



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

SEPTEMBER 2026

DAY	TITLE	TIME	LOCATION
1	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
8	Tax Increment Finance Authority Informational Meeting	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Pension Board	3:00 PM	Administrative Conference Room 1827 N. Squirrel Road
9	Retiree Health Care	Immediately following the Pension Board meeting	Administrative Conference Room 1827 N. Squirrel Road
9	Planning Commission	6:00 PM	CANCELLED
10	Zoning Board of Appeals	6:30 PM	CANCELLED
14	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
14	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
15	Brownfield Redevelopment Authority	6:00 PM	CANCELLED
17	Election Commission	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
21	Downtown Development Authority	5:30 PM	CANCELLED
28	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
28	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
29	Election Commission / Public Accuracy Test	5:30 PM	Council Chamber 1827 N. Squirrel Road

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



AUBURN HILLS MEETING SCHEDULE

248-370-9402 | WWW.AUBURNHILLS.ORG

OCTOBER 2026

DAY	TITLE	TIME	LOCATION
5	City Council Workshop	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
5	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
7	Planning Commission	6:00 PM	Council Chamber 1827 N. Squirrel Road
8	Zoning Board of Appeals	6:30 PM	Council Chamber 1827 N. Squirrel Road
12	Downtown Development Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
12	Library Board	7:00 PM	Auburn Hills Public Library 3400 Seyburn Drive
13	Tax Increment Finance Authority	5:30 PM	Administrative Conference Room 1827 N. Squirrel Road
19	City Council Meeting	7:00 PM	Council Chamber 1827 N. Squirrel Road
20	Brownfield Redevelopment Authority	6:00 PM	Administrative Conference Room 1827 N. Squirrel Road
10/24-11/1	Early Voting	8:30 AM – 4:30 PM	Public Safety Building 1899 N. Squirrel Road

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CITY OF AUBURN HILLS
MONDAY, SEPTEMBER 14, 2026
Regular City Council Meeting ♦ 7:00 PM

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

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF COUNCIL

4. APPROVAL OF MINUTES

4a. City Council Regular Meeting Minutes, August 24, 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. Board and Commission Minutes

7a1. Tax Increment Finance Authority, August 20, 2026

7a2. Public Safety Advisory Committee, August 25, 2026

7a3. Brownfield Redevelopment Authority, August 25, 2026

7b. Motion – To approve the Resolution for Charitable Gaming License.

7c. Motion – To award the 2026 Parking Lot Pavement Preservation Services Contract.

7d. Motion – To award the bid for the Public Safety Building Boiler Replacement.

7e. Motion – To approve the purchase of Ballistic Protective Equipment.

7f. Motion – To approve the purchase of Motorola APX Portable Radios.

7g. Motion – To approve the purchase of one Rosenbauer Commander Pumper Fire Engine from Emergency Vehicles Plus.

7h. Motion – To approve the resolution renewing the DIRECTV Uniform Video Service Local Franchise Agreement.

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Motion – To approve the Demolition and Site Maintenance Agreement for the property at 3551 Hamlin.

10. COMMENTS AND MOTIONS FROM COUNCIL

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. ADJOURNMENT

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



CITY OF AUBURN HILLS
REGULAR CITY COUNCIL MEETING
DRAFT MINUTES

AUGUST 24, 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, and Verbeke
Absent: Council Member Moniz

Also Present: City Manager Tanghe, Assistant City Manager Skopek, City Attorney Kelly, City Clerk Pierce, Chief of Police Gagon, Fire Chief Robinson, Director of Community Development Cohen, Department of Public Works Director Baldante, Manager of Fleet & Roads Hefner, Economic Development Mgr Carroll, Director of Senior Services Monroy Krieg, Assistant to the City Manager Hagge, Engineer Driesenga

14 Guests

4. APPROVAL OF MINUTES

4a. City Council Workshop Minutes, August 10, 2026

Moved by Knight, Seconded by Fletcher.

RESOLVED: To approve the City Council Workshop Minutes of August 10, 2026.

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

No: None

Resolution No. 26.08.121

Motion Carried (6 - 0)

4b. City Council Regular Meeting Minutes, August 10, 2026

Moved by Knight, Seconded by Marzolf.

RESOLVED: To approve the City Council Regular Meeting Minutes of August 10, 2026.

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

No: None

Resolution No. 26.08.122

Motion Carried (6 - 0)

5. APPOINTMENTS AND PRESENTATIONS

6. PUBLIC COMMENT

Mr. Daniel Carpenter of Auburn Hills spoke on the topic of flock cameras.

Ms. Julianne Bossert of Auburn Hills spoke on the topic of data centers.

7. CONSENT AGENDA

7a. Board and Commission Minutes

7a1. Tax Increment Finance Authority, July 21, 2026

7a2. Planning Commission Minutes, August 12, 2026

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

7b. Motion – To approve the 2026 Used Car Lot License for Newcomb’s Auto Sales.

RESOLVED: To approve the Used Car Lot License for the 2026 licensing period for Newcomb's Auto Sales, 3123 Lapeer.

7c. Motion – To amend the 2026 General Fund Senior Services Department.

RESOLVED: To amend the General Fund Senior Services department, increasing appropriations by \$14,510 and increasing revenue by \$14,510.

7d. Motion – To approve budget amendments for the Giddings Road and Taylor Road Intersection Improvements.

RESOLVED: To amend the 2026 Major Road fund increasing both revenue and appropriations by \$1,324,890 for all costs and expected funding for the Giddings Road/Taylor Road intersection improvements as described in the staff recommendation.

7e. Motion – To approve the purchase of a Weiler P395 Asphalt Paver.

RESOLVED: To approve the purchase an Weiler P395 for \$335,869.84 from Michigan CAT of Shelby Township, MI under the MiDEAL contract. Staff also recommend amending the 2026 budget by \$175,869.84 to 661-594-977.000.

7f. Motion – To approve the purchase of a new Singer Pressure Reducing Valve for the Palace PRV.

RESOLVED: To approve the purchase of a new Singer Pressure Reducing Valve for the Palace PRV in the amount of \$23,384.

Moved by Verbeke, Seconded by Fletcher.

RESOLVED: To approve the Consent Agenda.

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

No: None

Resolution No. 26.08.123

Motion Carried (6 - 0)

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9a. Public Hearing / Motion – Adopt an Ordinance to amend Chapter 54. Solid Waste; to repeal Article II. Garbage and Refuse, of the Auburn Hills City Code and replace it with a new Article II. Solid Waste, Recyclable Materials, and Designated Waste Hauler Collection Regulation on Second Reading.

Mr. Cohen presented the amendments to Chapter 54 to support the transition of an automated residential waste collection system.

Dr. Fletcher sought clarification regarding the number of carts a resident could have at their residence. Mr. Baldante shared that he would see if there were any limits

Mayor Hawkins opened the Public Hearing at 7:13 PM.

Mr. Phil Cunningham of Auburn Hills asked if he could use his current automated waste collection can or if he would need a new one. Mr. Baldante stated that only Waste Management carts were allowed to be used and that a free 95 gallon can would be provided along with a cart for recycled items.

The Mayor closed the Public Hearing at 7:15 PM.

Moved by Verbeke, Seconded by Fletcher.

RESOLVED: To adopt an Ordinance amending Chapter 54. Solid Waste; repealing Article II, Garbage and Refuse, of the Auburn Hills City Code; and replacing it with a new Article II. Solid Waste, Recyclable Materials, and Designated Waste Hauler Collection Regulation, on Second Reading. It shall be known as Ordinance No. 26-952. (Attachment A)

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

No: None

Resolution No. 26.08.124

Motion Carried (6 - 0)

9b. Motion – To amend the text of Article XII. T&R, Technology and Research Districts; Article XIII. I-1, Light Industrial Districts; Article XIV. I-2, General Industrial Districts; and Article XVIII, General Provisions of the Zoning Ordinance, to address new provisions for clean industrial uses and establish comprehensive standards for data centers.

Mr. Cohen presented the amendments to Article XII regarding the T&R Districts. He provided an overview of the process with US Signal and how the industry has changed. He shared that the city has had discussions with DTE and have researched how other municipalities across the county plan to regulate data center development. Based on this information, there is a necessity to address new provisions for clean industrial uses and to establish comprehensive standards for data centers. Mr. Cohen shared that the Planning Commission held a Public Hearing on August 12, 2026 and recommended approval of the amendments.

Mr. Cohen further explained that the ordinance does not take away the right of a business to have an accessory data center. However, a business could add an accessory data center based on their project and their zoning allowances. It was added that the Michigan Zoning Enabling Act prohibits municipalities from banning any legal use of property under the zoning act. The city has the ability to regulate land use based on the health, safety and welfare of residents and appropriate use of utilities; data centers are not an exception.

Mr. Marzolf commented that he appreciates the work that has gone into the amendment. He shared his concern with the PUD option and that it allows the ability to have more locations other than the six sites that have been identified to have a data center. Mr. Cohen responded that the PUD allows for the accommodation of a smaller data center that doesn't impact surrounding properties. The amendment addresses the larger scale data centers that may be requested in the future of which the Special Land Use permitting process is still required.

Mr. Daniel Carpenter of Auburn Hills spoke regarding the data centers putting too much burden on the grid.

Ms. Julianne Bossert of Auburn Hills shared her appreciation for the work that went into this topic however, she also shared her concern for the promises that come from DTE.

Mr. Paul Borucki of Auburn Hills sought clarification regarding the protection of the residents if the data center is obsolete in three years, and the topic of abandonment costs. Mr. Cohen responded by sharing that any decommissioning concerns will be addressed in the development agreement.

Mr. Tom Rapp of Auburn Hills questioned the action taking place in Rochester Hills regarding data centers. He also suggested that the city takes more time to decide the full impact on the community concerning this issue.

Mr. Knight commented on the importance of having control over the issue. This allows there to be a starting point for any future data centers.

Moved by Knight, Seconded by Marzolf.

RESOLVED: To accept the Planning Commission's recommendation and approve the enclosed text amendment to Article XII. T&R, Technology and Research Districts; Article XIII. I-1, Light Industrial Districts; Article XIV. I-2, General Industrial Districts; and Article XVIII, General Provisions of the Zoning Ordinance, to address new provisions for clean industrial uses and to establish comprehensive standards for data centers. In addition, amend Section 1200. Principal Use Permitted in Article XII. T&R, Technology and Research Districts to add "municipal buildings and uses". The amendment shall be referenced as Ordinance No. 26-951. (Attachment B)

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

No: None

Resolution No. 26.08.125

Motion Carried (6 - 0)

10. COMMENTS AND MOTIONS FROM COUNCIL

Mr. Knight shared a resident's concern regarding cable company workers notifying residents when there is work taking place on their streets. The residents would like to be notified. Mr. Knight also sought information on the functionality of the Den. Mr. Tanghe shared that the projected timeframe of completion should be close to November. Mr. Knight also commented that he also would like to see lights near the Knight Amphitheater so that the space can be utilized longer. Mr. Tanghe stated that lights will be incorporated in the 2027 budget. Mr. Knight finished with sharing that he is pleased with the work taking place on the pathway.

Ms. Verbeke commented on Mr. Knight's concerns about cable company workers. She stated she did receive communication that people would be working nearby.

Dr. Fletcher also received information regarding workers being nearby and it could take up to 4 weeks to complete the work.

Mr. Ferguson commented on the older pathways and said that some of the areas will be repaired soon.

Mr. Marzolf wished all the students his best with the new school year. He thanked Chief Gagnon for the National Night Out event. He asked for an update on the Riverwalk. Mr. Baldante said the work is coming along nicely, and the bridge will be built in a few weeks, with completion near the end of the year.

Mayor Hawkins thanked the residents for speaking on the data centers. He understands it is a controversial issue. He thanked Mr. Cohen for all the preparation on data centers and his diligence, preparation and care for the city.

11. CITY ATTORNEY REPORT

12. CITY MANAGER REPORT

13. CLOSED SESSION

13a. Motion – To meet in closed session to discuss property acquisition pursuant to MCL 268(1)(d) of the Open Meetings Act.

Moved by Ferguson, Seconded by Verbeke.

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

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

Resolution No. 26.08.126

Motion Carried (6 - 0)

The meeting recessed to Closed Session at 8:03 PM.

The meeting reconvened in Open Session at 8:38 PM.

Council Member Verbeke left the Closed Session at 8:30 PM.

Moved by Fletcher, Seconded by Marzolf.

RESOLVED: To adopt the resolution titled “Resolution of Necessity and Authorization to Commence Eminent Domain Proceedings”, and authorize the Mayor and City Clerk to sign the Resolution on behalf of the city. (Attachment C)

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

Resolution No. 26.08.127

Motion Carried (5 - 0)

14. ADJOURNMENT

Moved by Fletcher, Seconded by Marzolf.

RESOLVED: To adjourn the meeting.

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

Resolution No. 26.08.128

Motion Carried (5 - 0)

The meeting adjourned at 8:39 PM.

Eugene Hawkins III, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT A

CITY OF AUBURN HILLS ORDINANCE NO. 26-952

AN ORDINANCE TO AMEND CHAPTER 54. SOLID WASTE TO REPEAL ARTICLE II. GARBAGE AND REFUSE OF THE AUBURN HILLS CITY CODE AND REPLACE IT WITH A NEW ARTICLE II. SOLID WASTE, RECYCLABLE MATERIALS, AND DESIGNATED WASTE HAULER COLLECTION REGULATION

THE CITY OF AUBURN HILLS ORDAINS:

SECTION 1. Title.

This Ordinance shall be known and cited as the City of Auburn Hills "**Solid Waste, Recyclable Materials, and Designated Waste Hauler Collection Regulation Ordinance**", and it shall be sufficient in any action for enforcement of the provisions hereof to define the same by such short title or by reference to the number hereof.

SECTION 2. Purpose.

The purpose of this Ordinance shall be:

- (a) To further secure and protect the general welfare and safety of the citizens and others within the City of Auburn Hills;
- (b) To promote recycling and composting as desirable alternatives to the disposal of solid wastes in landfills or by incineration;
- (c) To regulate the business of solid waste collection within the City of Auburn Hills;
- (d) To enact rules and regulations for the conduct of such business;
- (e) To establish a Designated Waste Hauler for specified generation sites;
- (f) To establish and allow for a Designated Waste Hauler Contract that provides for the terms and conditions for the collection of solid waste and recyclables by the Designated Waste Hauler.
- (g) To provide for licenses and fees; and
- (h) To establish penalties for the violation of the provisions.

This Ordinance shall not apply to or regulate disposal areas as set forth in Article III.

SECTION 3. Definitions.

Collection Vehicle - any vehicle specifically designed for and used for the collection of solid waste or recyclable materials.

Commercial - any business establishment or office, regardless of zoning district, which provides for the sale of goods and/or services to customers.

Compostables - means yard clippings and residential compostables. Residential compostables means organic fruit and vegetable material which is produced incidental to the preparation of food for human consumption in residential structures.

Designated Waste Hauler - means any person or entity awarded a contract as the City's Designated Waste Hauler to engage in the business of collecting solid waste, recyclable materials, compostables and yard clippings from specific generation sites within the City for hauling, transporting or disposing of such materials.

Designated Waste Hauler Contract - an Agreement between the City and a Waste Hauler that has been approved by the City Council, signed by both parties and covering the applicable dates.

