 - 0)

The meeting adjourned at 7:25 PM.

Eugene Hawkins III, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7A

CITY MANAGER'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Brandon Skopek, Assistant City Manager
Submitted: February 23, 2026
Subject: Motion – To amend the 2026 General Fund Capital Improvements Department budget for encumbered funds by purchase order

INTRODUCTION AND HISTORY

Each year several purchase orders are rolled into the next fiscal year when the expected goods or services are not delivered before the end of the fiscal year. While these funds are encumbered against the year in which the purchase order is created and still encumbered upon a roll forward into a new year, no amendment to the budget has been made at the time of roll forward. Therefore, a budget amendment is required to accommodate these purchases already approved from the previous year.

In fiscal year 2025, funds were budgeted and approved for the engineering design work required for the downtown parking structure addition. While this design work has been progressing, site plan and construction documents need to be finalized. The purchase order for this design work has an outstanding balance of \$44,391.25, which will be carried over into fiscal year 2026. Although the funding was already approved in the previous fiscal year, a budget amendment is required to roll these funds into fiscal year 2026. It is important to note that this is not a request for additional funding, but for carrying these encumbered funds into fiscal year 2026 only.

STAFF RECOMMENDATION

Staff recommend increasing appropriations in the 2026 General Fund Capital Improvements budget (GL# 101-901-975.000-PKSTRUC_3381) by \$44,391.25 for the roll forward of purchase order #226914 for the downtown parking structure addition.

MOTION

Move to amend the 2026 General Fund Capital Improvements department budget, increasing appropriations by \$44,391.75 for fiscal year 2025 funds encumbered by purchase order #226914.

I CONCUR:

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

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7B

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties
Submitted: February 4, 2026
Subject: Motion – to adopt the annual Arbor Day proclamation

INTRODUCTION AND HISTORY

In 1976 the Arbor Day Foundation began the Tree City USA program. This is a nationwide program designed to promote the planting and preservation of public trees. Thousands of communities across the nation have made the commitment to become a Tree City USA member. This year will mark the 27th year that the City of Auburn Hills shares in this important distinction.

Participating in the Tree City USA program demonstrates our commitment to a healthy, sustainable, and responsible urban forestry program. These efforts reduce energy costs, improve storm water management, and improve erosion control. Trees can reduce energy consumption by up to 25% when strategically planted around buildings.

The City of Auburn Hills meets or exceeds all four core requirements to be a Tree City USA member, which are: Having a tree board, a tree ordinance, a forestry program with an annual budget of at least \$ 2 per capita and an annual Proclamation with an Arbor Day Observance event.

Our annual Arbor Day event will be a tree planting on Friday, April 24, 2026. There will be a presentation followed by the planting of a tree. Once the location and details are finalized, city staff will inform City Council and administration so that anyone wishing to attend may do so.

STAFF RECOMMENDATION

Staff recommends that the annual Arbor Day Proclamation be adopted by City Council in support of maintaining our Tree City USA designation.

MOTION

Move to adopt the annual Arbor Day proclamation designating Friday, April 24, 2026 as Arbor Day in the City of Auburn Hills.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



PROCLAMATION

Designation of Friday, April 24, 2026 as Arbor Day in The City of Auburn Hills

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, the Auburn Hills City Council does hereby proclaim April 24, 2026 as Arbor Day in the City of Auburn Hills, and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, the Auburn Hills City Council urges all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this ____th day of _____, 2026, at the City of Auburn Hills

Mayor Eugene Hawkins, III



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7C

CITY MANAGER'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager
Submitted: February 23, 2026
Subject: Motion – to Approve Agreement with Firefly Drone Shows, LLC

INTRODUCTION AND HISTORY

The City of Auburn Hills will be conducting a celebration of America's 250th birthday with an event called "Auburn Hills Celebrates America's 250th Birthday" on Thursday evening, June 18, 2026, rain date Thursday, July 9, 2026. The event will consist of a two-part drone show that includes logos of sponsoring Auburn Hills companies as well as a display of patriotic images and a tribute to the men and women of the armed services.

Spectators can watch the show from our multi-sports athletic field with the show launched from our baseball field. While it is difficult to predict the popularity of this event, we are planning on at least 2,500 spectators. The show will be conducted by Firefly Drone Shows, LLC, an Auburn Hills-based company.

I am pleased to share that with the generous support of Stellantis, our presenting sponsor, as well as several other local corporate sponsors and our own Tax Increment Finance Authority, the entire cost of the event has been paid for without utilizing funds from the city's budget.

STAFF RECOMMENDATION

Staff recommend approval of the enclosed Agreement between the City of Auburn Hills and Firefly Drone Shows, LLC. The Agreement has been reviewed by the city attorney.

MOTION

Move to approve the Agreement between the City of Auburn Hills and Firefly Drone Shows, LLC under the terms and conditions contained in the Agreement and authorize the City Manager to execute the Agreement on behalf of the City. Furthermore, the city manager's signing of the Agreement is subject to Firefly Drone Shows, LLC providing the city with a current certificate of insurance prior to the event date, as well as executing our Hold Harmless Agreement.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

DRONE SHOWS SERVICES AGREEMENT

This Drone Shows Services Agreement (together with all exhibits and documents incorporated, this “**Agreement**”) is made and entered on December 17th, 2025 (“**Effective Date**”), between City of Auburn Hills with offices located at 1827 N. Squirrel Rd, Auburn Hills, MI 48326 (“**Client**”), and Firefly Drone Shows, LLC, a Michigan limited liability company with offices located at 1900 Opdyke Ct. Auburn Hills, MI 48326 (“**Firefly**”). Firefly and Client may, without distinction, be individually referred to as a “**Party**” and collectively as the “**Parties**”.

1. Drone Show and Services.

(a) Subject to the terms of this Agreement, Firefly agrees to perform a drone show display or displays consistent with the Scope of Services attached as Exhibit A (“**Drone Show**”).

(b) The performance of the Drone Show will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Firefly in its sole discretion.

(c) The Parties agree that should unsafe conditions arise during the performance of the Drone Show, as determined by Firefly in its sole discretion, Firefly’s Pilot in Command (“**PIC**”) may halt the display. The PIC may resume the Drone Show if the PIC determines that safe conditions are restored.

(d) Firefly shall obtain all necessary permits required by local governmental agencies at least seven days before the performance of the Drone Show

(e) If Client wishes to change the scope or performance of the Drone Show, it must submit details of the requested change to Firefly in writing. Firefly will, within a reasonable time after such request, provide Client a written estimate of the time likely required to implement the change and any necessary variations to the fees and expenses arising from the changes.

(f) In full and final consideration for the services outlined above, Client agrees to pay Firefly the total amount of fees and expenses stated in the attached invoice (“**Invoice**”) attached as Exhibit B.

(g) Client shall pay the Invoice by wire transfer, check, or credit card with 3.5% service fee. 50% of the total amount of the Invoice is due upon the signing of this Agreement. The remaining 50% of the total amount of the Invoice is due within 10 days of the completion of the Drone Show.

(h) Upon completion of the Drone Show, cancelation of the Drone Show due to weather, or if the Client cancels the Drone Show, Firefly will have 60 days to invoice (“**Additional Expense Invoice**”) Client for any additional fees, costs, or expenses that the Client previously approved based on changes in scope or performance per Section 1(d) of this Agreement (“**Additional Expenses**”). The Client agrees to pay the Additional Expenses within 30 days of receiving any Additional Expense Invoice. Client will pay the full amount of the Additional Expense Invoice to Firefly by credit card or check made payable to Firefly Drone Shows, LLC to be delivered to Firefly’s address provided in the first paragraph of this Agreement.

2. Client’s Obligations.

(a) Client shall be solely and entirely responsible for the following obligations:

(i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Drone Show at least seven days before the performance of the Drone Show.

(ii) .

(iii) Maintaining a safe operating area from which the Firefly crew will work, uninterrupted.

(iv) Securing the area of operation to ensure only individuals necessary to the operation (“**Participating Persons**”) are allowed in the area of flight operations as designated by Firefly.

(v) Ensuring that only Participating Persons will be permitted within the perimeter of 500 feet from the area of primary flying.

(vi) Providing one 20-amp circuit for battery charging (alternatively, Firefly can provide this equipment upon Client’s request).

(vii) Ensuring that none of the Client’s employees, contractors, or representatives are operating a drone within 2500 feet of the Drone Show location during the performance of the Drone Show.

(b) Client, and its employees, representatives, and agents, must respond promptly to any Firefly request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Firefly to perform the Drone Show in accordance with the requirements of this Agreement.

(c) If Firefly’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its employees, representatives, and agents, Firefly shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, if arising directly or indirectly from such prevention or delay.

3. Cancellation.

(a) If Firefly is unable to perform the Drone Show due to (i) an adverse weather event (ii) the Parties inability to obtain the requisite permissions to perform the Drone Show, (iii) the illness, injury, or death to its employees or personnel who are intended to pilot and coordinate the Drone Show, (iv) or due to the damage or destruction of Firefly's equipment prior to or during transit to the location of the Drone Show or (v) any other event outside the reasonable control of the Client, including but not limited to acts of God, governmental orders or restrictions, airspace closures or FAA action, third-party property owner refusal or loss of site access, civil unrest, public safety threats (i.e. any concern with regard to the public's health, safety and welfare), utility outages, or other force majeure events, (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Firefly or its personnel, Firefly may cancel the Drone Show and any of its obligations under this Agreement by providing Client notice as soon as reasonably possible before the Drone Show. If a cancellation under this Section 3(a) is required, Firefly will provide Client a full refund of any amounts Client paid to Firefly at the time of cancellation.

(b) The Client may cancel the Drone Show for any reason more than thirty (30) days prior to the scheduled performance date without penalty; however, any reimbursement shall be reduced by costs already incurred by Firefly Drone Shows as of the cancellation date, including but not limited to animation and creative development hours, drone show programming, and other pre-production or planning services, provided that such costs are reasonable, directly related to the cancelled Drone Show, and supported by itemized, written documentation acceptable to the Client. This subsection shall not apply to Drone Shows cancelled due to an "Unforeseen Event," in which case the Township shall be entitled to a full refund.

(c) If Client cancels this agreement for a reason other than an "Unforeseen Event" less than 30 days, but more than 24 hours before the scheduled date of the Drone Show, the cancellation fee will be 50% of the full Invoice price.