Disposal Areas - means a refuse transfer facility, incinerator, sanitary landfill, refuse processing plant, material recovery facility or any other refuse handling or disposal facility utilized in the disposal of refuse.

Garbage - rejected food wastes including waste accumulation of animal, fruit, or vegetable matter used or intended for food or that attends the preparation, use, cooking, dealing in, or storing of meat, fowl, fruit, or vegetable.

Industrial - any business establishment, regardless of zoning district, which provides for the production or manufacture of goods or raw material or component parts.

Litter - means all rubbish, refuse, waste material, garbage, offal, paper, glass, cans, bottles, trash, debris or other foreign substances of every kind and description.

Multiple-Family - any residential development which provides for more than one family on a single parcel of land.

Multi-Family Generation Site - as set forth in the Designated Waste Hauler Contract, certain multi-family generation sites, including certain duplex, triplex, fourplex, and townhouse or condominium residential units will be covered by Designated Waste Hauler curbside collection system. Such multi-family generation sites will be defined or set forth in the Designated Waste Hauler Contract.

Recyclables - selected items that are authorized to be picked up to be recycled. Recyclable materials means source-separated materials, site-separated materials, high grade paper, glass, metal, plastic, aluminum, newspaper, corrugated paper, yard clippings and other material deemed to be recyclable materials by duly adopted resolution of the City Council. These shall include, but need not be limited to, clear glass containers, metal food cans and lids, aluminum, newspaper, flat and corrugated cardboard (up to 3' x 3', bundled), plastic containers with recycling codes.

Rubbish - means nonputrescible solid waste, excluding ashes, consisting of both combustible and non-combustible waste including paper, cardboard, metal containers, yard clippings, wood, glass bedding, crockery, demolished building materials, or litter of any kind that may be a detriment to the public health and safety.

Single - Family Generation Site - any single-family dwelling unit that is not attached to any other dwelling unit by any means.

Solid Waste - garbage, rubbish, ashes, incinerator ash, incinerator residue, street cleanings, municipal and industrial sludges, and solid commercial and solid industrial waste, animal waste; but does not include human

body waste, liquid or other waste regulated by Michigan statute, ferrous or nonferrous scrap directed to a scrap metal processor or to a reuser of ferrous or non-ferrous products.

Yard Clippings - means leaves, grass clippings, vegetables or other garden debris, shrubbery, brush or tree trimmings less than four feet in length and two inches in diameter, that can be converted to compost humus. This term does not include stumps, agricultural wastes, animal waste, roots, sewage, sludge or garbage.

SECTION 4. License Required and Applicable Fees of all Non-Designated Waste Haulers.

Section 4 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the City. Section 4 applies to solid waste and recyclable collection businesses within the City, other than the City's Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

- (a) A person, firm, or corporation shall not engage in or carry on the business of solid waste collection within the City of Auburn Hills without first having obtained the necessary licenses from the City Council as hereinafter provided.
- (b) A license fee in the amount of One Hundred Dollars (\$100) for each collection vehicle to be used by the licensee in connection with said business within the City of Auburn Hills shall be paid to the City Treasurer at the time application is made for an original license. The fee for renewal of a license previously issued shall be Fifty Dollars (\$50) if paid before March 15. The fee to renew a license after March 15 but before expiration of the present license shall be Seventy-Five Dollars (\$75). After March 31, license fees for such vehicle shall be the same as if the vehicle was previously unlicensed.
- (c) Fifty percent (50%) of such fee shall be refunded should the original license or the renewal license not be granted, unless the reason for not granting a license is due to the vehicle failing inspection.
- (d) Such fee shall not be refunded should the original license or renewal license be revoked.

SECTION 5. Application Process.

Section 5 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the City. Section 5 applies to solid waste and recyclable collection businesses within the City, other than the City's Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

- (a) Applications for licenses to engage in the business of solid waste collection, other than the designated waste hauler, within the City of Auburn Hills shall be made to the City Clerk, and shall contain
 - (1) The full name, address, and telephone number of the applicant;
 - (2) An indication of whether the applicant is a person, partnership, or corporation;
 - (3) A complete description of every collection vehicle and other equipment to be used in the conduct of the solid waste collection business. The description shall include at a minimum:
 - a. The vehicle identification number provided by the vehicle manufacturer.
 - b. The current Michigan license plate number. (This information shall be kept current by the applicant.)
 - c. Proof of insurance as required by Michigan Law.

- d. A certificate of liability insurance in the minimum amount as shall be established from time to time by the City Council.
- (4) Such other information as may be required by the City Clerk to reasonably apprise the City Council of the character of the applicant and of the nature of the business to be carried on.
- (b) Applications for initial licenses shall be referred to Auburn Hills Police Department for investigation and recommendation. This investigation and recommendation shall be completed within one (1) month of receipt of the information. The vehicle(s) shall meet the requirements of Section 9 (A).
- (c) The application shall then be presented to the City Council at its next regularly scheduled meeting. The applicant shall have the right to appear before the Council and to furnish such additional information as may be required to enable the Council to determine whether or not the license should be granted.
- (d) The City Council may continue consideration of the application from meeting to meeting for the purpose of securing additional information or to afford any citizen of the City an opportunity to be heard in connection with the issuance of a license. Such continuation shall not be used to unreasonably deny the applicant the right to do business in the City of Auburn Hills.
- (e) The City Council shall have the authority to refuse to grant any application for any just cause, or when, in its judgment, the public health, safety, and welfare of the inhabitants of the City so require. In any action to refuse to grant a license, the Council shall set forth the specific reason or reasons.
- (f) Licenses that are issued shall be in such form as shall be prescribed by the Council. Each and every license shall expire on the thirty-first (31st) day of March following the issuance of the original license or the renewal license.
- (g) The City, through the Clerk's Office, shall notify the licensee in writing by April 1 on an annual basis of the disposition of the license to do business and shall furnish stickers for each approved vehicle.
- (h) The permit stickers shall be displayed in the lower right corner (passenger side) of the windshield upon the licensed collection vehicle or other equipment.

SECTION 6. Renewal of License.

Section 6 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the City. Section 6 applies to solid waste and recyclable collection businesses within the City, other than the City's Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

A license shall be renewed by the City Clerk on an annual basis, subject to the following requirements:

- (a) The licensee shall pay to the City Treasurer the required fees on or before the fifteenth (15th) day of March each year it seeks a license renewal.
- (b) The licensee shall file with the City Clerk the required list of vehicles, vehicle identification numbers, license plate numbers, proof of liability insurance, and the vehicle certificates of insurance on or before the fifteenth (15th) day of March each year it seeks a license renewal.
- (c) All vehicles shall meet the requirements of Section 9 (A). During the year, trash-hauling vehicles shall be subject at any time to random inspection by the Auburn Hills Police Department during the course of doing business in the City of Auburn Hills.

- (d) A quarterly report of random inspections and violations may be provided by the OCSD to the City Council.
- (e) A vehicle which fails an inspection because of safety violations shall not be used for trash collection in the City of Auburn Hills until noted deficiencies are corrected and repairs are made and certified as completed by a licensed mechanic.
- (f) If the licensee fails to pay the required fees, and provide the necessary information, by the thirty-first (31st) day of March each year that it seeks a license renewal, any request for a license thereafter shall be considered a new license, requiring a new application and hearing before the City Council.

SECTION 7. Temporary Transfer of License.

Section 7 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the City. Section 7 applies to solid waste and recyclable collection businesses within the City, other than the City's Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units.

- (a) Licenses issued by the City of Auburn Hills may be temporarily transferred to another collection vehicle in an emergency situation, provided:
 - (1) The originally licensed collection vehicle cannot practically be used for solid waste collection because of a mechanical failure or some other malfunction of the equipment.
 - (2) The licensee shall apply to the City Clerk for a temporary transfer of said license stating the reason(s) for the transfer and the length of time required for the transfer.
 - (3) The vehicle to which the license is to be transferred shall be inspected by the Auburn Hills Police Department and shall meet all the requirements of Section 9 (A).
- (b) The City Clerk may temporarily transfer the license, upon the licensee meeting the stated requirements.
- (c) The temporary transfer shall be in the form of a certified letter indicating the name, address, and telephone number of the licensee; the Michigan license plate number of the vehicle to which the temporary transfer is applicable; and the termination date of the temporary transfer.
- (d) This temporary license transfer letter is to be carried in the vehicle at all times and shall be presented when requested by any authorized person.
- (e) A temporary transfer shall last no longer than three (3) weeks.

SECTION 8. Revocation of License.

Section 8 does not apply to the Designated Waste Hauler. The license, application, renewal and transfer of the Designated Waste Hauler will be addressed and enforced through the Designated Waste Hauler contract with the City. Section 8 applies to solid waste and recyclable collection businesses within the City, other than the City's Designated Waste Hauler; primarily serving multiple family units, industrial and commercial units. The revocation of the Designated Waste Hauler license will be addressed in the Designated Waste Hauler Contract.

- (a) Any license issued hereunder may be revoked by the City Council for any of the following reasons:
 - (1) Any false statement made in the application.
 - (2) Failure to comply with the provisions of this Ordinance.
 - (3) Failure to comply with the terms and conditions of the license.

- (4) Failure to comply with the laws of the State of Michigan.
- (5) Other just and substantiated cause.
- (b) Before any license shall be revoked, written notice shall be given to the licensee by certified mail by the City Clerk. The notice shall state the time, date, and place the licensee is to appear for a hearing before the City Council.
- (c) The licensee may make whatever presentation he wishes and may produce witnesses in his behalf.
- (d) Following the hearing, the City Council shall make a finding of fact and shall render its decision.
- (e) If the decision is to revoke the license, the City Council shall establish the date of revocation and cause a copy of its order to be served upon the licensee either in person or by certified mail.
- (f) Upon service of the Council's order with the revocation of license date indicated, the licensee shall have no further right to engage in the waste collection business in the City of Auburn Hills.
- (g) If the City Council, for whatever reason, decides not to renew or deny the license of any waste collection licensee, then the Council shall so notify the licensee by certified mail. The licensee shall be entitled to a hearing before the Council as outlined in this Section, if he requests it in writing to the City Clerk within ten (10) days of the notice of revocation.

SECTION 9. Collection Licensee Requirements, Including Designated Waste Hauler.

- (a) Vehicles.
 - (1) Any collection vehicle used for the transportation of solid waste or recyclable materials within the City shall be water-tight, and equipped with covers over that portion of the vehicle that is used for the transportation of solid waste or recyclable materials.
 - a. Inspection of Collection Vehicles. A Waste Hauler shall, upon request, permit the inspection of collection vehicles by the City or its designee, as those items relate to safe and proper equipment, including, but not limited to, lights, brakes, tires and exhaust for compliance with existing state law and local ordinance.
 - (2) Any such vehicle shall also be in good working order so as not to constitute a nuisance or a hazard to other traffic on the roads within the City. The items to be in good working order include, but are not limited to, the tires, lights, horn, brakes, exhaust system, and steering system.
 - (3) Any licensed vehicle, in addition to displaying the City sticker or plate, shall also display in a conspicuous place the licensee's name, address, and telephone number, so that the vehicle can be readily identified.
- (b) Fee Schedule.
 - (1) Each licensee shall file with the City a complete schedule of fees and charges to be made to customers for service. The Designated Waste Hauler shall satisfy this requirement by way of an approved contract with the City.
 - (2) A licensee shall not depart from its filed or contracted for fees and charges in the operation of its business within the City.
 - (3) Except as set forth in the designated Waste Hauler Contract, any change in the fees or charges shall be filed with the City Clerk and mailed or hand delivered to each customer at least thirty (30) days before the changed fees are to become effective.
- (c) Pick-Up Schedules and Areas, unless Specified in the Designated Waste Hauler Contract.
 - (1) Each licensee shall file with the City Clerk a complete schedule of the days and the areas that pickup from customers are to be made.

(2) A licensee shall not depart from its filed schedule of days and areas for conducting a solid waste and recyclable materials collection business within the City unless thirty (30) days written notice has been filed with the City Clerk and mailed or hand delivered to each customer.

(3) Exceptions to the above requirements will be allowed only in case of an emergency situation. Such a situation shall be that which constitutes a potential health hazard because conditions not directly within the control of the licensee, such as, but not limited to, weather conditions, acts of God, and vehicle breakdowns which could not have been prevented. Such exceptions shall be decided by the City Clerk.

(d) Pick-Up Prohibitions.

A licensee shall not drive or cause to be driven any of his vehicles over or through any street in the City of Auburn Hills at any time on any Sunday or on New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, unless otherwise authorized by the City or provided for in the Designated Waste Hauler Contract.

(1) Domestic solid waste, recyclable materials and yard clippings shall be collected within the City from the curbside of residential sites of generation only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

(2) Commercial and industrial solid waste, recyclable materials, compostables, and yard clippings shall be collected within the City from commercial and industrial sites of generation only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

(e) Non-Discrimination.

Service shall be offered by the licensee to any and all customers, without discrimination, who request such service and are willing to pay the established fees and charges.

Section 10 – Curbside / Roadside Recycling, Including Designated Waste Hauler.

(a) Every person, firm or corporation engaged in the business of solid waste collection within the City of Auburn Hills shall provide curbside/roadside recycling to each single-family and multiple-family residence from which they also collect solid waste, at no additional cost. Unless as otherwise stated in the Designated Waste Hauler Contract, the following applies:

(1) Recyclables shall be picked up weekly, and on the same day of the week as the solid waste collection of that week.

(2) The solid waste hauler shall provide appropriate containers for recyclables to its own customers.

a. Single-family and applicable multi-family residences, including mobile homes, shall each be provided with suitable containers for small recyclables. Large or bulky recyclables will be placed near the recycling container for pick-up.

b. Large multiple-family residences shall be provided with separate receptacles for solid waste and recyclable materials so long as said residences are compliant with the screening requirements established in Section 1825 of the Auburn Hills Zoning Ordinance and Section 11(B) below.

(3) Recyclables separated by residents shall not be disposed of into trash hauling vehicles by trash hauling personnel. A separate vehicle shall be used to collect recyclables.

(b) The progress of the City's recycling effort shall be monitored by the City of Auburn Hills. The City of Auburn Hills may require periodic reports of the trash haulers to assist in their efforts to promote recycling in the City.

Section 11 – Customer Requirements.

(A) Single-Family Customers.

(1) Each customer of a licensed solid waste, recyclable materials, compostables and yard clippings collector within the City of Auburn Hills shall comply with the following requirements:

- (a) Containers. Containers for garbage, rubbish, and refuse (outside residential and nonresidential properties), including covering of containers, shall comply with the terms of the Designated Waste Hauler Contract
- (b) Accumulation. Garbage shall not be allowed to accumulate more than ten days.
- (2) Standing for collection. Refuse, including garbage, may be placed at the place for collection, the evening before the collection, in containers compliant with the Designated Waste Hauler Contract, but shall not be left standing in such location for more than 24 hours from the scheduled pick up.
- (3) After pick-up, all empty containers shall be removed from the street promptly, but not later than 8:00 p.m., on the day of collection.
- (4) All single-family generation sites are required to have their solid waste, recyclable materials, compostables and yard clippings picked-up by the Designated Waste Hauler under the terms, conditions and costs set forth in the Designated Waste Hauler Contract.

(B) Multiple-Family, Commercial, Industrial.