(d) If Client cancels this agreement for a reason other than an "Unforeseen Event" less than 24 hours before the scheduled date of the Drone Show, the Client shall pay Firefly the total amount of the Invoice.

4. Statement of Compliance. Firefly complies with federal aviation law. In connection with these obligations, Firefly hereby represents and warrants to Client that Firefly is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2020-00311 ("**Waiver**"). Client represents that nothing in this Agreement shall obligate Firefly to exceed or violate the terms of the Waiver.

5. Insurance. Firefly will provide Client a certificate of liability insurance for UAS flight-related aerial operations, naming Client as an additional named insured in an amount of at least one-million dollars USD (\$1,000,000.00) per occurrence. If the property at which the Drone Show is to be performed is not owned by Client, the Client shall notify Firefly of such, and the

owner of such property shall be listed as an additional named insured as well. In addition, Firefly shall meet the insurance requirements of the Client as set forth in Exhibit "C".

6. Indemnification. Firefly agrees to execute the Client's required Hold Harmless Agreement attached as Exhibit "D."

7. Intellectual Property. All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to the Drone Show, work product, and other materials that are delivered to or for Client under this Agreement shall be owned by Firefly.

8. Confidential Information.

(a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.

(b) Under this Agreement, "**Confidential Information**" includes, but is not limited to, Firefly's operating procedures, operations manuals, and any documents marked "Confidential," subject to the City's FOIA obligations as set forth in Sec. c below.

(c) Notwithstanding anything to the contrary in this section 8, the city's obligations under applicable public records or freedom of information laws (including, without limitation, the Michigan Freedom Of Information Act, MCL 15.231 et seq.) shall govern and supersede this section to the extent disclosure is required by law. If the city receives a request for disclosure of confidential information, the city will, to the extent permitted by law, provide Firefly prompt written notice and, where reasonably practicable, allow Firefly a reasonable opportunity to seek a protective order or other relief. Notwithstanding any such notice, the city may comply with any legally required disclosure and shall not be liable to Firefly for disclosures made in good faith pursuant to applicable law.

9. Representation and Warranty.

(a) Firefly represents and warrants to Client that it shall perform the Drone Show using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. Firefly further represents and warrants that it shall comply with all applicable federal, state, and local laws, regulations, FAA requirements, and industry safety standards in the performance of the Drone Show.

(b) In the event of a materially defective Drone Show, Firefly and the City shall mutually agree to one of the following remedies:

(i) Reperform the Drone Show; or

- (ii) Credit or refund the price of the Drone Show at the full contract price; or
- (iii) reimburse the Client for reasonable, documented costs incurred to remediate, correct, or mitigate the defective performance, to the extent such costs were caused by Firefly's breach of this Agreement.

(c) The remedies set forth in this Section are not intended to be exclusive and shall be in addition to, and not in limitation of, any other rights or remedies available to Client at law or in equity, including claims for bodily injury, property damage, or third-party claims arising from Firefly's acts or omissions. Except for the warranty set forth above, Firefly makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; or (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise; ; provided, however, that nothing in this subsection shall be construed to disclaim warranties or obligations that cannot be disclaimed under applicable law or that arise from Firefly's negligence, gross negligence, or willful misconduct.

10. Limitation of Warranty

(a) IN NO EVENT SHALL FIREFLY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT FIREFLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO: (i) BODILY INJURY, DEATH, OR PROPERTY DAMAGE; (ii) CLAIMS SUBJECT TO FIRELY'S INDEMNIFICATION OBLIGATIONS; (iii) FIRELY'S BREACH OF CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS; (iv) VIOLATIONS OF LAW; OR (v) FIRELY'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

(b) IN NO EVENT SHALL FIREFLY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO FIREFLY PURSUANT TO THIS AGREEMENT. PROVIDED, HOWEVER, THAT THIS CAP SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, OR TO AMOUNTS RECOVERABLE UNDER FIRELY'S INSURANCE POLICIES REQUIRED BY THIS AGREEMENT, AND SHALL NOT LIMIT THE CITY'S RIGHT TO RECOVER AVAILABLE INSURANCE PROCEEDS.

11. Waiver of Jury Trial.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION SHALL BE DEEMED TO WAIVE OR LIMIT ANY RIGHTS OR PROCEDURAL REQUIREMENTS IMPOSED BY STATUTE, CITY CHARTER, OR OTHER APPLICABLE LAW GOVERNING MUNICIPAL CLAIMS, NOTICE, OR ENFORCEMENT, AND THIS SECTION SHALL BE VOID TO THE EXTENT SUCH WAIVER IS UNENFORCEABLE AS A MATTER OF LAW.

12. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Sections 6, 7, 8, 9, 10, and 11 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of 24 months after such expiration or termination.

13. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Drone Show. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party.

14. Force Majeure. Firefly shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Firefly including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication breakdown or power outage.

15. Severability. If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination

that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Form of Written Notice. Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
17. Choice of Law. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed under the laws of the State of Michigan, without giving effect to any conflict of laws provisions thereof.
18. Cumulative Remedies. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
19. Assignment. Neither Party may directly or indirectly assign, transfer, or delegate any of or all its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether such Party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be invalid.
20. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
23. Waiver. No waiver of any right, remedy, power, or privilege under this Agreement (“**Right(s)**”) is effective unless in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
24. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

25. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.
26. Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF AUBURN HILLS

FIREFLY DRONE SHOWS, LLC

Name:

By: Matthew Sanker

Its:

Its: Director of Sales

EXHIBIT A
SCOPE OF SERVICES

Date(s) of Show Performance:	June 18th, 2026
Rain Date:	July 9th, 2026
Approximate Time of Show Performances:	10:00pm and 10:45pm
Location of Show Performance	42°40'02.3"N 83°13'17.4"W
Quantity of Drones Used Per Show:	200 & 500 Drones
Duration of Each Show Performance:	15 Minutes
Show Design Description:	<p>The Drone Show will be comprised of stock show elements designed by Firefly Drones Shows with the addition of the custom elements as listed below:</p> <ul style="list-style-type: none"> - Sponsor logos included in 200 drone pre-show - Stock Patriotic Designs in 500 drone main show
Additional Specifications/Comments:	

EXHIBIT B
INVOICE

Firefly Drone Shows
1900 Opdyke Ct
Auburn Hills, MI 48326
www.fireflydronesshows.com



Estimate

ADDRESS

City of Auburn Hills
ATTN: Thomas A. Tanghe
1827 N. Squirrel Road
Auburn Hills, MI 48326

ESTIMATE# 2217

DATE 12/16/2025

EXPIRATION DATE 02/01/2026

JOB NUMBER

America 250th Celebration

ACTIVITY	QTY	RATE	AMOUNT
Drone Light Show 200 Drones, 15 Minutes - Date: June 18th, 2026 (10:00pm) - Location: Auburn Hills, MI			0.00
Drone Light Show 500 Drones, 15 Minutes - Date: June 18th, 2026 (10:45pm) - Location: Auburn Hills, MI		80,000.00	80,000.00

••Rain Date: 6/19/2026

Included in Quote:

- 200 Drone Pre-Show
- 6 Custom Animations & Access to Firefly's Stock Library
- Custom Audio Design & Synchronization
- FAA Permitting, Airspace Authorization & Altitude Waiver
- Onsite Setup, Execution, and Teardown
- Project & Logistics Coordination

SUBTOTAL	80,000.00
TAX	0.00
DISCOUNT	-30,000.00
TOTAL	\$50,000.00

Accepted By

Accepted Date

EXHIBIT C
INSURANCE REQUIREMENTS

**Insurance Requirements
City of Auburn Hills, Michigan And/Or
City of Auburn Hills T.I.F.A, B.R.A., D.D.A**

1. Liability Insurance:

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

a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):

I. Check mark indicating occurrence as opposed to claims made form

II. Limits of Liability:

\$1,000,000 each occurrence

\$2,000,000 general and products-completed operations aggregates

III. Personal Injury

\$2,000,000 aggregate

b. Automobile Liability:

I. Check mark indicating coverage as to any automobile

II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded

III. Limits of Liability: \$1,000,000 combined single limit

c. Commercial Umbrella (Excess) of at least \$4,000,000

d. The Contractor shall insure the Contractor's equipment and property and the City and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.

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

f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Workers Compensation

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

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

-\$500,000 E.L. each accident

-\$500,000 E.L. each disease – each employee

-\$500,000 E.L. Disease – Policy Limit

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

3. Hold Harmless/Indemnification Agreement

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

4. Certification of Insurance

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

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

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

- i. City Clerk's Office City of Auburn Hills
1827 North Squirrel Road Auburn Hills, MI 48326

5. Sub-Contractors Insurance Requirements

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

6. Requirement as Part of Contract

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

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

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

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

c. Cyber Liability (_____)

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

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

Employee Dishonesty coverage with limits of at least \$1,000,000 w/ third party of endorsement. Required when contractor is working on site in city owned buildings. May be required when contractor is working on site on city owned property.

8. Temporary Events and/or Special Events

With respect to temporary events and special events, the City shall have the discretion to amend some or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City.

Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement as described in Section 9 herein.

EXHIBIT D
HOLD HARMLESS AGREEMENT

CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT

As required for approval of the _____
(Activity)

_____ herein after referred to as _____
(Name of Company) (Abbreviated Name Form)

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

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

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

Name of Company

Witnesses

By _____

Dated _____



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7D

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Trevin Robinson, Fire Chief
Submitted: February 25, 2026
Subject: Motion – To Approve the Purchase of Structural Firefighting Turnout Gear

INTRODUCTION AND HISTORY

The Auburn Hills Fire Department is seeking approval to purchase six (6) new sets of structural firefighting turnout gear and eight (8) pairs of structural firefighting boots. This purchase is essential to ensure the continued safety and effectiveness of our firefighters during emergency operations. Our current inventory includes gear that is approaching or has exceeded the recommended service life. The department has purchased turnout gear and firefighting boots at different time increments in the past, resulting in variable expiration dates, which explains the need for two (2) additional pairs of boots to be purchased.

The department has evaluated various turnout gear manufacturers and has found Lion brand turnout gear to be the preferred option. Lion is a globally recognized manufacturer of structural firefighting gear, currently in use by leading departments such as FDNY, Detroit, Chicago, Seattle, Houston, and many others. Auburn Hills has used Lion gear for over 10 years and finds it to be a reliable, high-quality product. While there are other brands offering similar products, the Lion brand offers a few valuable features that cannot be found elsewhere.