(1) Multiple Family, commercial and industrial properties must comply with the specifications set forth in the Auburn Hills Zoning Ordinance, as may be amended from time to time.

SECTION 12. DESIGNATED WASTE HAULER COLLECTION PROGRAM.

(a) Collection and disposal of solid waste and recyclable materials by the City's Designated Waste Hauler. Commencing on the date set forth in the Designated Waste Hauler contract, collection and disposal of solid waste, yard clippings, compostables and recyclable materials from single-family generation sites shall be in accordance with the Designated Waste Hauler Contract and the following provisions:

(1) No person shall dispose of any solid waste or recyclable materials (excluding yard clippings removed by landscapers) generated from single-family generation sites within the City other than by means of the Designated Waste Hauler contracted by the City for such purpose.

(2) As further directed in the Designated Waste Hauler Contract, the Designated Waste Hauler shall deliver solid waste to a facility authorized under Act 451, as amended, recyclables to a recycling facility and all other collection as directed in the Designated Waste Hauler Contract.

(3) No person except the Designated Waste Hauler shall engage in the business of collection, transporting, delivery or disposal of solid waste or recyclable materials generated by single-family generation sites within the City.

(4) The Designated Waste Hauler shall comply with Act 451 and all applicable federal, state and county laws, local ordinances, and rules and regulations in the collection, transportation and delivery of solid waste and recyclable materials.

(5) No person shall knowingly place hazardous waste at curbside or other designated locations for collection, and the Designated Waste Hauler shall not knowingly collect or deliver hazardous waste to a processing or disposal site.

(6) The provisions of Section 12 shall not prohibit the placement of solid waste, yard clippings or recyclable materials for collection by a person or company other than the Designated Waste Hauler if such person or company is operating under an active license of the City and is providing collection services pursuant to a collection contract existing prior to the enactment of the Designated Waste Hauler contract, between such person and the owner and occupant of a single-family generation site. Section 12 shall apply to such person or company upon expiration of the contract or license, whichever comes first.

(b) Rates, charges, and payments for Designated Waste Hauler Collection program: The Designated Waste Hauler shall charge fees for collection and disposal of waste and shall bill for such services in accordance with the following; unless provided otherwise in the Designated Waste Hauler Contract.

(1) The Designated Waste Hauler shall charge fees for collection and disposal of waste placed for collection as set forth in the contract between the Designated Waste Hauler and the City.

(2) Unless specified otherwise in the Designated Waste Hauler Contract, the Designated Waste Hauler shall send a quarterly invoice, in advance, to each single-family generation site for which services are provided in the City. Such invoice shall represent charges for services to be rendered in the following quarter.

(3) Unless otherwise specified in the Designated Waste Hauler Contract, the invoice shall be delivered by regular mail at least two weeks prior to the beginning of the quarter for which charges are imposed.

(4) If the invoice is not paid within 90 days after the due date, it shall be considered delinquent and a penalty set by the City Council or as otherwise specified in the designated Waste Hauler Contract shall be added to the amount due.

- a. If provided in the Designated Waste Hauler Contract, the charges for collection and disposal fees relating to services to single-family generation sites by the Designated Waste Hauler shall constitute a lien on the single-family generation site for which the services have been provided. Any charges and penalties delinquent for three months or more shall be certified annually by the City official in charge of collection to the tax assessing officer of the City to be entered upon the next tax roll against the single-family generation site for which the services have been rendered, and the charges and penalties shall be collected as part of the general City taxes against such single-family generation site and shall accrue further interest and penalties and shall be collected in the same manner as provided for delinquent real property taxes in the City. If not provided for in the Designated Waste Hauler Contract, the Designated Waste Hauler shall be responsible to collect all fees and the City will have no obligation to collect any fee or delinquent payment by tax lien or otherwise.

(c) If any term, provision or condition is not covered by this Ordinance, the Designated Waste Hauler Contract shall control and the City retains the right to amend, modify or change any term or condition provided in the Contract upon renewal, agreement of the parties or selection of a new Designated Waste Hauler.

SECTION 13. Penalties.

(a) Penalty. Any person, business engaging in solid waste collection for multiple family units or commercial units, or a Designated Waste Hauler, who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be subject to a fine of at least Twenty-Five Dollars (\$25) and not more than Five Hundred Dollars (\$500) and the costs of prosecution. A separate offense shall be deemed committed for each violation and for each day a violation continues.

(b) Violations Declared Nuisance. Any storage or disposal of garbage, rubbish, solid waste and/or recyclables in violation of the provisions of this ordinance is hereby declared to be a nuisance per se. (Ord. No. 796, § 1, 2-5-07; Ord. No. 11-838, § 1, 9-12-11; Ord. No. 11-839, § 7, 12-20-11)

(1) A person who owns, manages, leases, rents, or occupies a premises shall not create, maintain, operate, or permit to be created, maintained, or operated any nuisance as defined in this article. All persons who own, manage, lease, rent or occupy any premises shall be equally responsible for keeping the premises in a clean and habitable condition and shall take all necessary precautions to prevent any nuisance, as defined in this article, from existing on the premises. Each day a violation occurs or continues is deemed a separate offense. (Ord. No. 796, § 1, 2-5-07)

(2) Notice to Abate. Upon observing a violation of the provisions of this article, an enforcement officer may issue a notice to abate to the occupant and property owner as shown on the records maintained by Oakland County. The notice to abate shall be served on the occupant and the property owner by first class mail and posted in a conspicuous location, where possible, upon the property at issue. Failure to receive such notice is not a defense to any action by the city to abate the violation, collect abatement costs, collect administrative costs, or impose penalties authorized by this Code.

(3) The notice to abate shall inform the owner and occupant of the following:

- a. The nature of the violation;
- b. The time frame within which the owner and/or occupant shall abate the violation, being not more than ten days from the date of the notice for violations related to the storage of refuse and 24 hours from the date of notice for violations related to standing for collection. The enforcement officer may grant additional time where bona fide efforts to abate the violation are in progress.
- c. If the owner or occupant fails to abate the violation, the enforcement officer may issue a municipal civil infraction citation.
- d. The city may act to abate the violation, if it is not abated by the owner or occupant;
- e. The cost of abatement by the city, plus an administrative fee, shall be a personal debt of the owner which may be assessed as a tax lien against the property until paid. (Ord. No. 796, § 1, 2-5-07)

(4) Emergency Abatement by City. When, in the opinion of the city manager, there is actual and immediate danger to the public or occupants of a premises caused by a violation on the premises, the city manager may, without any notice or hearing, order and require any reasonable action to abate the violation. (Ord. No. 796, § 1, 2-5-07)

(5) Penalty for Violation. A person who violates the provisions of this article, as amended, may be fined for a municipal civil infraction, subject to the following penalties:

- a. Civil fines shall apply in the event of a determination of responsibility for a municipal civil infraction. Fines shall be in an amount set forth for the offense in the Schedule of Fines adopted by the 52-3 District Court, plus costs and other sanctions, for each offense.
- b. In addition to ordering the defendant determined to be responsible for a municipal civil infraction to pay a civil fine, costs, damages and expenses, the judge or magistrate may issue any judgment, writ or order necessary to enforce, or enjoin said violation.
- c. Each act of violation, and on each day upon which any such violation shall occur, shall constitute a separate offense.
- d. In addition to any remedies provided for by this article, any equitable or other remedies available and/or permitted by law may be sought.
- e. The judge or magistrate may impose costs, damages, and expenses as provided by law.
- f. A municipal civil infraction shall not be a lesser included offense of a criminal offense or of an Auburn Hills City Code or other city ordinance violation which is not a civil infraction. (Ord. No. 796, § 1, 2-5-07)

(6) Abatement by City; Lien. If the notice to abate is not complied with in the allotted time period, then an agent authorized by the city manager or by an order of the 52-3 District Court may enter the property as many times as necessary to remove or eliminate the violation.

- a. The property owner shall be liable for all costs incurred by the city to remove or eliminate the violation. In addition, an administrative fee in the amount of 25 percent of the cost of the removal or elimination may included in total costs.
- b. Billing of costs will be mailed to the property owner by regular mail to the last known address. If the charges involved are not paid by the owner within 30 days from the date of billing, the payment shall be delinquent. In the event of delinquent charges, the city shall have a lien upon such property for the charges, and the lien is enforceable as a tax lien in the manner prescribed by the general laws of the state against the property and collected as in the case of general property tax.
- c. An action for abatement by the city does not preclude the right of the city to initiate a municipal civil infraction citation and request for formal hearing at 52-3 District Court. (Ord. No. 796, § 1, 2-5-07)

SECTION 14. Severability.

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

SECTION 15. Existing License.

All existing licenses issued under this Ordinance that will be covered under the terms of the Designated Waste Hauler Contract, will not be renewed and will expire upon expiration of the current license or upon service being assumed by the Designated Waste Hauler, whichever comes first.

SECTION 16. Savings.

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

SECTION 17. Effective Date.

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

SECTION 18. Adoption.

This Ordinance is hereby declared to have been adopted by the City Council of the City of Auburn Hills at a meeting thereof duly called and held on the 24th day of August, 2026, and ordered to be given publication in the manner prescribed by the Charter of the City of Auburn Hills.

AYES: 6 (Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke)
NAYES: None
ABSENT: 1 (Moniz)
ABSTENTIONS: None

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 26-952 adopted by the Auburn Hills City Council on the 24th day of August, 2026, the original of which is in my office.

Eugene Hawkins, III, Mayor

Laura M. Pierce, City Clerk

ATTACHMENT B

CITY OF AUBURN HILLS COUNTY OF OAKLAND STATE OF MICHIGAN

ORDINANCE NO. 26-951 TEXT AMENDMENT TO ZONING ORDINANCE

AN ORDINANCE TO AMEND ARTICLE XII. T&R, TECHNOLOGY AND RESEARCH DISTRICTS, ARTICLE XIII. I-1, LIGHT INDUSTRIAL DISTRICTS, ARTICLE XIV. I-2, GENERAL INDUSTRIAL DISTRICTS, AND ARTICLE XVIII. GENERAL PROVISIONS OF THE AUBURN HILLS ZONING ORDINANCE NO. 372

THE CITY OF AUBURN HILLS ORDAINS

Section 1.

Article XII. T&R, Technology and Research Districts of Auburn Hills Zoning Ordinance No. 372 is amended to revise the preamble to read as follows:

The T&R, Technology and Research Districts are established to provide a high-quality environment for corporate and regional headquarters, research and development facilities, advanced technology enterprises, automation and robotics operations, aerospace, life sciences, biotechnology, information technology, engineering, and other employment-generating uses of a similar character and intensity. The Districts are intended to support Auburn Hills' role as a hub for corporate investment, innovation, and advanced technology employment opportunities by encouraging the development of businesses and facilities that contribute to the City's diversified economic base.

Technology and Research Districts are intended to be located and designed to:

1. Support innovation, investment, and economic growth by providing a business environment that encourages the development, retention, expansion, and diversification of technology-based, research-oriented, and advanced employment uses across multiple industry sectors;
2. Accommodate complementary accessory and support uses that serve the operational needs of businesses and employees within the District, provided such uses remain clearly secondary and supportive of the District's primary corporate, research, technology, and employment-generating functions;
3. Promote high-quality development standards through coordinated site planning, building design, architecture, landscaping, and infrastructure improvements that reflect the District's importance as a location for corporate, research, and advanced technology investment; and
4. Protect the long-term function and economic vitality of the District by ensuring compatibility among permitted uses, maintaining adequate infrastructure capacity, and encouraging development patterns that are consistent with surrounding land uses and the City's long-range planning objectives.

Section 2.

Article XII. T&R, Technology and Research Districts of Auburn Hills Zoning Ordinance No. 372 is amended to revise Section 1200. Principal Uses Permitted to remove subsection 2. Data processing and computing centers, and related services, and renumber subsections 3-5 to 2-4 to read as follows:

SECTION 1200. PRINCIPAL USES PERMITTED

In the T&R Technology and Research District no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided in this Ordinance:

1. Any use charged with the principal function of research, design, and development of pilot or experimental products and processes including research labs, training facilities, and light assembly operations as adjuncts to the principal use. Assembly operations shall be limited to those involving premanufactured finished objects and components and shall include only the incidental fabrication, machining, or forming of metal, plastic, or other materials as part of product development, experimentation, demonstration and repair, or the provision of customized components.
2. Single and multi-tenant office buildings. Sales as an adjunct to the principal use are also permitted.
3. Municipal buildings and uses.
4. Accessory buildings and accessory uses customarily incidental to any of the above principal uses permitted (e.g., child care, food service, and health/workout rooms, and other similar adjunct uses provided within a facility which are intended for sole use of the workers of said facility and not the general public).
5. Uses determined to be similar to the above principal permitted uses in accordance with the criteria set forth in Section 1827 and which are not listed below as Special Land Uses Permitted.

Section 3.

Article XII. T&R, Technology and Research Districts of Auburn Hills Zoning Ordinance No. 372 is amended to revise subsection 7 in Section 1201. Special Land Uses Permitted to read as follows:

7. Clean industrial uses may be permitted as Special Land Uses within the T&R District when conducted entirely within an enclosed building and when consistent with the purpose and intent of the District. Such uses shall comply with the requirements of Section 1202 and shall be subject to the following standards:
 - A. Definition and Operational Characteristics. For purposes of this Section, a clean industrial use is a light industrial operation involving the assembly, incidental fabrication, processing, testing, research, development, or production of advanced technology, high-value, precision, or specialized products within an enclosed building. Clean industrial uses shall utilize processes designed to minimize external impacts, including noise, vibration, odors, dust, smoke, emissions, outdoor storage, and truck traffic. A clean industrial use may constitute the principal use of a site and need not be accessory to an office, research and development, or corporate headquarters use. A clean industrial use does not include a Data Center, as defined in Section 1837.
 - B. Site and Building Design Standards. Buildings and sites occupied by clean industrial uses shall maintain the high-quality character and development standards of the T&R District through superior site design, landscaping, greenspace, and architecture. Building elevations visible from public rights-of-way, private road easements, or adjacent properties shall incorporate high-quality materials, glazing, and architectural features consistent with a corporate, research, or technology-oriented appearance.

- C. Transportation and Freight Limitations. Truck traffic associated with clean industrial uses shall be limited to deliveries and shipments customary and incidental to the operation of the use. Warehouses, distribution centers, fulfillment centers, freight terminals, logistics facilities, and similar uses whose primary function is the storage, distribution, or movement of goods are prohibited, regardless of whether such facilities include office, corporate, or administrative space. Uses that are dependent upon high-volume truck traffic or intensive freight movement are likewise prohibited.

Section 4.

Article XIII. I-1, Light Industrial Districts of Auburn Hills Zoning Ordinance No. 372 is amended to revise Section 1300. Principal Uses Permitted to remove subsection 4. Data processing and computing centers, and related services, and renumber subsections 5-7 to 4-6 to read as follows:

SECTION 1300. PRINCIPAL USES PERMITTED:

In the I-1 Light Industrial Districts no building or land shall be used and no building shall be erected except for one (1) or more of the following specified uses, unless otherwise provided for in this Ordinance:

1. Any of the following uses when conducted wholly within a completely enclosed building (no outside storage of permanent vehicles, material or equipment):
 - A. Warehousing and wholesale establishments, with retail sale only if accessory to the principal use.
 - B. The manufacture, compounding, processing, packaging, or treatment of such products as, but not limited to: bakery goods, candy, cosmetics, pharmaceuticals, toiletries, food products, hardware, and cutlery; tool, die, gauge and machine shops.
 - C. The manufacture, compounding, assembling or treatment of articles or merchandise from previously prepared materials such as , but not limited to: bone, canvas, cellophane, cloth, cork, feathers, felt, fiber, fur, glass, hair, horn, leather, paper, plastics, precious or semi-precious metals or stone, shell, textiles, tobacco, wax, wire, wood (excluding saw and planing mills), and yarns. Sheet metal stamping is not permitted as a principal use.
 - D. The manufacture of pottery and figurines or other similar ceramic products using only previously pulverized clay, and kilns fired only by electricity or gas.
 - E. Manufacture of musical instruments, toys, novelties, and metal or rubber stamps, or other small molded rubber products.
 - F. Manufacture or assembly of electrical appliances, electronic instruments and devices, radios and phonographs.
 - G. Manufacture and repair of electric or neon signs, light sheet metal products, including heating and ventilating equipment, cornices, eaves, and the like.
 - H. Automobile repair stations, automobile or other machinery assembly plants; painting and varnishing shops, and undercoating shops.
 - I. Experimental, film or testing laboratories.
 - J. Building material storage and sales in an enclosed building.
2. Private paramedical emergency facilities subject to the following conditions:
 - A. Such facilities shall be located only on collector thoroughfares or major thoroughfares as indicated on the adopted Major Thoroughfare Plan of the City of Auburn Hills.
 - B. All ingress and egress on the site shall be located at least fifty (50) feet from any adjacent property line or right-of-way line.

- C. If not in existence, a passing lane shall be provided opposite the ingress/egress route used for paramedical and such other emergency vehicles in addition to the required acceleration and deceleration lanes. The passing lane is required to insure that the purpose and intent of this Zoning Ordinance is met, and is deemed necessary to prevent traffic congestion in order to assure proper egress for fast moving and accelerating emergency vehicles in order to protect the health and safety of the citizens of Auburn Hills and abutting areas.
- D. All such facilities shall be developed on sites of at least one (1) acre in area.
- 3. Any use charged with the principal function of research, design and development of pilot or experimental products and processes including research labs, training facilities, and light assembly operations as adjuncts to the principal use. Assembly operations shall be limited to those involving premanufactured finished objects and components, and shall include only the incidental fabrication, machining or forming of metal, plastic, or other materials as part of product development, experimentation, demonstration and repair, or the provision of customized components.
- 4. Oil and gas wells in accordance with the criteria set forth in Section 1835.
- 5. Accessory buildings and accessory uses customarily incidental to any of the above principal uses permitted; however, accessory uses shall not exceed fifty (50) percent of the gross building area (e.g., general office, child care, food service, health/workout rooms, and other similar adjunct uses provided within a facility which are intended for sole use of the workers of said facility and not the general public).
- 6. Uses determined to be similar to the above principal permitted uses in accordance with the criteria set forth in Section 1827 and which are not listed below as special land uses.

Section 5.

Article XIII. I-1, Light Industrial Districts of Auburn Hills Zoning Ordinance No. 372 is amended to add new subsection 23 regulating Data Centers and renumber subsections 23-24 to 24-25 in Section 1301. Special Land Uses Permitted to read as follows:

- 23. Data Centers and related data processing and computing facilities, subject to the requirements of Section 1837.
- 24. Accessory buildings and accessory uses customarily incidental to any of the above special land uses permitted; however, accessory uses shall not exceed fifty (50) percent of the gross building area.
- 25. Special land uses determined to be similar to the above special land uses in accordance with the criteria set forth in Section 1828.

Section 6.

Article XIV. I-2, General Industrial Districts of Auburn Hills Zoning Ordinance No. 372 is amended to add new subsection 13 regulating Data Centers and renumber subsections 13-14 to 14-15 in Section 1401. Special Land Uses Permitted to read as follows:

- 13. Data Centers and related data processing and computing facilities, subject to the requirements of Section 1837.
- 14. Accessory buildings and accessory uses customarily incidental to any of the above special land uses permitted; however, accessory uses shall not exceed fifty (50) percent of the gross building area.

15. Special land uses determined to be similar to the above special land uses in accordance with the criteria set forth in Section 1828.

Section 7.

Article XVIII. General Provisions of Auburn Hills Zoning Ordinance No. 372, as amended, is hereby amended to add a new section 1837. Data Centers, which shall read in its entirety as follows:

SECTION 1837. DATA CENTERS

1. Purpose and Intent

The purpose of this Section is to establish reasonable, predictable, and enforceable standards governing the siting, design, construction, operation, and expansion of Data Centers within the City of Auburn Hills in order to:

- A. Promote high-quality investment, expand the City's tax base, create employment opportunities, and support economic development by accommodating appropriately located Data Centers within designated zoning districts.
- B. Protect residents, businesses, public infrastructure, and surrounding property owners from potential adverse impacts associated with Data Center development and operation, including, but not limited to, noise, low-frequency sound, vibration, visual impacts, hazardous material storage, and demands on municipal utilities and public services.
- C. Establish measurable, objective, and enforceable operational performance standards, including post-construction verification of noise, low-frequency sound, utility usage, and other operational characteristics that may affect surrounding properties.
- D. Promote the efficient use of energy and natural resources through sustainable building design, energy-efficient equipment, stormwater best management practices, and cooling technologies that minimize potable water consumption, with a preference for closed-loop or other low-water-use cooling systems where feasible.
- E. Require coordination with electric, water, sewer, and other applicable utility providers to verify that adequate infrastructure capacity exists or will be provided by the applicant, and that facility operations will not adversely affect the reliability or availability of municipal services.
- F. Recognize that Data Centers may require substantial land area and electrical infrastructure while generating comparatively few permanent employment opportunities. Accordingly, the standards of this Section are intended to balance the City's long-term economic development objectives, preserve limited T&R, Technology and Research District land and available electrical infrastructure for employment-intensive uses, and prohibit new Data Center developments within said District except when approved by the City Council through the Planned Unit Development Option in Section 1830 and in accordance with the applicable standards of this Section.
- G. Recognize that the City is approaching build-out of its industrial land supply and encourage Data Center development through the adaptive reuse of existing industrial buildings and underutilized industrial properties rather than on the City's limited remaining vacant industrial land.

2. Definitions

For purposes of this Section, the following definitions apply. Where a term is not defined in this Section, the definition set forth elsewhere in this Ordinance, or its plain meaning, shall control.

- A. Data Center. A building, or portion of a building, whose primary use is to house computer systems, servers, and associated components, including cooling, power distribution, backup generation, and

network infrastructure, for the storage, processing, management, or distribution of data, whether operated by a single user, colocation provider, or multiple tenants. A Data Center does not include computer systems, server rooms, network equipment rooms, telecommunications closets, or similar facilities that are clearly incidental and subordinate in floor area, electrical demand, and function to another lawful principal use on the same zoning lot, primarily support the operations of that principal use, and are not operated or marketed principally as a data-processing, hosting, storage, or colocation facility.

- B. Designed Electrical Load Capacity. The maximum electrical load, expressed in Megawatts, that a Data Center is designed to accommodate at Ultimate Build-Out, including information technology equipment, cooling systems, electrical distribution equipment, backup power systems, and all supporting infrastructure, as demonstrated by electrical engineering plans, utility service agreements, manufacturer specifications, or other documentation acceptable to the City.
- C. Megawatt. A unit of electrical power equal to one thousand (1,000) kilowatts or one million (1,000,000) watts, used in this Section to express Designed Electrical Load Capacity.
- D. Ultimate Build-Out. The maximum reasonably anticipated development intensity of a Data Center site, including all existing, proposed, approved, reserved, entitled, or reasonably foreseeable future phases, buildings, additions, increases in Designed Electrical Load Capacity, mechanical systems, emergency generation, and related infrastructure, regardless of whether all phases are proposed for immediate construction.
- E. Ambient Sound Level. The A-weighted sound pressure level, expressed in dB(A), representing the existing background sound environment at the property boundary or other measurement location designated by this Ordinance.
- F. Tonal Component. A discrete, audible frequency or narrow frequency band that is readily distinguishable from the surrounding broadband sound, as determined in accordance with ANSI/ASA S12.9 or a successor standard approved by the City.
- G. Backup Generator. Any diesel, natural gas, or other fuel-fired engine-generator set installed to provide emergency or standby electrical power to a Data Center during a utility outage or other interruption of normal electrical service.

3. Existing Data Centers

Any Data Center lawfully operating on the effective date of this Section shall be considered lawful and conforming solely as to the data center use and may continue subject to its

approved site plan, Development Agreement, and other applicable approvals. Nothing in this subsection shall cause a nonconforming structure or site condition to become

conforming or authorize an expansion except in accordance with this Section. No increase in the maximum approved electrical capacity, measured in Megawatts, gross floor area, or Backup Generator capacity, shall be permitted unless authorized by an amendment

to the recorded Development Agreement approved by the City Council. For any lawfully operating Data Center on the effective date of this Section that is not subject to a Development Agreement, any increase in designed electrical load capacity, gross floor area, cooling system equipment, or backup generator capacity shall comply with the requirements of this Section.

4. Applicability and Permitted Locations

- A. Permitted Locations. A citywide evaluation of potential Data Center locations was conducted to identify sites capable of accommodating the use while protecting surrounding land uses and making

efficient use of existing and planned infrastructure. The evaluation included consultation with the electric utility regarding available electrical service capacity and the practicality of extending service, and considered the following factors:

- 1) Compatibility with surrounding land uses, including protection of residential neighborhoods and avoidance of conflicts with existing and planned development;
- 2) Potential operational impacts, including continuous equipment noise from cooling systems and emergency generator testing;
- 3) Availability of necessary infrastructure, including electrical service, fiber optic and telecommunications systems, and municipal utilities;
- 4) Sufficiency of parcel size and configuration to accommodate the proposed use and potential future expansion;
- 5) Existing development patterns and consistency with the goals and objectives of the City's Master Land Use Plan;
- 6) Visual compatibility with surrounding development; and
- 7) Efficient use of public infrastructure and services in a manner that promotes the public health, safety, and welfare.

Accordingly, Data Centers, as defined in this Section, shall be permitted only on the properties identified in the following Table 1 subject to Special Land Use approval.

Table 1

Address	Sidwell Number	Zoning District
1681 Harmon Road	14-03-100-043	I-1, Light Industrial
3985 Giddings Road	14-03-100-047	I-1, Light Industrial
1750 Summit Drive	14-03-100-052	I-1, Light Industrial
1751 Summit Drive	14-03-100-051	I-1, Light Industrial
1700 Brown Road	14-03-100-028	I-1, Light Industrial
1750 Brown Road	14-03-100-024	I-2, General Industrial

- B. Planned Unit Development Option. New Data Centers and expansions to existing Data Centers in locations other than those identified in Table 1 above may be considered only through approval of a Planned Unit Development (PUD) in accordance with Section 1830. Approval of a PUD for a new Data Center or the expansion of an existing Data Center shall be at the sole discretion of the City Council, following a recommendation from the Planning Commission. An applicant shall have no right to appeal the requirements of this section to the Zoning Board of Appeals.

5. Data Center Review Criteria

In addition to the Special Land Use review criteria set forth in Section 1818 or PUD review criteria set forth in Section 1830, as applicable, the Planning Commission and City Council shall consider the following Data Center-specific criteria when evaluating an application:

- A. Compatibility of anticipated noise, vibration, lighting, and visual impacts with adjacent and nearby land uses.

- B. Adequacy of the proposed acoustic mitigation measures, including equipment selection, screening, building orientation, and site layout, based on the required pre-construction acoustic study.
- C. Adequacy of existing and proposed emergency and utility infrastructure to serve the facility without adversely affecting service reliability for existing customers.
- D. Consistency and adequacy of the proposed Backup Generator testing and operating protocols.
- E. Whether the applicant has disclosed the Ultimate Build-Out of the site and demonstrated that the facility can comply with all applicable standards of this Section at Ultimate Build-Out, rather than only during the initial phase of development.

6. Application Requirements

In addition to the standard site plan submission requirements, an application for a Data Center shall include the following information to demonstrate compliance with this Section:

- A. A pre-construction acoustic study prepared in accordance with subsection (7.A).
- B. A written statement describing the Ultimate Build-Out of the site, including the maximum anticipated Designed Electrical Load Capacity, total floor area, and the number, size, and location of all proposed mechanical equipment, cooling systems, electrical infrastructure, and Backup Generators, regardless of whether all phases are proposed for immediate construction.
- C. The utility-related information and documentation required by subsection 11(A), below.
- D. A narrative describing the proposed water supply and cooling system, including anticipated water demand, water source, wastewater generation, and discharge methods, if applicable.
- E. A Development Agreement, drafted by the City Attorney and signed by the applicant, together with any supporting documentation necessary to demonstrate compliance with this Section.

7. Noise and Acoustic Standards

This subsection is intended to directly address operational noise concerns typically associated with Data Centers, including mechanical equipment, cooling systems, electrical infrastructure, and Backup Generators. Because pre-construction predictive modeling cannot fully account for actual operating conditions, both pre-construction and post-construction requirements shall apply.

- A. Pre-Construction Acoustic Study. Prior to Special Land Use or PUD approval and site plan approval, the applicant shall submit an acoustic study prepared by a qualified acoustical engineer that:
 - 1) Documents existing Ambient Sound Levels at the Data Center property lines and at any Residential District boundary located within one thousand (1,000) feet of the site, based on measurements representative of both daytime and nighttime conditions.
 - 2) Models the anticipated sound level contribution of the proposed facility at full Ultimate Build-Out, including all mechanical, cooling, electrical, and Backup Generator equipment, at the Data Center property lines and at any Residential District boundary located within one thousand (1,000) feet of the site.
 - 3) Identifies any anticipated Tonal Component, low-frequency noise, vibration, or other sound characteristics that may increase the perceptibility or impact of facility noise and proposes specific mitigation measures, including equipment selection, enclosures, barriers, screening, and equipment orientation.
 - 4) Demonstrates compliance with the performance standards of subsection 7.B, including any applicable adjustments for Tonal Components, low-frequency noise, or other characteristics that increase noise perception.
- B. Performance Standards.
 - 1) The facility shall comply with the noise performance standards of Section 1807.6.