Phoenix Safety Outfitters is the sole regional supplier for Lion turnout gear. The department has purchased gear through this supplier for over 10 years. We have consistently received excellent pricing and customer service. The department received a proposal through the Sourcewell Government Cooperative Purchasing Program. The Sourcewell Purchasing Program meets the purchasing policy set forth by the City.

The department has been awarded a grant through the Michigan Department of Labor and Economic Opportunity to cover \$3,125.00 per turnout gear set and \$375.00 per pair of boots. This leaves the city responsible for \$1,063.00 per set of turnout gear and \$10.00 per pair of boots for a total cost to the city of \$6,458.00 for the 6 sets of turnout gear and 8 pairs of boots. This purchase was presented to the Public Safety Advisory Committee, which recommended that the purchase be presented to the City Council.

STAFF RECOMMENDATION

Staff recommends the purchase of six (6) sets of Lion brand turnout gear and eight (8) pairs of structural firefighting boots through Phoenix Safety Outfitters under the Sourcewell contract # 010424-LIO. The price per set of gear is \$4,188.00 with six (6) sets totaling \$25,128.00. The price per pair of boots is \$385.00 for a total of \$3,080.00. The total purchase amount is \$28,208.00. Grant funds will cover \$21,750.00, leaving Auburn Hills responsible for \$6,458.00.

MOTION

Move to approve the purchase of six (6) sets of Lion brand turnout gear and eight (8) pairs of structural firefighting boots through Phoenix Safety Outfitters under the Sourcewell in the amount not to exceed \$28,208.00 from GL: 101-339-799.000-LABORECONOPP and 101-339-799.000

I CONCUR:

Thomas A. Tanghe

THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7E

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Jason Hefner, Manager of Fleet & Roads
Submitted: February 23, 2026
Subject: Motion – Authorize City Manager to Order and Purchase Road Salt for the 2026/27 Season

INTRODUCTION AND HISTORY

The State will be bidding road salt purchases for the 2026/27 winter season in the near future through the MiDEAL process. In order to participate in the bid, each participating government entity must place an order for road salt by April 1, 2026 prior to bid pricing being available in August. To provide their best price, vendors will bid based on quantity expectations from the buyers. However, when the State awards the bid, the order then becomes a commitment to purchase at least 80% of the quantity regardless of the price. This is the same approach the City took the past eight seasons with City Council review and approval.

Past experience has shown us that salt pricing varies year to year and it's challenging to know what action is best to take. We've bid road salt purchases in-house with what we believe was a good result. Then we migrated to a local consortium administered through the City of Farmington Hills and found better pricing with the larger group participation. In 2017, we found pricing through the MiDeal bid program to be approximately \$50,000 in savings for the City over the Farmington Hills Consortium bid. For the 2018/19 season the MiDEAL price of \$45.80/ton was \$5.34/ton less than the Farmington Hills Consortium bid of \$51.14/ton, saving the City roughly \$15,000.

At first consideration, the concept of blindly committing to an order without knowing the price seems nonsensical. However, when we consider the alternatives relating to risk versus benefit, maintaining a relationship with the MiDEAL road salt program should continue to bring the most value. Not only should we see a much lower bid price based on quantity through MiDEAL we will also have our quantities guaranteed and will have priority delivery. Staff believes that the best choice is to provide a committed salt order to the State bid process rather than taking our chances on our own. However, per the City's purchasing ordinance, purchases over \$10,000 for goods require City Council Approval. The commitment to purchase without knowing the cost is contrary to the normal process the City typically follows. Therefore, staff needs City Council authorization to place an order and to purchase 80% of that quantity to participate in the MiDEAL bid process.

Going forward, staff recommend the following strategy to minimize our risk exposure. On average, we have used just over 2,100 tons of salt per season. Because of maintenance with the salt dome the last couple of seasons, we began this winter season (2024/25) with extra space in our dome. While that would have been sufficient for a normal year, the DPW has used approximately 3,500 tons of salt to this point. A severe winter could extend our salt use over 3,000 tons for the season. Staff will place a pre-season fill order of 3,000 tons (which will ensure we are full before the season begins) and a seasonal salt order of 2,500 tons for the 2026/27 season with the State of Michigan to participate in the bid process. If the 2026/27 winter season experiences minimal snow accumulation, the City will only be obligated to purchase 80% of the seasonal order, or 2,000 tons. With excessive snow, the City can opt to purchase 30% over the seasonal order amount, or 3,250 tons. Staff is confident that, given our current supply, this strategy will see us through the season without experiencing a salt shortage.

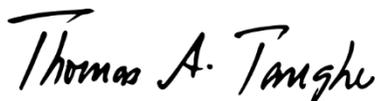
STAFF RECOMMENDATION

Staff recommend that the City Council waive the typical process outlined in the Purchasing Ordinance and authorize the City Manager to submit a road salt order for the 2026/27 season to participate in the State of Michigan road salt bid process.

MOTION

Move to authorize the City Manager to submit a road salt pre-season order of 3,000 tons and a seasonal order of 2,500 tons to the State of Michigan for the 2026/27 season to participate in the MiDEAL bid process.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 7F

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Stephen Baldante, Public Works Director
Submitted: February 24, 2026
Subject: Motion – To execute a utility easement with DTE as part of the Woodland Villas Subdivision Development

INTRODUCTION AND HISTORY

As part of the construction of the Woodland Villas Subdivision, DTE is proposing to install two (2) new utility poles within their existing line of utility poles located on the west side of Bald Mountain Road. These poles, along with an underground electrical feed, will provide residential service to the Woodland Villas Subdivision on the east side of Bald Mountain Road. To extend service to the new utility poles to the subdivision, two (2) twelve-foot -wide easements are required on the west side of Bald Mountain Road, extending from the new utility poles to the Bald Mountain right-of-way, which is located on a city owned parcel (PIN 14-02-200-012). Exhibit A is attached for reference and shows the location and description of the 12-foot-wide easement request for reference. In addition, Exhibit B contains the legal description of the property and has been reviewed by the Kelly Firm. Lastly, Exhibit C shows a copy of the DTE underground easement request as well as a description of the property and purpose of the easement. This easement will need to be executed to allow for the proposed DTE underground utility work to occur.

STAFF RECOMMENDATION

Staff recommend allowing the Public Works Director to execute an easement with DTE for two (2) twelve-foot-wide easements as part of the Woodland Villas development located on Bald Mountain Road.

MOTION

Move to allow the Public Works Director to execute an easement with DTE for two (2) twelve-foot-wide easements on city owned property (parcel # 14-02-200-012) as part of the Woodland Villas Subdivision project.

I CONCUR:

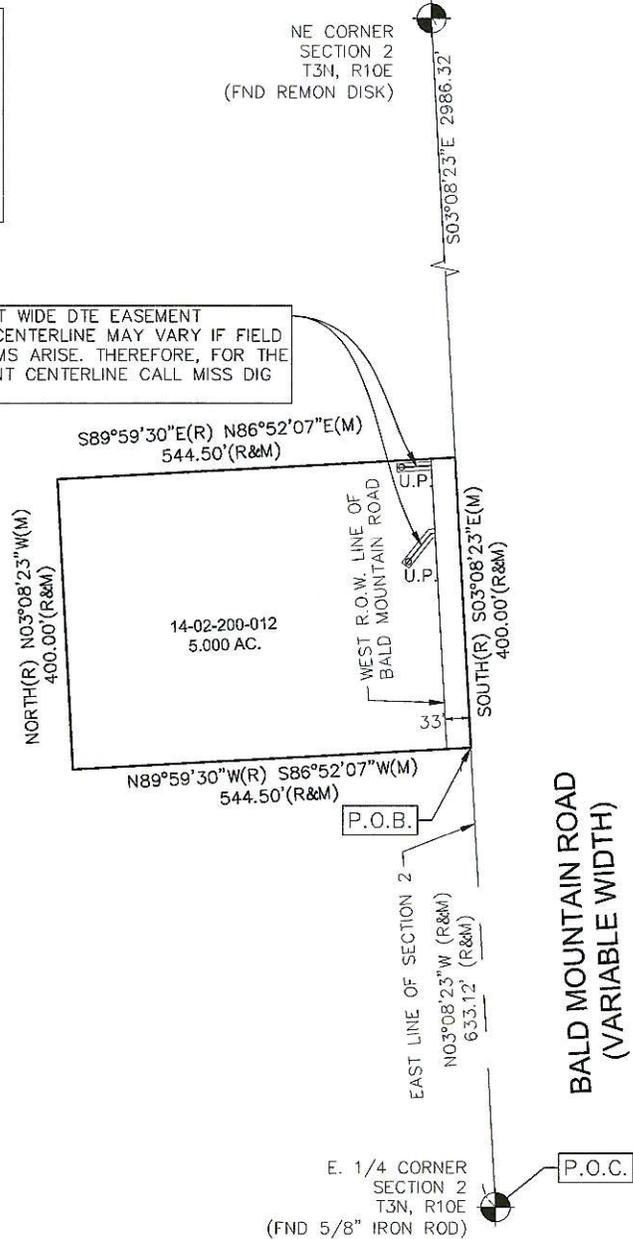
THOMAS A. TANGHE, CITY MANAGER

EXHIBIT A

LEGEND

-  SECTION CORNER
-  P.O.C. PLACE OF COMMENCING
-  P.O.B. PLACE OF BEGINNING
-  (R) RECORD
-  (M) MEASURED
-  U.P. UTILITY POLE

CENTERLINE OF 12 FOOT WIDE DTE EASEMENT
 NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD CONSTRUCTION PROBLEMS ARISE. THEREFORE, FOR THE AS-INSTALLED EASEMENT CENTERLINE CALL MISS DIG 1-800-482-7171



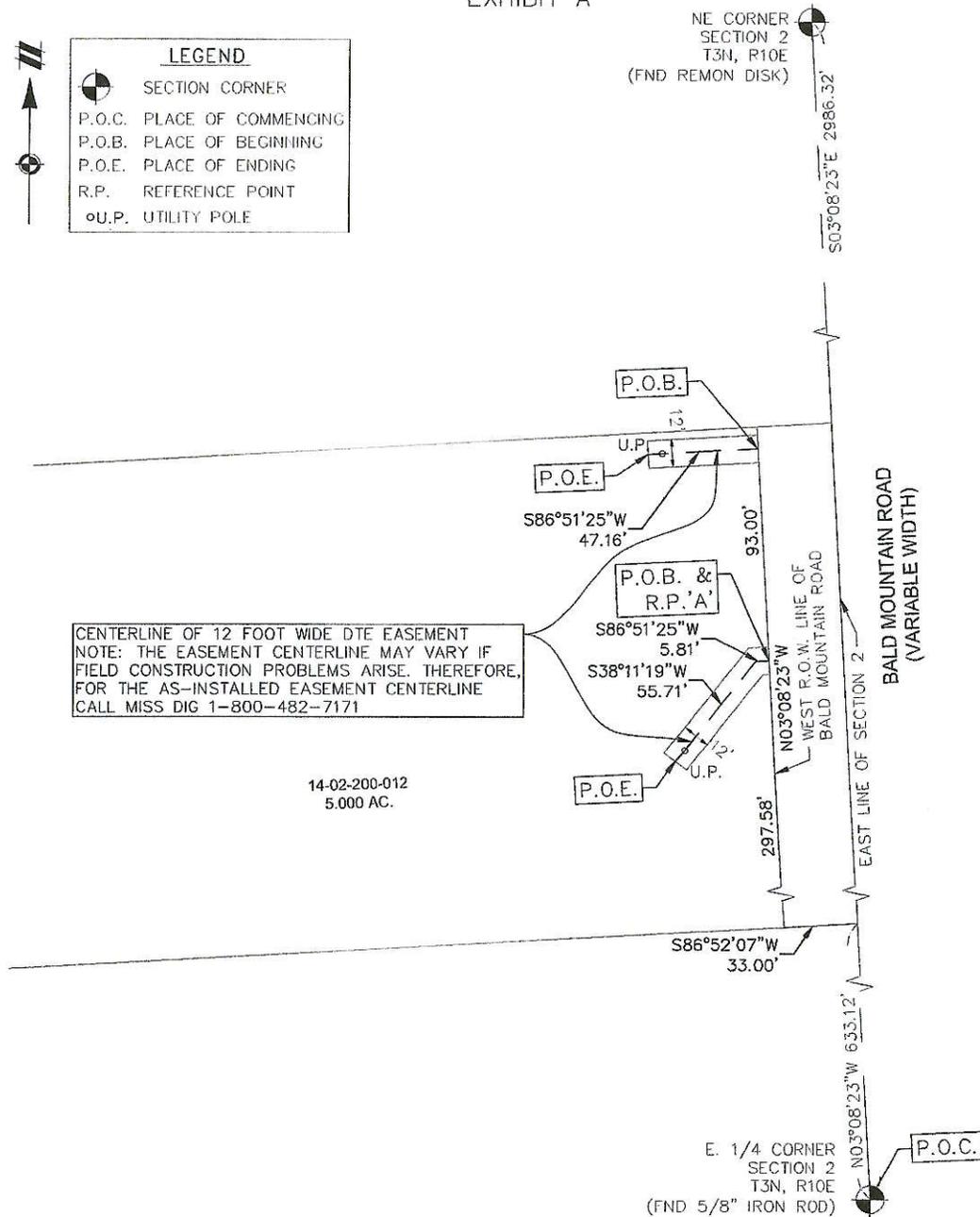
TAX PARCEL NUMBER: 14-02-200-012 PLANNER: SRW:
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT BALD MOUNTAIN ROAD SOBI LLC SKETCH & DESCRIPTION OF A 12 FOOT WIDE DTE FRANCHISE UTILITY EASEMENT LOCATED IN SECTION 2 TOWN 3 NORTH, RANGE 10 EAST CITY OF AUBURN HILLS OAKLAND COUNTY, MICHIGAN	JOB: 18001920	CAD EA-05
	DR. MB	CH. SW
	BOOK NA	PG. NA
	SHEET 1 OF 3	DATE: 8/20/2025
	FILE CODE: EA-05 DTE	
 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000		
SCALE: 0 100 200 1 INCH = 200 FEET	REV. 10/30/2025	

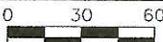
EXHIBIT A

LEGEND

-  SECTION CORNER
-  P.O.C. PLACE OF COMMENCING
-  P.O.B. PLACE OF BEGINNING
-  P.O.E. PLACE OF ENDING
-  R.P. REFERENCE POINT
-  U.P. UTILITY POLE



TAX PARCEL NUMBER: 14-02-200-012 PLANNER: SRW:
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT BALD MOUNTAIN ROAD SOBI LLC SKETCH & DESCRIPTION OF A 12 FOOT WIDE DTE FRANCHISE UTILITY EASEMENT LOCATED IN SECTION 2 TOWN 3 NORTH, RANGE 10 EAST CITY OF AUBURN HILLS OAKLAND COUNTY, MICHIGAN	JOB: 18001920	CAD: EA-05
	DR: MB	CHL: SW
	BOOK: NA	PG: NA
	SHEET: 2 OF 3	DATE: 8/20/2025
	FILE CODE: EA-05 DTE	
 866.850.4200 www.atwell-group.com TWO THIRTEEN SQUARE, SUITE 700 SOUTHFIELD, MI 48036 248.447.2000		
SCALE: 1 INCH = 60 FEET	 0 30 60	

REV. 10/30/2025

EXHIBIT B

DESCRIPTION OF A 5.000 ACRE PARCEL OF LAND (TAX PARCEL # 14-02-200-012) LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN PER OAKLAND COUNTY TAX RECORDS:
 T3N, R10E, SEC 2 PART OF NE 1/4 BEG AT PT DIST N 633.12 FT FROM E 1/4 COR, TH N 89-59-30 W 544.50 FT, TH N 400 FT, TH S 89-59-30 E 544.50 FT, TH S 400 FT TO BEG 5 A

DESCRIPTION OF A 12 FOOT WIDE DTE EASEMENT LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN:

A 12 FOOT WIDE EASEMENT (RIGHT-OF-WAY) BEING 6 FEET WIDE ON BOTH SIDES AND AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 2, TOWN 3 NORTH, RANGE 10 EAST, CITY OF AUBURN HILLS, OAKLAND COUNTY, MICHIGAN; THENCE N03°08'23"W 633.12 FEET ALONG THE EAST LINE OF SAID SECTION 2, LYING IN BALD MOUNTAIN ROAD (VARIABLE WIDTH); THENCE S86°52'07"W 33.00 FEET; THENCE N03°08'23"W 297.58 FEET TO REFERENCE POINT 'A' AND A PLACE OF BEGINNING; THENCE S86°51'25"W 5.81 FEET; THENCE S38°11'19"W 55.71 FEET TO THE POINT OF ENDING.

ALSO: COMMENCING AT SAID REFERENCE POINT 'A'; THENCE N03°08'23"W 93.00 FEET FOR A PLACE OF BEGINNING; THENCE S86°51'25"W 47.16 FEET TO THE POINT OF ENDING.

TAX PARCEL NUMBER: 14-02-200-012 PLANNER: SRW:
 MEASURED BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES (NAD83), SOUTH ZONE, GROUND DISTANCES, INTERNATIONAL FEET. MEASURED BEARINGS DIFFER FROM RECORD TITLE BEARINGS.

CLIENT BALD MOUNTAIN ROAD SOBI LLC SKETCH & DESCRIPTION OF A 12 FOOT WIDE DTE FRANCHISE UTILITY EASEMENT LOCATED IN SECTION 2 TOWN 3 NORTH, RANGE 10 EAST CITY OF AUBURN HILLS OAKLAND COUNTY, MICHIGAN	JOB: 18001920	CAD EA-05
	DR. MB	CH. SW
	BOOK NA	PG. NA
	SHEET 3 OF 3	DATE: 8/20/2025
	FILE CODE: EA-05 DTE	
 ATWELL 866.850.4200 www.atwell-group.com <small>TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000</small>		REV. 10/30/2025

DTE Electric Company Underground Residential Distribution
Easement (Right of Way) No. 73930141-73930161
Apt/Condo/Site Condo/Tr Park WOODLAND VILLAS

On _____, 2026, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive underground easement ("Right of Way") in, on, under and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is: CITY OF AUBURN HILLS, A MICHIGAN MUNICIPAL CORPORATION, WHOSE ADDRESS IS 1827 N SQUIRREL RD, AUBURN HILLS, MI 48326

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226
AT&T Michigan, a Michigan Corporation, formerly SBC Ameritech Michigan, formerly SBC Communications, Inc., formerly Ameritech, formerly Michigan Bell Telephone Company, a Delaware Corporation, 444 Michigan Avenue, Detroit, Michigan 48226
Consumers Energy, 1015 S. Latson, Howell, Michigan 48843

"Grantor's Land" is in NE 1/4, SEC 2, T3N, R10E, CITY OF AUBURN HILLS, County of OAKLAND, and State of Michigan, and is described as follows:

T3N, R10E, SEC 2 PART OF NE 1/4 BEG AT PT DIST N 633.12 FT FROM E 1/4 COR, TH N 89-59-30 W 544.50 FT, TH N 400 FT, TH S 89-59-30 E 544.50 FT, TH S 400 FT TO BEG 5 A

Tax Identification Number(s): 14-02-200-012
More commonly known as: VACANT LAND

The "Right of Way Area" is a twelve (12') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described as follows:

EASEMENT DRAWING IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

1. Purpose: The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. Access: Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area and across Grantor's Land.
3. Buildings or other Permanent Structures: No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

4. Excavation: Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.
5. Trees, Bushes, Branches, Roots, Structures and Fences: Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee will not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.
6. Ground Elevation: Grantor must grade the Right of Way Area to within four inches of final grade before Grantee installs its facilities. Grantor must maintain this ground elevation after Grantee installs its facilities.
7. Restoration: If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land or any public or private improvements located on Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, Grantee, at its sole cost and expense, shall promptly restore such land and improvements to a condition equal to or better than the condition existing immediately prior to such damage, in a manner that complies with all applicable municipal, county and state law. Grantee shall complete permanent restoration within ninety (90) days of completion of its work, unless seasonal, weather or permitting conditions make such timing impracticable, in which case permanent restoration shall be completed as soon as reasonably practicable.
8. Damages: If Grantor's employees or contractors damage Grantee's facilities, Grantee will make repairs at Grantor's expense.
9. Successors: This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.
10. Indemnity: Grantor shall indemnify, defend and hold harmless Grantee from claims, damages, or losses caused by the negligence or willful misconduct of Grantor or its contractors in the Right of Way Area. Grantee shall indemnify, defend, and hold harmless Grantor, its officers, employees, and agents from claims, damages, or losses caused by the negligence or willful misconduct of Grantee or its contractors in the Right of Way Area. Each party's indemnity applies only to the extent of its own negligence or willful misconduct.
11. Insurance. Grantee shall maintain, at its own cost, the following insurance during any work in the Right of Way Area:
 - (a) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, naming Grantor as an additional insured.
 - (b) Automobile Liability insurance with limits of not less than \$1,000,000 per accident.
 - (c) Workers' Compensation as required by law.
12. Grantee shall provide Grantor with at least ten (10) business days prior written notice before commencing any non-emergency, planned work within the Right-of-Way Area.
13. Exemptions: This Right of Way is exempt from transfer tax pursuant to under MCL 207.505(a) and MCL 207.526(a).
14. Governing Law: This Right of Way shall be governed by the laws of the State of Michigan.