- 2) Where residentially zoned or residentially used property is located within one thousand (1,000) feet, the City Council may impose a more restrictive numerical sound limit or additional mitigation as a condition of approval only upon a finding, supported by the required acoustic study, that the condition is necessary to satisfy Sections 1818 and 1837.7. Any such condition shall identify the applicable numerical limit, measurement location, measurement duration, time period, and adjustment for Tonal Components or low-frequency sound.
 - 3) Tonal Components, low-frequency noise, vibration, or other characteristics that increase the perceptibility or impact of facility noise may require additional mitigation, even where overall dB(A) limits are satisfied. Any additional mitigation required under this paragraph shall be supported by the acoustic study, stated in specific and enforceable terms, and reasonably necessary to satisfy Sections 1818 and 1837.7.
 - 4) Compliance measurements shall be conducted in accordance with industry-recognized environmental sound measurement practices using properly calibrated equipment and under conditions reasonably calculated to produce reliable and repeatable results.
- C. Post-Construction Acoustic Verification. Pre-construction modeling shall not be considered conclusive evidence of continued compliance. Accordingly:
- 1) Within ninety (90) days of the facility first achieving substantial operation, defined as IT load reaching fifty percent (50%) or more of the initial phase's Designed Electrical Load Capacity, the applicant shall commission and submit to the City an independent post-construction acoustic verification study performed under representative operating conditions at the highest reasonably achievable load at the time of testing, at the same measurement locations used in the pre-construction acoustic study, but in no event later than twelve (12) months after issuance of the certificate of occupancy, unless the City approves a later date for good cause.
 - 2) If the post-construction study demonstrates non-compliance with subsection 7.B, the applicant shall submit and implement a mitigation plan subject to City approval and shall complete a follow-up verification study within one hundred eighty (180) days confirming compliance.
 - 3) The City may require an additional verification study, at the applicant's expense, following any subsequent expansion, significant equipment replacement, change in operational characteristics, or substantiated complaint.
 - 4) The Development Agreement for any Data Center shall include the City's right to conduct, or retain a third party to conduct, unannounced sound level monitoring at the applicant's expense not more than twice per calendar year, unless additional monitoring is warranted due to a substantiated complaint or compliance concern.
- D. Complaint Response Protocol. The operator shall designate a local or readily reachable point of contact responsible for responding to noise complaints. The operator shall respond to any complaint referred by the City within one (1) business day. Three (3) or more substantiated complaints within any twelve (12) month period shall require a mandatory re-verification study under subsection 7.C at the operator's expense.

8. Backup Generators and Emergency Power

Backup Generators are necessary infrastructure but are also a principal source of potential nuisance complaints if not properly regulated. Accordingly:

- A. Routine, non-emergency testing and load-bank testing of Backup Generators shall occur only Tuesday through Thursday between 11:00 a.m. and 3:00 p.m., excluding federal holidays.
- B. Routine testing shall not exceed thirty (30) minutes per Backup Generator per week, except where additional operation is required due to a documented mechanical or operational necessity. Testing exceeding this limitation shall require advance written notice to the City.

- C. The operator shall provide the City with written notice at least seventy-two (72) hours in advance of any scheduled testing outside routine parameters, including annual load-bank testing.
- D. Backup Generators shall be equipped with exhaust silencers and, where necessary to comply with subsection 7, acoustic enclosures, barriers, or other approved mitigation measures.
- E. Nothing in this subsection shall restrict Backup Generator operation during an actual utility outage or bona fide emergency.
- F. Fuel storage shall comply with all applicable fire code requirements and Michigan Department of Environment, Great Lakes, and Energy (EGLE) requirements. Prior to occupancy, the applicant shall provide the Fire Department with a site-specific pre-incident plan.

9. Visual Impact, Screening, and Fencing

- A. All Backup Generators, transformers, mechanical equipment, including chillers, condensing units, and other cooling equipment, and other utility equipment located outside of a building shall be screened from view from any public or private roadway and any adjacent property through a combination of building design, opaque walls or fencing, and landscaping. Screening shall be of sufficient height and opacity to substantially conceal the equipment and achieve compliance with the noise and acoustic standards of subsection 7.
- B. Where equipment is located on the roof of a building, screening shall be accomplished through a parapet wall, screen wall, or comparable architectural enclosure of sufficient height to conceal the equipment from view at grade from adjacent public streets, private roads, and properties. Such screening shall be visually consistent with the building's architecture.
- C. Perimeter security fencing shall not exceed eight (8) feet in height, exclusive of approved anti-climb security features. Fencing shall be located behind the required landscape buffer adjacent to any public street right-of-way or private road easement. Barbed wire, razor wire, concertina wire, electrified fencing, and similar security devices are prohibited.
- D. Building facades visible from a public street, private road, or adjoining property shall incorporate architectural articulation, including variations in materials, offsets, reveals, fenestration, or comparable design elements. No building facade shall consist of an unarticulated blank wall exceeding one hundred (100) feet in length.
- E. Where a Data Center involves conversion of an existing building rather than new construction, subsection 9.D shall apply only to new construction, building additions, or facade areas materially altered as part of the conversion. For an existing facade retained without material alteration that does not meet subsection 9.D, the Planning Commission and City Council may approve alternative compliance upon finding that literal compliance is not structurally or economically feasible and that the proposed alternative, which may include landscaping, decorative screening, wall treatments, lighting, or comparable mitigation, reasonably advances the visual compatibility purposes of this Section.

10. Water Supply and Cooling Systems

- A. The applicant shall identify the proposed cooling technology, including air-cooled, evaporative, liquid, hybrid, or other systems, and provide an estimate of average and peak daily water demand at Ultimate Build-Out.
- B. Where municipal water or sanitary sewer capacity may be affected, the applicant shall coordinate with the City's Department of Public Works and the City's consulting engineer to demonstrate adequate capacity exists or will be provided at the applicant's expense.
- C. Data Centers are encouraged to use closed-loop dry cooling or other water-efficient cooling technologies to minimize potable water consumption. Where potable municipal water is proposed

for non-contact cooling purposes, the applicant shall demonstrate why more water-efficient alternatives are not technically or economically feasible.

- D. Water efficiency and long-term water demand may be considered by the Planning Commission and City Council as part of Special Land Use or PUD review.

11. Electrical Infrastructure Impact

- A. The applicant shall request and, if provided by the serving electric utility, submit written confirmation that adequate electrical capacity exists or can be made available to serve the facility at full Ultimate Build-Out. The applicant shall also request that the utility identify any necessary infrastructure improvements, the costs assigned to the applicant under the utility's applicable tariffs, rules, and applicable law, and whether the proposed service is anticipated to adversely affect service reliability or impose additional costs on existing customers. If the utility declines or is unable to address any of these matters in writing, the applicant shall document its request and the utility's response and submit any other reasonably available utility correspondence, service-availability determination, engineering study, or service agreement addressing the requested service.
- B. Any electric substation, transmission, or distribution infrastructure required solely to serve the facility shall be constructed at the applicant's expense and shall be sited and screened consistent with subsection 9 to the extent reasonably possible when located on the same or adjacent parcel.

12. Emergency Services and Public Safety

- A. The applicant shall provide a written emergency response plan and meet with the Fire Department and Police Department to review site access, fire suppression systems, hazardous materials, including fuel storage and battery systems, and any specialized equipment or training necessary to respond safely to an incident at the facility.
- B. The applicant shall provide and periodically update as-built emergency response information, including site plans, shutoff locations, and hazardous materials inventory, to the Community Development Department and Fire Department.
- C. Any lithium-ion or other battery energy storage system shall comply with applicable fire code requirements for stationary storage battery systems and shall be reviewed by the Building Official and Fire Chief prior to installation.

13. Parking and Loading

As part of its approval of a Special Land Use or PUD, the City Council may, following review and recommendation by the Planning Commission, approve a modification of the otherwise applicable parking or loading requirements only upon written findings that the number and design of the proposed spaces or loading areas are adequate for the facility's maximum anticipated employment, visitors, deliveries, maintenance, and emergency operations at Ultimate Build-Out; that the modification will not impair access, circulation, public safety, or neighboring property; and that all applicable accessible-parking and fire-access requirements remain satisfied.

14. Required Disclosure of Future Build-Out

- A. An applicant shall disclose all planned, approved, or reasonably foreseeable future phases, expansions, and increases in electrical capacity associated with the site. The disclosure shall provide sufficient information for the City to evaluate the facility's full potential build-out. A material misrepresentation or omission discovered before final approval may constitute grounds for denial or the imposition of appropriate conditions. A material misrepresentation or omission discovered after

approval shall constitute a violation subject to the enforcement and revocation procedures in the Development Agreement.

- B. The Planning Commission and City Council shall evaluate the application based on the anticipated Ultimate Build-Out of the facility and may condition approval of an initial phase on a demonstration that subsequent phases can comply with all applicable requirements of this Section.

15. Development Agreement

A Development Agreement is required for every Data Center facility and shall be a condition of Special Land Use or PUD approval. The Development Agreement shall establish enforceable obligations, restrictions, performance standards, and commitments applicable to the facility. The Development Agreement shall be recorded against the property, shall run with the land, and shall bind the applicant, property owner, operator, and their successors and assigns. The provisions listed below establish the minimum required contents of the Development Agreement and shall not limit the City's authority to require additional terms, conditions, restrictions, financial assurances, monitoring requirements, or obligations reasonably related to the proposed development, anticipated impacts, or Special Land Use or PUD approval. At a minimum, the Development Agreement shall address:

- A. A description of the project, including the applicant, property owner, operator, site location, and general nature and scope of the proposed Data Center use.
- B. The planned Designed Electrical Load Capacity, in Megawatts, for the initial phase and Ultimate Build-Out of the site.
- C. A reference to the approved site plan governing the facility, including the date of approval and any subsequent amendments.
- D. The specific noise performance standards, mitigation requirements, and post-construction verification requirements applicable to the site, which may be more, but not less, restrictive than subsection 7.
- E. Generator testing protocols specific to the site.
- F. Operational conditions applicable to the facility, including hours of routine testing, maintenance, delivery activity, and other site-specific operational restrictions.
- G. The City's right of periodic inspection and monitoring, at the operator's expense, as described in subsection 7.
- H. Remedies for noncompliance, including written notice of the violation, a reasonable opportunity to cure, enforcement proceedings, and, where warranted, revocation of the Special Land Use approval or enforcement of the PUD approval and Development Agreement. Except where immediate action is necessary to address an imminent threat to public health or safety, the City shall provide written notice to the operator and property owner identifying the alleged violation and allowing not less than thirty (30) days to cure. If the violation cannot reasonably be cured within thirty (30) days, the cure period may be extended if the operator commences corrective action within that period and diligently proceeds to completion. If a material violation remains uncured, the City Council may revoke the Special Land Use approval following notice and a public hearing. Any revocation shall be supported by written findings that the violation is material, remains uncured, and cannot be adequately addressed through a lesser enforcement remedy. Nothing in this subsection limits the City's authority to pursue any other remedy authorized by this Ordinance, the Development Agreement, or applicable law.
- I. Any additional project-specific provisions, conditions, representations, restrictions, performance standards, or commitments that the City determines are necessary to protect the public health, safety, and welfare or implement the intent of this Section, including commitments made by the

applicant during the Special Land Use or PUD review process, all of which shall be binding upon the operator and its successors and assigns.

Section 8. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 9. Severability.

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

Section 10. Savings.

Nothing in this Ordinance shall impair any final approval, permit, or vested right existing on its effective date or abate any pending violation, enforcement proceeding, liability, or remedy. Except to the extent required by a vested right established under Michigan law, an application that has not received final approval before the effective date shall be reviewed under this Ordinance.

Section 11. Effective Date.

The provisions of this Ordinance are hereby ordered to take effect upon the expiration of seven (7) days after publication in the manner prescribed by the Charter of the City of Auburn Hills and as required by law.

Section 12. Adoption.

This Ordinance is hereby declared to have been adopted by the City Council of the City of Auburn Hills at a meeting thereof duly called and held on the 24th day of August 2026 and ordered to be given publication in a manner prescribed by the Charter of the City of Auburn Hills.

AYES: 6 (Ferguson, Fletcher, Hawkins, Knight, Marzolf, Verbeke)
NAYES: None
ABSENT: 1 (Moniz)
ABSTENTIONS: None

STATE OF MICHIGAN)

) ss.

COUNTY OF OAKLAND)

I, the undersigned, the duly qualified Clerk of the City of Auburn Hills, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of Ordinance No. 26-951 adopted by the Auburn Hills City Council on the 24th day of August 2026, the original of which is in my office.

Eugene Hawkins, III, Mayor

Laura M. Pierce, City Clerk



ATTACHMENT C

CITY OF AUBURN HILLS

1827 N. SQUIRREL ROAD

AUBURN HILLS, MI 48326

248.370.9402

At a regular meeting of the City Council of the City of Auburn Hills, Oakland County, Michigan, held in City Council Chamber at 1827 N. Squirrel Road, Auburn Hills, MI 48326 at 7:00 PM, on the 24th day of August, 2026. The following resolution was offered by Council Member Fletcher and seconded by Council Member Marzolf:

**RESOLUTION OF NECESSITY AND AUTHORIZATION
TO COMMENCE EMINENT DOMAIN PROCEEDINGS**

WHEREAS, the City of Auburn Hills (the “City”) owns and operates several public parking lots in the area of the City bounded by S. Squirrel Road to the west, Juniper Street to the east, Parkway Boulevard and Squirrel Court to the north, and Primary Street to the south. This area of the City is sometimes known as the “Downtown Core.”

WHEREAS, there are also public street parking and private parking facilities in the Downtown Core. Private parking spaces are generally dedicated and assigned to specific users.

WHEREAS, the demand for public parking spaces in the Downtown Core exceeds the available supply, and demand continues to increase as residential and commercial development continues to expand, and downtown community events grow in popularity in what is the City’s main gathering place.

WHEREAS, an undersupply of available public parking spaces leads to frequent vehicle turnover, repeated vehicle relocations, and increased vehicle circulation, which results in unauthorized parking, overstayed time limits, long-term users occupying spaces intended for business patrons, and enforcement challenges. These conditions cause greater congestion, inconvenience, and increase the likelihood of accidents and injury.

WHEREAS, the undersupply of parking in the Downtown Core has a significant negative impact on residents and businesses located in the Downtown Core, residents of the City, and the public at large. When parking is perceived as difficult, inconvenient, or unreliable, customers avoid businesses in the Downtown Core; employees at businesses suffer disruptions and interference with productivity, creating hiring and retention challenges for businesses; and residents must compete with business patrons and employees for parking, rendering residences in and around the Downtown Core less desirable. The undersupply of parking weakens the functionality, vitality, and economic prosperity of the Downtown Core and surrounding areas.

WHEREAS, the City has attempted to address the undersupply of parking in the Downtown Core through means such as enhanced parking management strategies. These strategies include expanded time restrictions on parking spaces, expanded enforcement, and shared parking arrangements, but these strategies are insufficient to address the need for additional parking.

WHEREAS, the City has considered alternatives to address the undersupply of parking in the Downtown Core, including remote parking, leasing private parking spaces, and structured parking. Residents, patrons, and employees are unlikely to use remote parking, particularly during evening hours and during adverse weather. Leased space is subject to termination, modification, and ownership changes, such that it does not provide stable long-term solutions. Parking structure spaces require long timelines to plan, construct, and actually provide additional parking, such that this approach is neither a practical nor timely solution to the immediate need for additional parking in the Downtown Core.

WHEREAS, the City therefore identified the property at 50 Juniper Street, identified as tax parcel number 02-14-36-128-003 (the “Subject Property”), as the most practical location to expand public parking in the area of greatest need. The Subject Property is located within the Downtown Core, immediately adjacent to an existing City parking lot. Its use for public parking would maximize operational efficiency and traffic circulation in the Downtown Core, providing parking that is not remote from areas where there is demand for parking, and avoid the fragmentation of parking that would result from use of sites that are remote from the Downtown Core or are not adjacent to existing public parking.

WHEREAS, the City therefore developed plans to acquire the Subject Property to convert its use to public parking, in conjunction with the existing adjacent public parking lot, to address the demand for parking in the Downtown Core (the “Downtown Parking Expansion Project”).