Grantor(s): CITY OF AUBURN HILLS

By: _____ (sign)
 Name: _____ (print)
 Title: _____

Acknowledged before me in _____ County, Michigan, on _____, 2026,	
by: _____, Its: _____ for: CITY OF AUBURN HILLS, A MICHIGAN MUNICIPAL CORPORATION.	
Notary's Stamp _____ Acting in _____ County, Michigan	Notary's Signature _____

Drafted by and when recorded, return to: Cass Dansby, DTE Electric Company, NW Planning & Design, 435 N Telegraph Road, Waterford, MI 48328



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 9A

CITY CLERK'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk
Submitted: February 25, 2026
Subject: Motion – To consider the 2026 Liquor License Renewals

INTRODUCTION AND HISTORY

Every year, City Council reviews the On-Premises Liquor Licenses within the City for renewal. Per State law and local ordinance, the only liquor licenses that need to be renewed by City Council and the MLCC are those businesses that serve alcohol for consumption on premises. The City expanded the license requirement in 2022 to include the establishments that serve alcohol for consumption on premises holding a manufacturer and on-premise retailer license. If the City wishes to object to the renewal of a license, the Michigan Liquor Control Commission (MLCC) must receive the written objection prior to the license expiration date of March 30, 2026. Upon receipt of an objection from the City, the MLCC may hold an Administrative Revocation Hearing to determine if the license should be renewed or not.

To ensure the close monitoring of LCC licenses, City Council has enacted Chapter 6 of the Code of Ordinances, "...to regulate and establish procedures and standards for liquor licensing in the City of Auburn Hills." Pursuant to this ordinance, license holders pay a renewal fee to the City and are inspected by the Police, Fire, and Building Departments. City Council may object to the renewal of the liquor license if certain standards are not met as listed in the City Code:

- Section 6-10 (1) Compliance with all standards, plans and conditions established and approved at the time of the issuance of the license or at a time of later city approval.
- Section 6-10 (2) All personal property taxes and all real property taxes and all other obligations due and payable to the City shall be timely paid and not outstanding.
- Section 6-11 (1) Failure to comply with any of the standards, conditions, requirements, plans or agreements entered into in consideration for the issuance of the license.
- Section 6-11 (4) Violations of state law or city ordinances.

CITY INSPECTIONS

The Police Department checks its computer records for the number of calls for service at each establishment and the nature of the requests. They determined that no establishments had substantial problems with the frequency or nature of calls for service.

Both the Building Department and Fire Department inspected the establishments and reported no significant violations that would prevent any establishment from receiving their license.

UNPAID LICENSE FEE, TAXES OR UTILITIES

Taxes, utilities, and license renewal fees are reviewed to confirm whether there are outstanding fees owed to the City. Below is a list of establishments with outstanding taxes, utilities, or license renewal fees, including penalties. The information contained in this memo is current as of February 25, 2026. Staff has been in contact with each establishment and has informed them of their balance owed to the City and the impact it could have on their liquor license.

ESTABLISHMENT	TAXES DUE	APPLICATION FEE DUE	TOTAL BALANCE DUE
AMC Theaters Great Lakes 25	-	\$350.00	\$350.00
Lela's Brunch	\$7,603.41	-	\$7,603.41
Motor City Hotel	\$65,171.59 (winter) \$12,466.30 (winter personal property)	-	\$77,637.89
The Hub	\$22,531.22 (winter)	-	\$22,531.22

LICENSES IN ESCROW

According to the Michigan Liquor Control Commission website, there are four Class C On-Premise licenses in escrow.

LICENSEE IN ESCROW	ADDRESS
ARA USH Chicago Tenant, LLC (Hyatt Place Hotel)	1545 N. Opdyke Rd
BLH Acquisition Co., LLC (Bar Louie)	4390 Baldwin Rd
OTB Acquisition LLC (On the Border)	3930 Baldwin Rd
Taub-Co License, LLC	4248 Baldwin Rd

STAFF RECOMMENDATION

RENEWAL RECOMMENDED

Staff recommend renewal of the liquor license for those establishments listed below that have met the City's requirements for license renewal in accordance with Police, Fire and Building Department inspections and have paid the annual license renewal fee, taxes, and utilities.

Please note that Blue Skies Brewing, LLC, 3358 Auburn Rd, has notified the City that they will be cancelling their Auburn Hills manufacturer license that they hold with the State of Michigan. This license type includes Micro Brewer, On-Premises Tasting Room Permit and Off-Premises Tasting Room.

A+ Crab Great Lake 4975 Baldwin Rd	German American Marksmanship Club 2650 Auburn Rd	OGrizzily's Bar & Bistro 3375 University Dr
Alfoccino Restaurant 2225 N. Opdyke Rd	Hill-Gazette Post 143 – The American Legion, 96 Churchill	Olive Garden 700 Brown Rd
Applebee's Neighborhood Grill & Bar 2105 N. Squirrel Rd	Johnny Black's Whiskey Park 3320 Auburn Rd	Rainforest Café 4310 Baldwin Rd
Buddy's Pizzeria 2612 N. Squirrel Rd	KPot Korean BBQ & Hot Pot 4197 Baldwin Rd	Rangoli Indian Cuisine 3055 E. Walton Blvd
Cantina El Dorado 3300 Auburn Rd	Lelli's 885 N. Opdyke Rd	Red Ox Tavern 3773 E. Walton Blvd
Chili's Grill & Bar 3940 Baldwin Rd	Longhorn Steakhouse 4965 S Baldwin Rd	Round One Entertainment 4220 Baldwin Rd
Crown Plaza 1500 N. Opdyke Rd	Michigan By the Bottle 3384 Auburn Rd	Sonesta Select Detroit 2550 Aimee Lane
Fieldstone Golf Club 1984 Taylor Rd	Miyako Japanese Steakhouse 4382 Baldwin Rd	Top Golf 500 Great Lakes Crossing

Fran O’Brien’s Maryland Crab House, 621 S. Opdyke Rd	Nino’s Italian House 4255 Baldwin Rd	Twin Peaks Restaurant 2443 N. Squirrel Rd
---------------------------------------------------------	-----------------------------------------	----------------------------------------------

NON-RENEWAL RECOMMENDED

Staff recommends a Public Hearing be held to consider non-renewal of the liquor license for the establishments that owe fees to the City and are in violation of the City ordinance:

AMC Theaters, Great Lakes 25 4300 Baldwin Rd, Ste 601	Section 6-10 (2)	Outstanding fees owed to the City
Lela’s Brunch 951 S. Opdyke Rd	Section 6-10 (2)	Outstanding fees owed to the City
Motor City Hotel 2300 Featherstone	Section 6-10 (1)	Outstanding fees owed to the City
The Hub Stadium 2550 Innovation Dr	Section 6-10 (2)	Outstanding fees owed to the City

MOTION #1

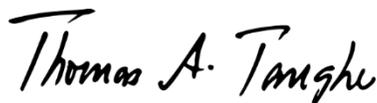
Move to recommend approval of the annual liquor licenses of those establishments that have met the licensing requirements of the City and are eligible for renewal as stated above.

AND

MOTION #2

Move to set a public hearing for Monday, March 16, 2026 to consider evidence regarding the recommendation of non-renewal of a liquor license for AMC Theater Great Lakes 25, Lela’s Brunch, Motor City Hotel, and The Hub Stadium who have not met the City’s requirements as stated in Sections 6-10 of the City Code.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 9B

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Tim Wisser, Manager of Municipal Properties
Submitted: February 23, 2026
Subject: Motion – to Replace the Manitoba Park Play Structure

INTRODUCTION AND HISTORY

Manitoba Park is a 2-acre neighborhood park located at 4220 Manitoba Road. The park serves the north end neighborhoods including the Canadian subdivision and the 600-unit Auburn Gate apartments (formerly Lake Village). The original property and playground were donated by Silverman Homes as part of a Planned Unit Development (P.U.D.) agreement. The park underwent a renovation in 2022 where a shelter, swing set, and Unity Canopy (monkey bars) were added. As part of a road project, the parking lot and storm drain were redesigned and replaced the following year in 2023.

The main play structure and two spring rider play pieces are now 24 years old and are beginning to show signs of deterioration, including surface coating failure and material cracking consistent with equipment approaching end of service life. The Department of Public Works has been monitoring the condition of this equipment closely and has budgeted for replacement this year.

Staff has also identified a persistent drainage problem within the main playground area, that has been observed and documented over multiple seasons. Compacted soils and a lack of subsurface drainage infrastructure cause water to pool and stand in the play area for extended periods following rain events, saturating the woodchip surface and creating unsafe conditions for users. Addressing the drainage as part of the playground replacement is the most cost-effective approach, as the site will already be excavated and disturbed for the equipment installation.

The Department of Public Works engaged suppliers for the replacement of the Manitoba Park playground. After careful evaluation, staff selected a custom design from Playworld Systems through their local representative, Midstates Recreation, as the best fit for the park in terms of value, quality, configuration, and age-appropriateness. The replacement structure is designed for ages 5–12 with a user capacity of 30 or more and includes accessible elevated and ground-level play activities that meet or exceed ADA requirements. The existing swing set will remain in place.

Equipment pricing was obtained through the Sourcewell Government Purchasing Consortium under Contract #010521-LTS, resulting in a discount of \$6,532 off the list price. All work will be performed by Midstates Recreation, Playworld's local representative and a company the City has worked with successfully for many years. Midstates has been in the commercial playground business for over 30 years and most recently completed the Hawkwoods Park playground installation in 2022 and the Riverwoods Park replacement in 2024. Their quality of workmanship and project management have consistently met or exceeded expectations. Parts availability through Playworld has also been excellent, as staff has been able to source components for equipment well over 20 years old, and the warranty process has been straightforward throughout the City's long relationship with both companies.



NOTE: Shown above is the new play structure from two angles.

The scope of work covers the full replacement of the playground area from the ground up. Midstates Recreation will demolish and dispose of the existing play structure, spring riders, and benches, then excavate and haul off approximately 2,450 square feet of existing material to prepare the site. New Playworld equipment will be delivered and installed per Drawing #25-6898A, and as part of the same mobilization, Midstates will install 200 linear feet of 4-inch HDPE perforated drainage pipe in a gravel trench routed to the existing catch basin west of the play area. All spoils and packaging will be removed from the site upon completion. The total of \$74,493 is within the \$75,000 budgeted for this project in the 2026 annual budget.

STAFF RECOMMENDATION

The Department of Public Works recommends that City Council authorize the purchase of new playground equipment and all associated installation services at Manitoba Park through Midstates Recreation, using Sourcewell contract pricing, at a total cost not to exceed \$74,493 (Acct# 101-770-975.000).

MOTION

Move to approve the purchase of playground equipment and associated services for Manitoba Park from Midstates Recreation in an amount not to exceed \$74,493.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

MANITOBA PARK CURRENT CONDITIONS
DETERIORATION STARTING & DRAINAGE ISSUES







1279 Hazelton-Etna Road SW
 Pataskala, OH 43062
 614-855-3790
 www.midstatesrecreation.com

QUOTATION

Sold To	City of Auburn Hills Finance Department 1827 N Squirrel Road Auburn Hills, MI, 48326 United States	Ship To	Manitoba Park 4220 Manitoba Street Auburn Hills, MI, 48326 United States
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Date	Quote #	Terms	Rep	Project	Ship Contact
2026-01-22	QTN-19614 Valid Until 02-22-2026	Net 10	Brion Kilpela	2025 12 Manitoba Park Replacement Structure - Mi Auburn Hills City Of	

Item Code	Description	Qty	Rate	Amount
Drawing #	Drawing #25-6898A Structure	1.0 Unit	\$ 37,659.00	\$ 37,659.00
ZZXX0495	SPRING RIDER FOOTER FRAME	2.0 Unit	\$ 293.00	\$ 586.00
ZZXX0737	CHIPMUNK WITH COIL SPRING	1.0 Unit	\$ 1,892.00	\$ 1,892.00
ZZXX0741	TURTLE WITH COIL SPRING	1.0 Unit	\$ 1,882.00	\$ 1,882.00
ZZXX1411	6FT PERMANENT BENCH (COATED PLANKS & PAINTED FRAME)	2.0 Unit	\$ 763.00	\$ 1,526.00
Freight	Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 2,850.00	\$ 2,850.00
Installation Charges	Installation Charges: <ul style="list-style-type: none"> Demo existing play structure, 2 spring riders & 2 Benches and dispose. Take delivery of new equipment Install equipment and benches per drawing #25-6898A Haul spoils off site dispose of packaging 	1.0 Unit	\$ 21,980.00	\$ 21,980.00
Excavation	Excavation are up to 12" and haul off site 2450 SF	1.0 Unit	\$ 6,300.00	\$ 6,300.00
Drainage	Provide 200LF of 4" HDPE w/ sock in a peastone trench witin site run to catch basin to west and tap. Includes restoring trench and tap catch basin.	1.0 Unit	\$ 6,350.00	\$ 6,350.00
Sourcewell Member ID	Sourcewell Customer Discount - Member ID # 85050 Contract #010521-LTS	1.0 Unit	\$ -6,532.00	\$ -6,532.00

Subtotal	\$ 74,493.00
Michigan Sales Tax	\$ 0.00
Total	\$ 74,493.00

Acceptance of Proposal



QUOTATION

(Please be sure you have read, signed, and initialed and understand the terms and conditions) The items, prices, and conditions listed herein are satisfactory and are hereby accepted.

Signature (Approval) _____

Printed Name _____

Title _____

Date _____

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

*** _____ (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once your order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees and could cause delays.

EXCLUSIONS : Unless specified, this quote excludes all of the following but not limited to:

- Required Permits/Inspections, Background Checks, Davis Bacon, Prevailing Wage or Certified Payroll
- Performance/Payment Bonds
- Site Restoration
- Site work, saw cutting/core drilling, and landscaping.
- Removal of existing equipment
- Unloading; Receiving of inventory or equipment; Storage of equipment.
- Equipment assembly and/or installation
- Safety surfacing; Borders or drainage requirements
- Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY: (if applicable)

Shipping is FOB Origin (means the buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the product). All equipment will arrive unassembled.

*** _____ (Pls Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck
A Check List, detailing all items shipped, will be included with the shipment. Unless taking delivery is specifically included in quote.

Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** _____ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Please notify Midstates Recreation immediately of any damages.

Shortages and Concealed Damage must be reported to Midstates Recreation within 10 days of delivery.

A reconignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders are subject to applicable sales tax unless a tax exemption form is on file at the time the order is placed.

PAYMENT TERMS:



QUOTATION

An approved Credit Application is required for new customers or customers that haven't been active in the last 18 months. Terms are check with order, or 50% down payment with approved credit (terms do vary based on references). Balance of product & freight will be invoiced upon shipment, due Net 10 days. 100 % prepayment required on Replacement Parts. A 3% charge will be added to all credit card orders over \$ 3,000.

For all non-taxpayer-funded entities: A 1.5% monthly service charge will be assessed on all balances over 30 days.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Midstates Recreation offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

Site Preparation & Third-Party Work Disclaimer:

If excavation, grading, or material placement is performed by a party other than Midstates Recreation, **all work must be coordinated with Midstates Recreation** to ensure alignment with project requirements. We are not responsible for any delays, performance issues, or additional costs resulting from improper compaction, grading, or site preparation by others. Any deficiencies in third-party work that impact our ability to install as specified may require correction at the owner's expense.

INSTALLATION: (if applicable)

Spoils are to remain onsite.

Permits/inspections are the owner's responsibility and associated costs.

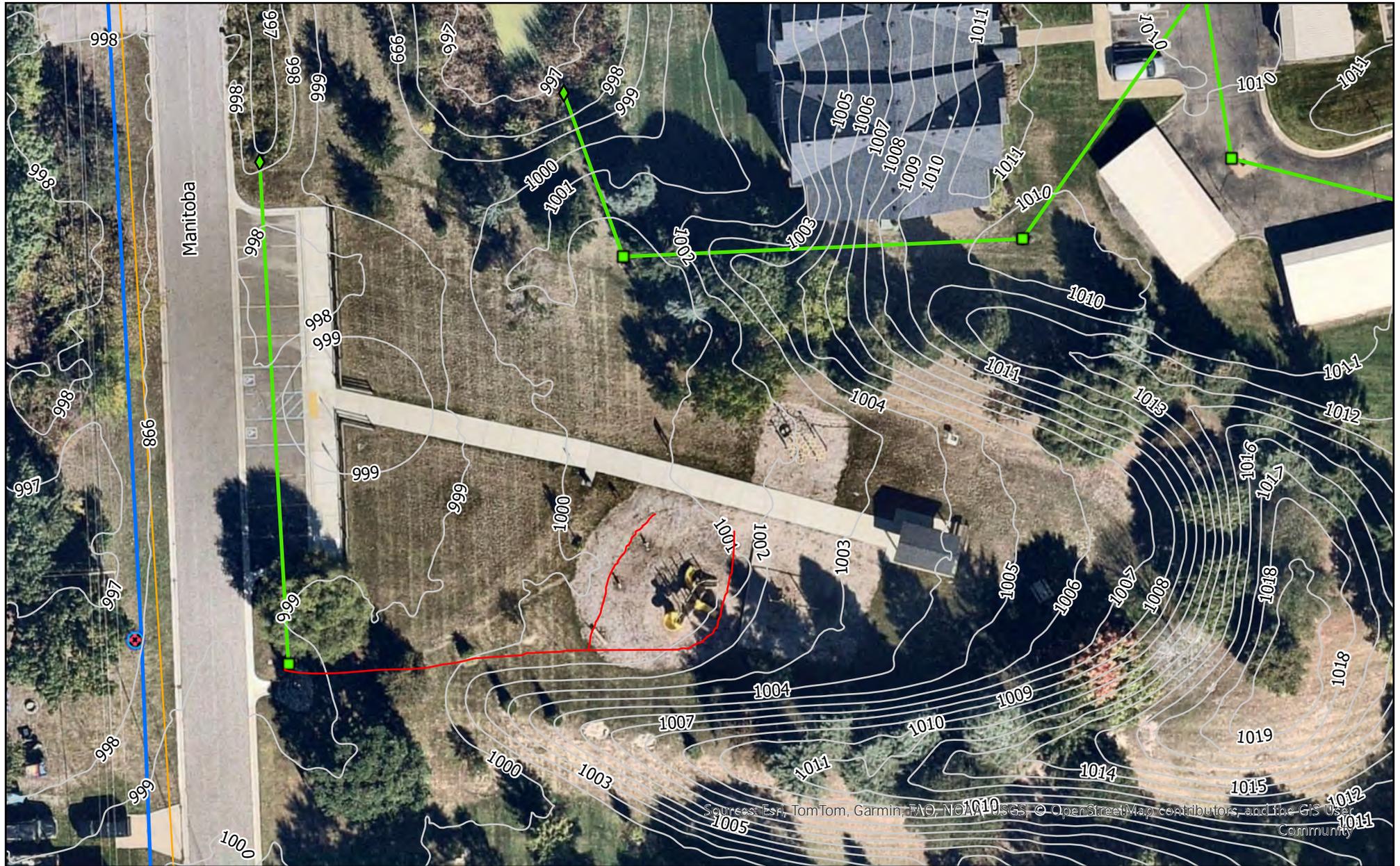
Customer must locate all underground private utilities before your scheduled installation a third-party private utility service can be provided at an additional cost if necessary. Additional charges may apply if obstruction(s) are encountered beneath the surface. Not responsible for damaged/broken parts on existing playground equipment. Not responsible for crossing sidewalks.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Customer Signature Updated:	Printed Name and Title	Date