WHEREAS, the City has determined that it is necessary and essential to the public health, safety, and welfare to acquire fee simple ownership of the Subject Property, subject to certain utility and other interests of record, to proceed with the Downtown Parking Expansion Project.

WHEREAS, under Const 1963, the Home Rule City Act, MCL 117.1 *et seq.*, the Acquisition of Property by State Agencies and Public Corporations Act, MCL 213.21 *et seq.*, the Charter of the City of Auburn Hills, and other Michigan law, the City possesses legal authority to exercise eminent domain to acquire private property for the Downtown Parking Expansion Project.

Now, therefore, by virtue of the City’s authority under Michigan law, it is resolved as follows:

1. The foregoing recitals are ratified, adopted, and confirmed.
2. It is necessary to acquire the Subject Property for the Downtown Parking Expansion Project, for the public health, safety, and welfare.
3. The City’s counsel at Williams Williams Rattner & Plunkett, PC, is authorized and directed to take actions that are required and appropriate in their discretion to acquire the Subject Property so that the City may proceed with the Downtown Parking Expansion Project, including condemnation proceedings under Const 1963, the Uniform Condemnation Procedures Act, MCL 213.51 *et seq.*, and other Michigan law, and to take all required and appropriate actions in any such proceedings and otherwise.
4. Any Resolutions in conflict with this Resolution are revoked to the extent of such conflict.

AYES: 5 (Ferguson, Fletcher, Hawkins, Knight, Marzolf)
NAYES: None
ABSENT: 2 (Moniz, Verbeke)

ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

I, the undersigned, the duly elected Mayor and appointed City Clerk for the City of Auburn Hills, Oakland County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Auburn Hills City Council held on the 24th day of August, 2026.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ____ day of ____, 2026.

Eugene Hawkins, III, Mayor

Laura M. Pierce, City Clerk



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: September 14, 2026

AGENDA ITEM NO 7A1

TAX INCREMENT FINANCE AUTHORITY

**“Not Yet Approved”
CITY OF AUBURN HILLS
TAX INCREMENT FINANCE AUTHORITY MEETING**

August 20, 2026

CALL TO ORDER: Chairman Kneffel called the meeting to order at 5:10 PM.

ROLL CALL: Present: Kneffel, Goodhall, Ferro, Fletcher, Long, Cartwright
Absent: Barash
Also Present: Andrew Hagge, Assistant to the City Manager/TIFA Executive Director; Thomas A. Tanghe, City Manager
Guests: None

LOCATION: Fieldstone Golf Club Board Room, 1984 Taylor Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

None

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes – July 21, 2026

There was no discussion on the approval of the minutes.

**Moved by Mr. Goodhall to approve the TIFA Board of Directors Regular Meeting Minutes from July 21, 2026, as presented.
Seconded by Dr. Fletcher**

**Yes: Kneffel, Goodhall, Fletcher, Long, Cartwright
No: none**

Motion Carried

CONSENT AGENDA

A. FY 2026 Adopted Budget and YTD Summary – July 31, 2026

There was no discussion of the Consent Agenda.

**Moved by Dr. Fletcher to approve the Consent Agenda.
Seconded by Mr. Goodhall**

**Yes: Kneffel, Goodhall, Fletcher, Long, Cartwright
No: None**

Motion Carried

UNFINISHED BUSINESS

None

NEW BUSINESS**A. ChargePoint Renewal**

Mr. Hagge presented the agenda item regarding the renewal of the ChargePoint service contract. The ChargePoint service contract includes maintenance and cloud plans between the TIFA and ChargePoint for the electric vehicle charging stations located in both TIF-A and TIF-D districts. The existing agreement is set to expire in October of 2026. In previous years, the TIFA Board has approved one-year extensions with ChargePoint. One-year extensions give the Board flexibility and optionality if better, more worthwhile service providers come into the market. Additionally, the agreement for one-year of service did not increase and remained stagnant between years 2025, 2026, and going into 2027.

Moved by Mr. Long to approve a one-year renewal of the ChargePoint Cloud Plan and the ChargePoint Assure Maintenance and Management Plan in an amount not to exceed \$8,850.

Seconded by Ms. Cartwright

Yes: Kneffel, Goodhall, Fletcher, Ferro, Long, Cartwright
No: none

Motion Carried

B. Parking Lease Extension – Auburn Square

Mr. Hagge presented the agenda item regarding the parking lease extension for Auburn Square. The current parking space lease agreement between Auburn Square apartments and the TIFA is set to expire on December 31, 2026. Originally, the downtown parking structure and Auburn Square apartments were built as companion pieces. Residents at Auburn Square can directly access each level of the parking structure through direct exits and entrances at Auburn Square. Additionally, Auburn Square is responsible for certain types of maintenance throughout the parking structure, like elevator maintenance for example.

The proposed parking lease extension agreement would span from January 1, 2027 and expire on December 31, 2039. Related, the TIFA Board signed an agreement with The Webster development to lease parking spaces within the parking structure in 2022. The proposed extension with Auburn Square would align with the per-space, per-month rates that are currently in place with The Webster.

Finally, Mr. Hagge noted that before this agreement can be formally executed, the Auburn Hills City Council will need to approve the agreement. That is because the agreement's expiration stretches beyond the sunset of the TIFA districts on December 31, 2031. When the TIFA expires, this agreement, like other TIFA assets, will fold into the city's assets.

Moved by Mr. Long to approve the Parking Space Lease Agreement Extension between the Auburn Hills Tax Increment Finance Authority and Auburn Hills Housing, LLC, upon final review and approval by the City Attorney and authorize the Executive Director to sign the final agreement. Furthermore, recommend approval of the Parking Space Lease Agreement Extension to the Auburn Hills City Council.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Fletcher, Ferro, Long, Cartwright
No: none

Motion Carried

C. Purchase Approval – City Hall Office Remodel

Mr. Hagge presented the agenda item regarding the purchase approval for the City Hall Office Remodel project. This phase of the project contains the offices within the City Manager's Wing within City Hall. That wing includes the City Manager's Office Executive Suite, Human Resources' offices, as well as Economic Development and Community Relations offices. Additionally, this purchase approval memo is only for furniture purchases. Other aspects of this project, including items like floor and wall coverings, were not covered in this memo. Those items will be brought to the TIFA Board at a later TIFA meeting.

The total cost of office furniture for the City Manager's Wing in City Hall came to \$156,207.09. The TIFA Board budgeted \$275,000 within the TIF-D 2026 budget, which will cover all the non-furniture costs of the office remodel project.

Moved by Mr. Ferro to approve the purchase of office furniture for the offices in the City Manager wing at City Hall from ISCG, Inc. 612 N. Main Street, Royal Oak, MI under MiDeal contract numbers 22000000043 and 240000000497, and OMNIA contract number R240108. Total costs shall not exceed \$156,207.09.

Seconded by Mr. Long

Yes: Kneffel, Goodhall, Fletcher, Ferro, Long, Cartwright

No: none

Motion Carried

CORRESPONDENCE & PRESENTATIONS

A. 2027 – 2031 Budget Presentation

Mr. Hagge presented the 2027 through 2031 proposed budget to the TIFA Board of Directors. The budget provided a look-ahead to all the major projects that would take place in all three of the TIFA districts in both 2027 but from 2028 through 2031 as well.

Additionally, the presentation summarized the largest expenditures and revenues for each district in both 2026 and 2027, giving the Board of Directors insight into the year-over-year changes in the budget. Mr. Hagge noted to the Board that a formal motion is not required. Instead, this presentation allows for the Board to receive the necessary budget information, ask questions, and make requests before the budget is adopted during the September 2026 TIFA Board of Directors meeting.

EXECUTIVE DIRECTOR REPORT

Mr. Hagge provided a couple different updates to the Board. First, regarding future agenda items, Mr. Hagge anticipated that more agenda items would cover the floor and wall covering aspects of the City Hall remodel project within the City Manager's Wing. Additionally, Mr. Hagge mentioned that he had been working with Stephanie Carroll, the city's Economic Development Manager and the DDA's Executive Director, to schedule a joint meeting between the TIFA and the DDA in October of this year.

BOARD MEMBER COMMENTS

Mr. Kneffel mentioned to the Board that we ought to schedule a vote to fill the now vacant Vice Chair position that was created with the resignation of Anthony Barash. Additionally, the Board asked for an update regarding The DEN renovation project. Mr. Hagge will get DPW representation at the upcoming September meeting to provide an update to the Board.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, September 8, 2026, at 5:30 p.m. in the City Hall Administrative Conference Room located at 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT

Moved by Dr. Fletcher to adjourn the TIFA Board meeting.

Seconded by Mr. Long

Yes: Kneffel, Goodhall, Ferro, Fletcher, Long, Cartwright

No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 6:37 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Assistant to the City Manager



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7A2

PUBLIC SAFETY ADVISORY COMMITTEE

"Not Yet Approved"

CITY OF AUBURN HILLS

**PUBLIC SAFETY ADVISORY
COMMISSION MEETING**

August 25th, 2026

CALL TO ORDER: Chairperson Boelter called the meeting to order at 5:02 pm.

ROLL CALL: Mr. Jay Boelter, Present
Mr. Donearl Johnson, Present
Ms. Elaine Evans, Not Present
Mr. Ron Moniz, Not Present
Ms. Gail Cartwright, Present

Also Present: Police Chief Ryan Gagnon
Deputy Police Chief Scott McGraw
Lt. Brad Brasil
Fire Chief Trevin Robinson
Deputy Fire Chief Mike Strunk
Administrative Officer Owen Milks
CPT Bryan Shambeck
LT Brittany Ebersole
Police Department Clerk Tom Tinari

LOCATION: Public Safety Community Room.

APPROVAL OF MINUTES: CARTWRIGHT moved to approve the minutes from May 26th, 2026 with no corrections.

Supported by JOHNSON.

VOTE: Yes: All
No: None

Motion carried (3-0)

ADDITIONS TO THE AGENDA:

None

COMMUNICATIONS (PERSONS WISHING TO BE HEARD)

Chairperson Jay Boelter, as a resident, congratulated Fire Department on their successful presentation to get their millage approved.

UNFINISHED BUSINESS

None

NEW BUSINESS

- a. **Motorola APX Portable Radios** - This item was presented by Administrative Officer Owen Milks.
 - a. Purchase of 3 Motorola APX6000 XE portable radios
 - i. 6 Impress portable radio batteries.
 - ii. 3 Motorola Impress Speaker Microphones to Mobile Communications America (MCA)
 - b. MIDEAL quote of \$241450.45
 - i. This purchase is a planned 2026 expense.

Discussion with questions and answers ensued regarding how many total needed for the department and if we have enough with only purchasing 3, the cost per radio, etc.

Motion: JOHNSON moves to recommend to City Council the purchase of 3 Motorola APX6000 XE portable radios, 6 Impress portable radio batteries, and 3 Motorola Impress Speaker Microphones from Mobile Communications America (MCA) for an amount not to exceed \$24,450.45 from line 101-339-978.000.

Supported by CARTWRIGHT.

VOTE: Yes: All
No: None

Motion carried (3-0)

- b. **Purchase of Ballistic Protective Equipment** - This item was presented by LT Brittany Ebersole.
 - a. Purchase of 8 ballistic vests, 16 rifle plates, 8 ballistic helmets, 8 gear storage bags, and 4 casualty collection point (CCP) bags
 - b. 5 Vendors provided pricing for the equipment. However, only North American Rescue and The Armor Express met all the mandatory equipment specifications.
 - c. The Armor Express price proposal was based on Southeast Michigan Emergency Medical Supplies Cooperative (SMEMS) and MITN Purchasing

Cooperative pricing that resulted in savings of \$6,607.02 to the City versus North American Rescue pricing.

Discussion with questions and answers ensued regarding who the current vendor is, what equipment is on the vests and when they are utilized.

Motion: CARTWRIGHT moved to recommend to City Council the purchase of ballistic protective equipment from Armor Express in the amount of \$10,000 from line item 101-651-799.000 and \$8,778.76 from line item 101-339-799.000 for a total amount not to exceed \$18,778.76.

Supported by JOHNSON.

VOTE: Yes: All
No: None

Motion carried (3-0)

- c. **Purchase of 2026 Rosenbauer Pumper Commander Fire Engine.** This item was presented by Captain Bryan Shambeck.
- a. The new fire engine will replace the department's current Engine 3, a 2015 Rosenbauer Commander that currently has over 90,000 miles, as a frontline apparatus.
 - b. Rosenbauer has estimated a 10% to 12% price increase in early 2027, driven primarily by tariffs and increased material costs, including the increased cost of aluminum sourced from Canada. Based on the current purchase price, this increase would result in an additional cost of approximately \$129,172 to \$155,007
 - c. The proposal provides for delivery within 900 calendar days following final approval of the production specifications. Based on the anticipated production schedule, the department estimates delivery of the new engine in the spring of 2029.

Discussion with questions and answers ensued about keeping the 2015 engine in a lesser role and that locking in the price now is good too pending increases in the next year.

Motion: JOHNSON moved to recommend to City Council the purchase of one (1) Rosenbauer Commander Pumper Fire Engine from Emergency Vehicles Plus through the Sourcewell Government Cooperative Purchasing Program at a cost of \$1,291,723, with an additional \$4,858 from Majik Graphics for decal work.

Supported by CARTWRIGHT.

VOTE: Yes: All
No: None

Motion carried (3-0)

d. **Purchase Police Department Office Furniture and Workstations.** This item was presented by Police Chief Ryan Gagnon.

- a. The Police Department's Front Desk office furniture and workstations need to be updated and redesigned. The current workspaces were originally installed in 2001 when the Public Safety Building was built.
- b. On April 30, 2026, the Police Department, in cooperation with DPW, received a quote from ISCG Workplace Design + Furnishing through the MiDeal Extended Purchasing Program. The quote includes shipping and installation of the furniture.
- c. \$43,000 was requested in the 2027 budget to update the office furniture and workstations.

Discussion with questions and answers ensued asking if this is the same company as the other furniture as it was, 12 year warranty and we already bid for this earlier.

Motion: CARTWRIGHT motioned on the contingent on the approval of the 2027 budget, move to recommend to the City Council the purchase of Haworth office furniture from ISCG Workplace Design + Furnishing in an amount not to exceed \$40,958.68.

Supported by JOHNSON.

VOTE: Yes: All
No: None

Motion carried (3-0)

REPORTS FROM THE DEPARTMENTS

a. **Fire Update.** Fire Chief Trevin Robinson presented the Fire Department update.

Discussion with questions and answers ensued regarding new hires, light duty and the status of the 3 fire station upgrades. Also, the state will be paying for a new ambulance for the city.

a. **Police Update.** Chief Ryan Gagnon presented the Police Department update.

Discussion with questions and answers ensued staffing, budget and questions on Flock to better understand it's use and abilities.

Motion: CARTRIGHT motioned to adjourn the meeting.

Supported by JOHNSON

VOTE: Yes: All
No: None

Motion carried (3-0)

ADJOURNMENT 6:33 pm.

Respectfully Submitted,
Tom Tinari
Police Department Clerk



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7A3

BROWNFIELD REDEVELOPMENT AUTHORITY

"Not Yet Approved"
**CITY OF AUBURN HILLS
BROWNFIELD REDEVELOPMENT AUTHORITY MEETING**

August 25, 2026

CALL TO ORDER: Chairman Slocum called the meeting to order at 6:02 p.m.