Manitoba Park



Sanitary
— Gravity Main

Storm
◆ Outlet

■ Catch_Basin
○ Manhole
— Pipe

Water System
● AH Hydrant

— Hydrant Service
— Gravity Main

— 1 ft Contour



1 in = 40 ft

MIDSTATES REC TO INSTALL PIPE IN RED AND CONNECT TO STORM STRUCTURE IN GREEN



WWW.MIDSTATESRECREATION.COM

EQUIPMENT SIZE:
SEE DWG

USE ZONE:
SEE DWG

AREA:
SEE DWG

PERIMETER:
SEE DWG

FALL HEIGHT:
6 FT

USER CAPACITY:
30+

AGE GROUP:
5-12

ADA SCHEDULE	Total Elevated Play Activities: 6		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	6	2	2

- ✓ ASTM F1487-21
- ✓ CPSC #325



PROJECT NO:
25-6898A

SCALE:
3/16"=1'-0"

DRAWN BY:
CJS

Paper Size

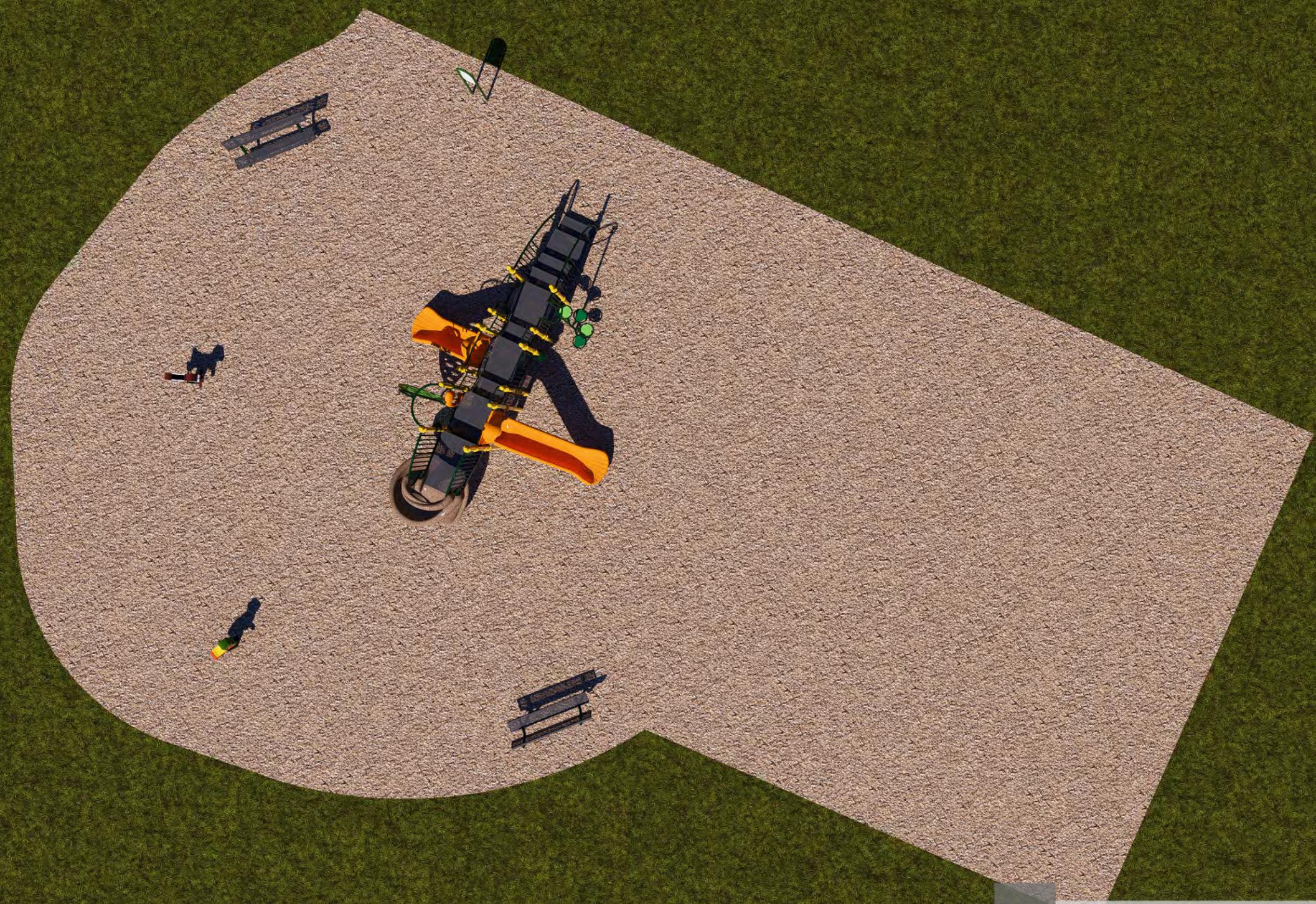
DATE:
01-05-2026

B

MANITOBA PARK
AUBURN HILLS, MICHIGAN



*PLAYGROUND SUPERVISION REQUIRED



Manitoba Park

26-6898A



Manitoba Park

26-6898A



Manitoba Park

26-6898A



Manitoba Park

26-6898A



Manitoba Park

26-6898A



Manitoba Park

26-6898A



Playworld Standard Labor Rates in US Dollars



Sourcewell Contract #010521-LTS Custom Equipment Pricing Tiers & Labor Rates in US Dollars

FOB ORIGIN (FREIGHT NOT INCLUDED)

		Equipment Discount Amounts by Order
Playground Structures, Fitness Equipment, Early Childhood, Site Amenities, Rock & Ropes, Shade	All 50 states & Canada	ANY ORDER AMOUNT: 10% Discount off List Price
Replacement Parts & Hardware	All 50 states & Canada	ANY ORDER AMOUNT: 2% Discount off List Price

CUSTOM EQUIPMENT:

***Custom equipment can be provided by Playworld however due to the nature and additional work that is involved, discounts do not apply. Once an order has been released for production, we do not accept returns, and we cannot accept cancellations or changes to the order. Playworld takes great pride in delivering high quality recreational equipment that exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email reach out to us right away at <https://playworld.com/customer-service/>. Our products are backed by a warranty against manufacturing defects or material faults so if you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed. It is essential for customers to understand Playworld terms and conditions prior to placing an order for custom Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase.**

- Level 1 Customs: Priced not to exceed \$10,000
- Level 2 Customs: Priced from \$10,001 - \$25,000
- Level 3 Customs: Priced from \$25,001 - \$50,000
- Level 4 Customs: Priced from \$50,0001 - \$100,000
- Level 5 Customs: Priced from \$100,001 - \$250,000
- Level 6 Customs: Priced from \$250,001 - \$500,000
- Level 7 Customs: Priced from \$500,001 - \$1,000,000
- Level 8 Customs: Priced from \$1,000,001 - <

Turnkey Solutions:

Equipment Installation	Priced from 30% - 65% of Equipment List Price. Pricing can vary greatly by state/province and across the various regions of the country
Demo & Removal of Existing Equipment	Priced from \$2500 - \$10,000 per day. Pricing can vary greatly by state/province and across the various regions of the country. Pricing is also effected by the depth of work being conducted, and the amount of equipment removal. Please reach out to your local rep for an itemized labor quote for your particular project.
Site Preparation	Priced from \$2500 - \$10,000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Planning & Design Services	Priced from \$0 - \$4500 per day. Pricing can vary greatly by state/province and across the various regions of the country
Engineered Wood Fiber Surfacing	Priced from \$38 - \$200 per cubic yard. Pricing can vary greatly by state/province and across the various regions of the country
Poured in Place Rubber Surfacing	Please inquire with your local rep for details.
Playground Turf	Please inquire with your local rep for details.
Rubber Tile Surfacing	Please inquire with your local rep for details.
Community Build Layout & Supervision	Priced from \$750 - \$2,250 per man day plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Maintenance & Repairs	Priced from \$60 - \$250 per man hour plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Bonding may be provided by local Playworld Representatives.	Not to exceed 5% of billed amount. Please contact your local Playworld representative for more details.

Notes:

- 1) All equipment to be installed in accordance with specifications by PlayPower factory-certified professional installers
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed

- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs
- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call local representative for an estimate for site services
- 7) Building Permits, if required, shall be charged at the provider's cost



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 9C

POLICE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Ryan Gagnon, Chief of Police
Submitted: February 25, 2026
Subject: Motion – Approve the Police Department K9 Program

INTRODUCTION AND HISTORY

The Police Department proposes the creation of a dedicated K9 program, with two K9 teams, to enhance community safety, improve operational effectiveness, and foster stronger relationships between law enforcement and the public. This initiative will train and deploy a dual-purpose police dog (one for narcotics detection and one for explosive detection), with both being trained in tracking, search and rescue, article searches, aggression training, and crowd control. K9 units have a proven track record of success in both criminal investigations and community engagement, offering measurable benefits in crime prevention, officer safety, and public trust. Having two K9 teams provides coverage to our community 7 days a week, for a 12-hour period of time when statistically they have been needed most (evenings).

K9 Deployment History:

Over the last 10 years (2016-2025), we have requested and deployed a K9 team from another agency to assist us in Auburn Hills 284 times. Over the last 5 years (2022-2025), we have experienced an increased need for the use of a K9, and they have been deployed 197 times (average of 39.4 times per year). This does not include the number of times we requested a K9, and none were available, which would significantly increase the total number of times we need them per year.

Program Objectives:

1. Enhance Law Enforcement Capabilities
 - a. Locate concealed narcotics, hidden evidence, and missing persons.
 - b. Explosives detection and clearing buildings the target of bomb threats.
 - c. Assist in building searches, suspect apprehension, and officer protection.
2. Increasing Community Engagement
 - a. Host demonstrations at events such as National Night Out and the Citizens Police Academy.
 - b. Partner with schools for educational programs on law enforcement and responsible pet ownership.
3. Crime Deterrence
 - a. Maintain a visible, proactive presence in high-crime areas and public events.

Benefits of a K9 Program:

1. Operational Efficiency
 - a. K9s can locate suspects, contraband, or explosives in a fraction of the time it would take officers alone.
2. Cost-Effective Resource
 - a. Reduces staffing needs during searches and increases case clearance rates.
3. Interagency Collaboration
 - a. Regular joint training with regional K9 teams.
4. Community Trust
 - a. Public demonstrations and educational outreach foster positive connections.

Proven Local Success:

- Methamphetamine Seizure (Feb. 2024): K9 unit found drugs hidden inside a fake soda can during a traffic stop.
- Firearm Theft Arrest (July 2023): K9 tracked and located an armed suspect hiding in wooded terrain.
- Auto Theft Attempt (Apr. 2023): K9 searched an expansive lot in minutes, saving hours of staffing time.
- Burglary Investigation (June 2022): K9 located stolen property and linked DNA evidence to a suspect.
- Vehicle Break-In (Feb. 2022): K9 found a suspect hiding in an unfinished home under construction.

Budget Overview:

- Initial One-Time Costs:
 - Purchase of Dog & Training Tuition (Oakland Police Academy): \$14,000
 - Vehicle Upfit (Cynergy): \$9,988
 - Bite Suit: \$1,640
 - Home Crate/Enclosure: \$1,000
- Annual Recurring Costs:
 - Veterinary Care: \$735
 - Boarding (14 days): \$1,400
 - NAPCH Membership/Seminar: \$650
 - Food: \$1,200
 - Recordkeeping Software: \$140

Estimated First-Year Total: $\$30,753 \times 2 = \$61,506$

The Police Department has budgeted \$65,000 in 2026 out of drug forfeiture funds, with a current cash balance of \$88,553.00. On February 24, 2026, the program proposal was presented to the Public Safety Advisory Committee and the recommended approval.

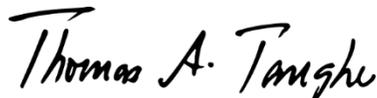
STAFF RECOMMENDATION

The establishment of a K9 program will position the Auburn Hills Police Department as a leader in proactive policing, increase public safety, and strengthen community partnerships. With a modest investment and proper planning, this initiative will yield immediate operational benefits and long-term community trust. Staff recommends the approval of the K9 program and utilization forfeiture funds to launch the program.

MOTION

Move to approve the Police Department K9 program and authorize the department to utilize forfeiture funds in an amount not to exceed \$65,000.00.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 2, 2026

AGENDA ITEM NO 13A

13. CLOSED SESSION

No Electronic Information Available

MOTION

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

OU creates award to honor late administrator



Oakland University Vice President of Student Affairs Glenn McIntosh was 62 years old. He was awarded posthumous emeritus status by the board of trustees in October 2025. photo courtesy Oakland University

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

PUBLISHED: February 21, 2026 at 2:49 PM EST

Oakland University has established a leadership award for employees named after a longtime university leader.

Glenn McIntosh was senior vice president of student affairs and chief diversity officer when he died in September 2025 and was later awarded posthumous emeritus status.

The "Passion, Purpose and Perseverance" award recognizes OU employees who demonstrate exceptional leadership in advancing student success, strengthening the campus community, and embodying the compassionate, principled leadership exemplified by McIntosh.

He served as a Project Upward Bound instructor and as founding director of the Center for Multicultural Initiatives (formerly the Office of Equity). He created the Oakland University Trustee Academic Success program, which continues to earn national recognition for its retention and graduation rates of underrepresented students.

McIntosh also created the Veterans Support Services Office and the Gender and Sexuality Center and established two scholarships for OU's annual Martin Luther King Jr. Keeper of the Dream Scholarship Awards, one in honor of his sister, Lisa, and the other honoring his wife, Lia.

All full-time or part-time faculty and staff are eligible.

Individuals may be nominated by students, colleagues, supervisors or administrators.

Nominations are due by Sunday, March 15. Direct any questions to uhr@oakland.edu.

OU moving forward with proposed plan for data center

Plan will be brought to board of trustees in June



The proposed building would be located on the southwest end of OU's campus. It was chosen based on its proximity to a DTE substation. Photo courtesy OU

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

PUBLISHED: February 19, 2026 at 12:02 PM EST | UPDATED: February 19, 2026 at 12:41 PM EST

The push for data centers is growing around the state and Oakland University is moving forward with plans for one on its campus.

OU has partnered with Ohio-based developer Fairmount Properties for a new building located in Parking Lot 35, on the southwest end of campus adjacent to a DTE substation. The facility would include space to relocate OU's current data center in Dodge Hall so the university can expand its research space and new artificial intelligence institute.

OU is getting feedback on business interest in the 26-megawatt Edge center, continuing listening sessions with student groups and verifying the site will be compatible with the energy that DTE can provide and the needs of the university.

Two types of data centers – Edge and hyperscale – are distinguished by physical proximity to end-users and physical size of the building.

Edge data centers are closer to end-users and are often smaller in size. They can be in an office or local warehouse, in cell towers, or in regional centers. Because of the smaller size, Edge data centers consume less energy because they have less processing power.

Hyperscale data centers are typically spread over hundreds of acres and consume enough energy to power cities.

"While OU may attract hyperscale-level tenants, this is not a hyperscale data center," said Penny Vigneau, OU's executive director for economic development. "Hyperscale data centers (are) those are extremely large facilities with thousands of servers. This is not that."

Plans and proposals for large scale data centers around Michigan have sparked debate and backlash and led to delays on projects.

Moratoriums have been passed in Pontiac, Taylor, Northville and Springfield Township.

Other communities like Washington and Chesterfield townships have not passed moratoriums but are examining their zoning ordinances.

Steven Mackey, OU's senior vice president for finance and administration, is helping to oversee the project and understands how the issue has come to the forefront over the past year and has seen the reaction on campus.

"We have a group of students who are definitely opposed, and we have a group of students who are definitely for it and you have everybody else in the middle," said Mackey. "You have the faculty also kind of split on this, but the biggest responsibility I have on this is to educate people on the facts and not try to manage to the extremes of either side."

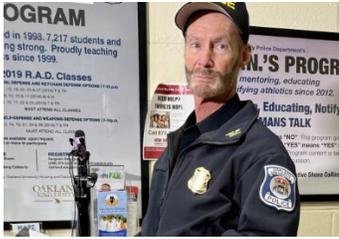
He added, "There is going to be a group of people who are going to be loud. I expect it, I understand it and I appreciate it, but we are going to continue through the process and honor the process and listen to those voices and incorporate their ideas where we can."

In June the project will be presented to the board of trustees and a pre-development agreement approved. If approved, the data center is expected to open in 2028.

"We are really bullish on this project from an economic development perspective and from a research and development standpoint as well," said Mackey.

One suspect in custody after Oakland University stabbing

OU Chief to second suspect, still at large: Turn yourself in



Oakland University Police Chief Mark Gordon on Thursday, Feb. 12, 2026. (Peg McNichol/MediaNews Group)

By Peg McNichol | pmcnichol@medianewsgroup.com

PUBLISHED: February 12, 2026 at 5:30 PM EST | UPDATED: February 13, 2026 at 10:59 AM EST

An 18-year-old Rochester man has been arrested on suspicion of the Feb. 5 stabbing on Oakland University's campus, according to OU Police Chief Mark Gordon, who did not release the man's name pending arraignment.

A second suspect remains at large, he said, but there is no ongoing threat to the campus. He said the stabbing victim was targeted; the victim and suspects knew each other; and none of them were OU students. The three men were visiting friends in a campus-residence hall, he said.

The victim, also an 18-year-old Rochester man, is recovering from several stab wounds, Gordon said.

As for the second suspect who remains at large. Gordon had one message:

"Turn yourself in," he said. "It'll be a lot easier for everybody involved if you would just turn yourself in to any police department. We'd be more than glad to find you wherever you are."

He described the second suspect as a man with darker skin, 5-feet, 8-inches to 5-feet to 10-inches tall with chin-length dreadlocks who was last seen wearing a black North Face jacket, black pants and white shoes with blue on the back.

The suspect into custody during a traffic stop in Rochester on Tuesday night will be arraigned Friday on one count of felony assault with intent to commit murder in the 52-3 District Court in Rochester Hills, Gordon said.

Gordon praised the campus police, detectives and support staff for what he said was around-the-clock work on the case and for collaborating with Oakland County sheriff's detectives and Auburn Hills officials. He said the on-campus camera system helped police get descriptions of the suspects and the response by police went as has been practiced in tabletop exercises. He said there may be some changes in the future to the process but declined to share details.

"I'm hoping everyone can breathe a sigh of relief," he said, repeating that it was a targeted incident.

He thanked people who called in tips and said anyone with any information on the stabbing is asked to call OU campus police at (248) 370-3331.

"We recognize the fear and concern that incidents like this cause in our campus community," he said. "Our department remains committed to transparency, accountability and public safety."

More police will be patrolling the residential buildings on campus at night, he said, adding that students should continue to practice situational awareness and use the buddy system when walking the campus at night or call campus police if they needed a visual escort at night.

"All in all, we believe our campus has been safe and continues to be a safe place," he said.

He said the police department will be talking with campus housing officials to improve communication during critical incidents when the campus is locked down. During the stabbing investigation, the campus was locked down through the night, and some students were unable to return to their dorm rooms.

Arraigned: One of two suspects in Oakland University stabbing

Victim, an 18-year-old Rochester man, is recovering



Joshua Damon Edwards. (Oakland County Jail)

By Peg McNichol | pmcnichol@medianewsgroup.com

PUBLISHED: February 13, 2026 at 5:19 PM EST

The man suspected of a Feb. 5 stabbing on Oakland University's campus has been arraigned in court.

Rochester resident Joshua Damon Edwards, 18, was charged with one count of assault with intent to commit murder after the Feb. 5 stabbing of the 18-year-old Rochester man. The victim is recovering from multiple stab wounds, according to police.

If convicted, Edwards faces a sentence of up to life in prison.

District 52-3 Judge Laura E. Polizzi set his bond at \$1 million cash. Edwards remains in Oakland County Jail, where he awaits a probable-cause conference set for 1:15 p.m. Tuesday, Feb. 24.

A second suspect in the case remains at large. Police described him as a man with darker skin, 5-8 to 5-10 tall with chin-length dreadlocks who was last seen wearing a black North Face jacket, black pants and white shoes with blue on the back.

Campus police asked anyone with any information on the stabbing is asked to call OU campus police at (248) 370-3331.