ROLL CALL:

Present:	Hopper, Schaarr, Knight, and Slocum
Absent:	Schindler
Also Present:	Stephanie Carroll, Economic Development Manager, Ryan Higuchi, AKT Peerless
Guests:	Theresa Bruce, Premier Construction

LOCATION: Auburn Hills City Hall, Administrative Conference Room-1827 North Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

None

APPROVAL OF MINUTES

Item 3a. Brownfield Redevelopment Authority Regular Meeting Minutes – July 21, 2026.

Moved by Mr. Hopper to approve the July 21, 2026, minutes as presented.

Seconded by Mr. Schaar.

Yes: Hopper, Slocum, Knight, and Schaar

No: None

Motion Carried

4. CORRESPONDENCE AND PRESENTATIONS

Mr. Higuchi updated the board on submitting the EPA Clean Up Grant for 2041 Auburn Road in 2027. The guidance for applying in FY2027 should be out after Thanksgiving. He will review and note any changes. If there are no changes, he will update our application to include the information gathered during the debriefing call. Ms. Carroll mentioned that she included the required match in the 2027 budget should we be awarded any funding. Since funding for awards has decreased, the group discussed maybe splitting the project into two parts. The Board agrees that we should pursue grant funding in 2027.

Ms. Carroll presented the Board with the 2027 Budget for their review and consideration. She reviewed each project included in the budget. Ms. Carroll recommended approval of the FY 2027 Brownfield Redevelopment Authority Fund budget as presented, subject to ongoing review of revenues, expenditures, project status, and projected fund balance. She believes this recommendation balances financial stewardship, redevelopment investment, and environmental stewardship. The recommended budget positions the Authority to continue making strategic investments in Auburn Hills redevelopment while maintaining a strong financial reserve and the flexibility to address future brownfield redevelopment opportunities.

Moved by Mr. Schaar to approve the proposed 2027 budget as presented. Furthermore, recommend that the City Council include this budget for adoption in the City's overall budget documents.

Seconded by Mr. Hopper.

Yes: Schaar, Knight, Hopper, and Slocum

No: None

Motion Carried

FINANCIAL REPORT**Item 5a. FY 2026 Adopted Budget and YTD Summary -July 31, 2026.**

Ms. Carroll presented the financial report for the period ending July 31, 2026. She noted that the Authority was in a good financial position.

Moved by Mr. Schaar to receive and file the Brownfield Redevelopment Authority financial report for the period ending July 31, 2026.

Seconded by Mr. Hopper.

Yes: Schaar, Knight, Hopper, and Slocum

No: None

Motion Carried

UNFINISHED BUSINESS

None

NEW BUSINESS**Item 7a. Brownfield Plan Amendment for Bill Saad Properties, LLC 4 Parcels at Joslyn and Pacific Roads, Auburn Hills, Michigan**

Ms. Carroll introduced Ms. Bruce, who was present on behalf of the petitioner. She then reviewed the request to amend the Brownfield Plan for the new gas station and convenience store at Joslyn and Pacific Roads. Mr. Higuchi provided an overview and presentation outlining the changes and the need for the amendment. He explained that changes to PA 381 now allow non-core communities to include certain eligible activities. The amendment request includes those activities. Ms. Carroll reminded the Board that this is a traditional Brownfield Plan and that no up-front dollars are being granted to the developer. Ms. Carroll noted that the amendment supports the remediation of environmentally challenged property, facilitates private investment, provides for public infrastructure improvements, and generates future tax increment revenue that will benefit both the Brownfield Redevelopment Authority and its Local Site Remediation Revolving Loan Fund.

Moved by Mr. Hopper to approve Amendment No. 1 for the Bill Saad Properties, LLC Redevelopment of four parcels at Joslyn and Pacific Roads, including Parcels 02-14-04-451-023, 02-14-04-451-024, 02-14-04-451-025, and 02-14-04-451-026, and forward the plan to City Council for review and recommended approval. Additionally, authorize the Executive Director to execute the reimbursement on behalf of the Brownfield Redevelopment Authority.

Seconded by Mr. Schaar.

Yes: Schaar, Knight, Hopper, and Slocum

No: None

Motion Carried

DIRECTOR UPDATES

None.

BOARD MEMBER COMMENTS

Mr. Schaar requested an update from the developer regarding the car wash site on Auburn Road. Ms. Carroll indicated she would reach out to Mr. Toma to request a summary of activities at the site.

ADJOURNMENT

Moved by Mr. Schaar, and there being no objections, the Brownfield Redevelopment Authority Board of Directors meeting adjourned at 7:05 p.m.

Stephanie Carroll
Executive Director



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7B

CITY CLERK'S OFFICE

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Laura M. Pierce, City Clerk
Submitted: September 4, 2026
Subject: Motion – To approve the Resolution for Charitable Gaming License

INTRODUCTION AND HISTORY

The Crossroads Pregnancy Center Inc, dba Crossroads Care Center (a 501c3 Non-Profit Organization) is requesting recognition by the City as a nonprofit organization operating in the community for the purpose of obtaining a Charitable License to hold a raffle fundraiser. The State of Michigan requires approval from the local governing body of the City where the organization's permanent address is registered, 3205 South Blvd, Auburn Hills, MI.

STAFF RECOMMENDATION

Staff recommend approval of the attached resolution recognizing the Crossroads Pregnancy Center Inc as a nonprofit organization for the purpose of obtaining a charitable gaming license.

MOTION

Move to approve the attached resolution recognizing Crossroads Pregnancy Center Inc as a nonprofit organization, operating in the community, for the purpose of obtaining a charitable gaming license.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER



August 26, 2026

Auburn Hills Community Center
Attn: Ms. Laura M. Pierce – City Clerk
1827 N. Squirrel Rd.
Auburn Hills, MI 48326

Re: City of Auburn Hills – City Council Meeting (Consent Agenda Listing Request) for Monday, Sept. 14, 2026 for Crossroads Pregnancy Center Inc. dba Crossroads Care Center (a 501c3 Non - Profit Organization) located at 3205 S. Blvd., Auburn Hills, MI 48326 – seeking State of Michigan Charitable Gaming Division – Local Governing Body Resolution – Approval Vote for Charitable Gaming Licenses.

Dear Ms. Pierce,

Crossroads Pregnancy Center Inc hereby requests City of Auburn Hills – City Council Meeting (Consent Agenda Listing ~~Request~~) concerning the above captioned State of Michigan Charitable Gaming License Application requirement for Local Body Governing Body Resolution Vote – Approval or Disapproval for your upcoming Monday, Sept. 14, 2026 (7:00 PM) meeting.

I'm available to answer any questions prior to the Sept. 14, 2027 – City of Auburn Hills – Council Meeting. Also, I will attend the meeting to answer any City Council Member questions prior to the vote to be recognized as a nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses from the State of Michigan – Charitable Gaming Division – Full Application pending post vote.

Sincerely,

A handwritten signature in black ink, appearing to be "Lee Ekstrom", written over a white background.

Lee Ekstrom
CEO/Executive Director

Encl: State of Michigan – Local Governing Body Resolution for Charitable Gaming Licenses



State of Michigan
Bureau of State Lottery
101 E. Hillsdale • P.O. BOX 30023 • Lansing, Michigan 48909
www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



June 23, 2026

Organization ID: 143414

President
Crossroads Pregnancy Center Inc
3205 South Blvd
Auburn Hills, MI 48326



Dear President,

We have received documentation to qualify your organization as a Local Civic organization to conduct gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

To complete the qualification process, please submit the following information:

- ✓ 1. If incorporated, a complete filed copy of your Articles of Incorporation, including all amendments.
- ✓ 2. A provision in the bylaws, constitution, or Articles of Incorporation, that all assets, and real property will revert to the local government or another nonprofit organization should the organization dissolve.
- ③ - SCHEDULE MEETING
3. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.
4. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990's, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.
5. A written statement defining your membership criteria, if any. The charitable gaming rules require the licensed gaming event chairperson(s) be a bona fide member for 6 months. If you do not have general membership criteria, your chairperson(s) must be members of your board of directors.
6. Proof of a current bank account in the name of the organization.
7. All documents to qualify, and all applications, raffle tickets, advertising, etc. must be in the legal name of the nonprofit organization, Crossroads Pregnancy Center Inc, not a dba. We do not qualify organizations or issue licenses in dba's or assumed names.
8. Be sure all applications are signed by the Board President.

Please enclose a copy of this letter with the requested information and mail or fax to 517-267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 143414 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517-335-5780.

Sincerely, Charitable Gaming Division



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

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

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

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

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

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

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

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

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

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



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7C

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Timothy Wisser, Manager of Municipal Properties
Submitted: September 9, 2026
Subject: Motion – Award of the 2026 Parking Lot Pavement Preservation Services Contract

INTRODUCTION AND HISTORY

The Department of Public Works maintains the parking lots serving the City's parks and municipal facilities. Many of these lots are approaching the point in their life cycle at which resurfacing or reconstruction will eventually be required. Staff's strategy is to prolong those replacements as long as practical by extending the service life of the existing pavement through routine preservation. Hot-applied crack sealing, asphalt-emulsion seal coating, and restriping are the most cost-effective means of achieving this, protecting the pavement from water intrusion and oxidation at a fraction of the cost of reconstruction.

Staff issued ITB No. CAH-08-26-2026-001 as a unit-price contract with a two-year term covering the 2026 and 2027 construction seasons and an optional one-year renewal. Because pavement conditions vary from lot to lot, the City did not provide quantities; each bidder was required to attend a mandatory pre-bid meeting, field-measure every lot, and submit its measured quantities with its bid. The Total Aggregate Bid for the core crack sealing, seal coating, and striping items was established as the defining pricing factor, considered together with each bidder's experience, capability, and references. Work will be authorized each season within available appropriations and paid only for quantities actually performed at the unit prices bid.

The ITB was posted on MITN on August 12, 2026, and the mandatory pre-bid meeting was held August 18, 2026, at the Public Safety Building. Four sealed bids were publicly opened by the City Clerk on August 26, 2026, and are summarized below.

Bidder	Location	Total Aggregate Bid
Titan Pavement	Waterford, MI	\$69,738.00
Thompson Asphalt Products LLC *	Coldwater, MI	\$65,041.35
A&R Sealcoating, LLC	Waterford, MI	\$98,622.40
Alpha Paving LLC	Goodrich, MI	\$291,724.13

The apparent low bid from Thompson Asphalt Products contains a material pricing error. The seal coating item is bid per square yard. Thompson entered a unit price of \$0.15 per square yard on its Pricing Form, but its extended amount of \$49,050.90 was calculated on a per-square-foot basis. Section II.1.c of the ITB provides that when the unit price and the extended amount disagree, the unit price governs. Applied as written, Thompson's seal coat price would be \$5,450.10 and its Total Aggregate Bid \$21,440.55 roughly one-third of the next lowest bid and not a price at which the work can be performed to specification.

Staff met with Thompson on September 1, 2026, to review its bid, and Thompson confirmed that the \$0.15 price was intended to be per square foot. Because the bids were sealed and publicly opened, the City cannot allow a bidder to revise a unit price after the bid opening. Doing so would be unfair to the three other bidders and would expose the award to protest. Beyond the pricing error, staff also has reservations about Thompson's ability to complete the work within the remaining 2026 season. Thompson is based in Coldwater, approximately three hours from Auburn Hills, and did not demonstrate during the interview that it could mobilize and complete the lots on the required schedule. For these reasons, staff cannot recommend award to Thompson.

Titan Pavement of Waterford is the lowest responsive and responsible bidder at \$69,738.00. Titan's field-measured quantities line up closely with those of the other bidders, giving staff confidence in the amounts behind their bid. Titan has been in business since 2014, employs 38 field staff with four crack sealing crews and an in-house striping crew. Titan has successfully completed several projects for the City, including the 2025 pathway repairs, the Library concrete patio, and the new asphalt cart paths at Fieldstone Golf Club in 2026. Based on this record, staff is confident in Titan's ability to complete the 2026 work within the seasonal window.

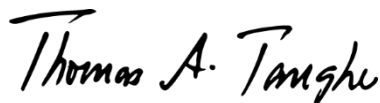
STAFF RECOMMENDATION

Staff recommends award of the contract for 2026 Parking Lot Pavement Preservation Services (ITB No. CAH-08-26-2026-001) to Titan Pavement of Waterford, Michigan, in the not-to-exceed amount of \$69,738.00 (101-266-937.000), for a two-year term covering the 2026 and 2027 construction seasons with an optional one-year renewal at the unit prices bid.

MOTION

Move to award the 2026 Parking Lot Pavement Preservation Services contract (ITB No. CAH-08-26-2026-001) to Titan Pavement of Waterford, Michigan for the current scope of services for projects identified herein in the not-to-exceed amount of \$69,738.00, at the unit prices bid, and to authorize these unit prices be approved for projects over a two-year term covering the 2026 and 2027 construction seasons with one optional one-year renewal.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



City of Auburn Hills

INVITATION TO BID

IMPORTANT DATES		
BID POSTING	WED 8/12/26	MITN
MANDATORY PRE-BID MEETING	TUE 8/18/26 12:00 p.m.	Auburn Hills Public Safety, 1899 N. Squirrel
BIDDER QUESTIONS DUE	FRI 8/21/26 3:00 p.m.	twisser@auburnhills.org
ADDENDA ISSUED BY	FRI 8/21/26 5:00 p.m.	Posted MITN
BID OPENING	WED 8/26/26 9:00 a.m.	City Clerk, 1827 N. Squirrel Rd
ANTICIPATED COUNCIL AWARD	MON 9/14/26	Council Meeting

ITB ID: ITB-CAH-08-26-2026-001

ITB NAME: 2026 Parking Lot Pavement Preservation Services

ITEM: Crack Sealing, Seal Coating, and Pavement Marking — Municipal Parking Lots

DUE DATE: 8/26/2026 — 9:00 a.m. local time

ISSUED BY: Department of Public Works, Municipal Properties Division

CONTACT: Tim Wisser, Manager of Municipal Properties - twisser@auburnhills.org - 248-364-6901

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SECTION I: REQUEST OVERVIEW AND SCHEDULE

The City of Auburn Hills (the "City") is seeking bids from experienced and qualified contractors to furnish all labor, materials, equipment, supervision, traffic control, and incidentals necessary to perform pavement preservation services on municipal parking lots and related paved surfaces throughout the City. The work consists of hot-applied crack sealing, bituminous seal coating, and pavement marking (striping) of parking lots at City-owned facilities and parks.

This is a unit-price contract. The City has not provided lot areas, crack quantities, or stall counts for the locations listed in Section VI. Bidders are solely responsible for field-measuring each location during the site examination period and for determining the quantities upon which their bids are based. The listed locations are not a guarantee of work, and the extent of work authorized under this contract is subject to available budget appropriations. The City will use the unit prices bid, together with the bidder's field-measured quantities, to determine the scope of work to be authorized, and may reduce, defer, add, or delete locations or items to remain within available funds. Payment shall be made only for work actually performed and accepted at the unit prices bid.

The contract term shall be two (2) years from the date of award, covering the 2026 and 2027 construction seasons, with the option to renew for one (1) additional one-year term upon mutual written agreement of both parties. Pricing for any renewal term shall be held firm or adjusted only by mutual agreement, and in no case by more than the change in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average) for the preceding twelve months.

All work authorized for the 2026 construction season shall be substantially complete by **October 15, 2026**. Bidders are advised that seal coating and pavement marking are weather-dependent operations with a limited seasonal application window in Southeast Michigan, and the schedule shall be developed accordingly (see Section IV).

Bidders are expressly advised that not all locations listed in Section VI may be completed during the 2026 construction season. The scope of work authorized in any year is dependent upon available 2026 and 2027 budget appropriations and upon weather conditions, and locations not authorized or not completed in 2026 may be authorized for the 2027 construction season at the unit prices bid. Work authorized for the 2027 construction season shall be substantially complete by October 15, 2027. No claim shall arise from the City's decision to defer any location to a subsequent season or to not authorize any location.

Evaluation Criteria

The City will award to the lowest responsive, responsible bidder whose bid best serves the interests of the City, considering:

- Conformance of the bid to the specifications set forth herein.
- Total Aggregate Bid. The Total Aggregate Bid entered on the Pricing Form, calculated from the unit prices and the bidder's field-measured quantities for the core items identified in the Bid Summary, will be the defining pricing factor in the evaluation, considered together with the bidder's demonstrated capabilities, ability to perform the work, and references for similar work as described below. The City reserves the right to verify or normalize bidder-measured quantities in comparing bids and to reject any bid it determines to be materially unbalanced. Unit prices will govern payment and any additions, deletions, or deferrals of work.
- Demonstrated experience performing pavement preservation work of similar type, scope, and magnitude, particularly on occupied municipal or institutional sites.

- Demonstrated capability and ability to perform the work, including available crews, equipment resources, current workload, and the ability to complete authorized work within the seasonal window.
- References for work of similar type, scope, and magnitude, with particular weight given to comparable public agency clients.
- Any other pertinent information the City determines necessary for evaluation.

The City reserves the right to award by individual bid item, by group of items, by location, or in the aggregate, whichever is determined to be in the best interest of the City.

SECTION II: INSTRUCTIONS TO BIDDERS

1. Preparation of Bids

- a. Bids shall be submitted on the forms provided in this document. All blank spaces on the Pricing Form must be completed in ink or typed. Unit prices shall be stated for every line item; a blank, a dash, or an entry of "no bid" on any individual line item may render the entire bid non-responsive.
- b. Erasures or other changes must be initialed by the person signing the bid form.
- c. In the event of a discrepancy between the unit price and the extended amount, the unit price shall govern.
- d. If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Tim Wisser by email at twisser@auburnhills.org.

2. Submission of Bids

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

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

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

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

Each bid shall consist of one (1) original paper copy, clearly marked "ORIGINAL," and one (1) complete digital copy of the entire bid submission. The digital copy shall be provided in searchable PDF format on a USB flash drive enclosed within the sealed bid envelope. A bid submitted without both the paper original and the digital copy may be deemed non-responsive.

The flash drive shall be labeled with the bidder's name and the ITB number and shall contain the complete bid as submitted in paper form, including the Pricing Form, Bidder Information Form, Certification Form, addenda acknowledgments, certificate of insurance, references, equipment list, product data sheets, and all other attachments. Files shall not be password protected or encrypted.

Bid pricing shall not be transmitted by email, facsimile, cloud storage link, or any other electronic means, and any bid so transmitted will be rejected.

In the event of any discrepancy between the paper original and the digital copy, the signed paper original shall govern in all respects. Flash drives become the property of the City and will not be returned. The City reserves the right to scan all submitted media for malicious content prior to accessing any file and to reject media that cannot be safely or successfully read. The bidder is solely responsible for the readability of the media it submits.

3. Mandatory Pre-Bid Meeting and Site Examination

A mandatory pre-bid meeting will be held at the date, time, and location shown in Section I. Bidders who do not attend will be deemed non-responsive. Following the meeting, bidders are required to visit each location listed in Section VI and satisfy themselves as to existing pavement conditions, actual crack quantities, existing striping layouts, site access, drainage, and any conditions affecting the cost or performance of the work. Submission of a bid constitutes the bidder's representation that such examination has been made. No claim for additional compensation will be allowed for conditions that could have been observed during a site visit.

4. Bidder Responsibility

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

5. Withdrawal of Bids

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

6. Bidder Questions

Any and all clarification questions pertaining to this ITB shall be submitted in writing through email to twisser@auburnhills.org in accordance with the timeline in Section I. Responses will be issued by written addendum posted to the City's website. Oral statements by any City employee or representative shall not be binding and shall not modify this ITB.

7. Exceptions

Bids shall meet or exceed all specifications. Any and all deviations from specifications or from terms and conditions shall be clearly detailed; otherwise it will be considered that the items or services offered are in strict compliance with the specifications.

8. Bidder Costs

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

9. Bid Acceptance / Rejection

The City of Auburn Hills reserves the right to accept or reject any or all bids or alternative bids, in whole or in part, with or without cause; to waive any informality therein; or, for reasons of establishing uniformity, to award the contract to other than the lowest bidder at the sole discretion of the City.

10. Bid Opening

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

SECTION III: GENERAL TERMS & CONDITIONS

1. Contract Documents

This ITB, all addenda issued hereto, the successful bidder's submitted bid, and purchase order together constitute the contract documents. In the event of conflict, the order of precedence shall be: this ITB, and the bidder's submission.

2. Licensing and Compliance with Law

The Contractor shall be properly licensed and registered to perform the work in the State of Michigan and shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to MIOSHA requirements, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), the Americans with Disabilities Act (ADA) and the 2010 ADA Standards for Accessible Design, and all environmental regulations governing the storage, handling, and disposal of sealant and coating materials.

3. Guarantees by the Contractor

The Contractor guarantees that all materials furnished are new, of first quality, and free from defect, and that all work is performed in a workmanlike manner in accordance with these specifications and the material manufacturer's printed instructions.

4. Warranty

The Contractor shall warrant all workmanship and materials for a period of one (1) year from the date of final acceptance of each individual work order. Warranty obligations shall include, at minimum:

- Crack sealing: sealant shall remain bonded to the crack walls, shall not track, pick up under traffic, or be displaced, and shall not fail cohesively. Failure exceeding ten percent (10%) of the sealed linear footage at any location shall be corrected at no cost to the City.
- Seal coating: the coating shall not peel, delaminate, powder excessively, or wear through to bare pavement under normal traffic within the warranty period, excluding areas subject to snowplow scraping, turning-movement scuffing at drive aisles, or petroleum spillage.
- Pavement markings: markings shall retain not less than eighty percent (80%) of applied material and shall not peel or delaminate within the warranty period.

Warranty obligations exist independently of final payment. Warranty repairs shall commence within fourteen (14) calendar days of written notice, or within the next available weather window if outside the seasonal application period.

5. Right to Complete

Should the Contractor fail to prosecute the work in a timely and satisfactory manner, the City may, after seven (7) days written notice and failure to cure, complete the work by other means and charge the excess cost to the Contractor.

6. General Indemnification and Hold Harmless

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 III.7.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 work under this contract.

7. Insurance Requirements

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.

a. Commercial General Liability:

I. \$1,000,000 each occurrence, including Bodily Injury, Property Damage, and Personal Injury

II. \$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 III.7.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.

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.

Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be mailed to: City Clerk's Office, City of Auburn Hills, 1827 North Squirrel Road, Auburn Hills, MI 48326.

8. Independent Contractor

The Contractor is an independent contractor and not an employee or agent of the City. Nothing herein shall create an employment, partnership, or joint venture relationship.

9. Subcontracting and Assignment

The Contractor shall not subcontract, assign, or transfer any portion of the work without prior written approval of the City. All subcontractors are subject to the same insurance, licensing, and performance requirements as the Contractor. The Contractor remains fully responsible for the acts and omissions of its subcontractors.

10. Termination

The City reserves the right to terminate this contract, in whole or in part, at any time, for any and all reasons, with or without cause, and without prior notice, at the sole discretion of the City.

Termination shall be effective upon delivery of written notice of termination to the Contractor.

Upon receipt of notice of termination, the Contractor shall immediately cease all work, secure any work areas in progress, and remove its equipment, materials, and traffic control devices from City property within five (5) business days. The Contractor shall be paid for all work satisfactorily completed and accepted through the effective date of termination at the unit prices bid, less any amounts owed to the City. The Contractor shall have no claim against the City for lost profits, unabsorbed overhead, demobilization, or any other costs or damages arising from termination.

The Contractor's warranty, indemnification, and insurance obligations, and the City's retainage rights under Section III.12, shall survive termination as to all work performed prior to the effective date of termination.

11. Invoicing and Payment

The Contractor shall submit itemized invoices for each completed work order identifying the location, work item, measured quantity, unit price, and extended amount. Invoices shall be accompanied by the Contractor's daily field records, material certifications, and, where applicable, material delivery tickets. Payment will be made within thirty (30) days of receipt of a correct and complete invoice, subject to verification and acceptance of the work by the City's authorized representative. No fuel surcharges, trip charges, mobilization charges, or minimum-day charges will be honored unless separately bid on the Pricing Form and accepted by the City.

12. Retainage

The City will retain ten percent (10%) of the value of each invoice. Retainage for each construction season shall be released in a single payment within thirty (30) days after all locations authorized for that calendar-year season have been completed and have received final acceptance by the City, contingent upon satisfactory performance, completion of all punch list items, and the absence of liens or claims. No retainage will be released on a location-by-location or partial basis within a season.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. Occupied and Operational Facilities

All work locations are active municipal facilities and public parks. The Contractor shall sequence and phase the work in accordance with the following location-specific requirements, which shall be reflected in the phasing and notification plan required under Item 2 below:

- Public Safety Building (Lots A–D, 1899 N. Squirrel Road) — to promote scheduling efficiency, the City is open to full closure of individual lots, one lot at a time, with dates and sequence approved in advance by the City. Emergency vehicle access and the emergency response route shall remain available and unobstructed twenty-four (24) hours per day at all times, and no closure shall proceed without a written phasing plan approved in advance by the City in coordination with the Police Department.
- City Hall (Lots A–D, 1827 N. Squirrel Road) — the City is open to full closure of individual lots, one lot at a time, to promote scheduling efficiency. At least one lot serving the building, including accessible stalls and a compliant accessible route to the building entrance, shall remain open during public operating hours.
- Skate Park (222 N. Squirrel Road) — full closure of the lot is permitted for the duration of the work at that location.
- DPW (1500 Brown Road), Riverside Park (Lots A–B, 3311 Parkways), and Riverwoods Park (300 Riverwoods Drive) — full closure is NOT permitted. Each lot shall be divided into halves and completed one half at a time so that DPW operations continue and the parks remain open to the public at all times, with a marked pedestrian route maintained to park amenities.
- Primary Street Parking (3388 Auburn Road) — parking may be closed in its entirety for work performed on a Sunday, subject to advance approval of the date by the City and the advisory signage requirements of Item 3 below.

- MSF / BBF (Lots A–B, 1800 Valley View) — the City is open to full closure of individual lots, one lot at a time, to promote scheduling efficiency, with dates and sequence approved in advance by the City so that facility operations and access are maintained.

2. Phasing and Notification Plan

Within ten (10) calendar days of award, the Contractor shall submit for the City's approval a written phasing and notification plan identifying, for each location, the proposed work dates, the sequence of lot closures, the number of stalls out of service at each stage, and the proposed traffic control layout. No work shall commence until the plan is approved. The Contractor shall provide the City a minimum of five (5) business days notice prior to mobilizing at any location so that employee and public notifications can be distributed and vehicles relocated.

3. Traffic Control, Barricades, and Signage

The Contractor shall furnish, place, maintain, and remove all barricades, cones, drums, temporary signage, and "NO PARKING" advisory signage required to protect the work and the public, in conformance with the MMUTCD. Advisory signage shall be posted at each affected lot not less than forty-eight (48) hours prior to the start of work at that location. The Contractor shall maintain a pedestrian route to all building entrances at all times, and where the accessible route is affected, shall provide a compliant temporary accessible route.

4. Weather Limitations

The Contractor is responsible for scheduling the work within the weather limitations specified in Section V. Work performed outside those limitations without the prior written approval of the City will be rejected and shall be removed and replaced at the Contractor's expense. The Contractor shall notify the City by 3:00 p.m. the preceding business day of any weather-related schedule change.

5. Working Hours

Normal working hours shall be 7:00 a.m. to 7:00 p.m., Monday through Friday. Night and weekend work may be required or permitted at certain locations to minimize disruption, including Sunday work at Primary Street Parking as described in Item 1 above, and shall be performed at no additional cost unless a separate premium is bid on the Pricing Form. All work shall comply with the City's noise ordinance.

6. Protection of Property

The Contractor shall protect all adjacent surfaces, buildings, curbs, sidewalks, landscape, irrigation heads, light pole bases, bollards, signage, storm structures, and vehicles from overspray, tracking, and damage. Sealer or paint deposited on any surface not intended to receive it shall be removed and the surface restored at the Contractor's expense. Storm structures within the work area shall be protected from sealer intrusion; any sealer entering the storm system shall be reported immediately and remediated at the Contractor's expense.

7. Daily Reporting

The Contractor shall submit a written daily report identifying the location worked, manpower and equipment on site, quantities placed by item, material lot or batch numbers, ambient and pavement temperatures at the start of and during application, and the planned activity for the following day.

8. Cleanup

The Contractor shall remove all debris, sweepings, routing spoils, containers, blotting material, and equipment from each site daily. Sites shall be left in a clean and orderly condition. Debris shall not be placed in City refuse containers or stockpiled on City property.

9. Coordination with Other Work

The City may perform, or may have others perform, concurrent work including asphalt patching, concrete repairs, catch basin repairs, sign installation, and lighting work. The Contractor shall coordinate its operations with such work at no additional cost.

SECTION V: TECHNICAL SPECIFICATIONS

All work shall conform to the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, the referenced ASTM standards, the MMUTCD, and the material manufacturer's published installation instructions, whichever is most stringent. Where a conflict exists, the more stringent requirement governs.

ITEM 1 — HOT-APPLIED CRACK SEALING

1.1 Materials

Crack sealant shall be a hot-applied, single-component, polymer-modified asphalt sealant conforming to ASTM D6690, Type II. Where directed by the City for high-movement transverse cracks, ASTM D6690 Type IV material shall be furnished at the same unit price. The Contractor shall submit the manufacturer's product data sheet and a certificate of compliance for each lot of material prior to use. Approved materials include Crafco RoadSaver 231/522, Deery 101, Sealmaster Hot Pour, or approved equal. Substitutions require written approval.

1.2 Crack Selection

- Cracks between one-quarter inch (1/4") and one and one-half inches (1-1/2") in width shall be sealed.
- Cracks less than one-quarter inch (1/4") in width shall not be sealed and will not be measured for payment.
- Cracks exceeding one and one-half inches (1-1/2") in width, and areas of alligatored, fatigued, or spalled pavement, shall not be sealed. These areas shall be identified, measured, and reported to the City for evaluation under a separate patching contract. Sealing fatigued areas creates a slick, unstable surface and is expressly prohibited.
- Cracks located within areas designated for full-depth patching or resurfacing shall not be sealed.

1.3 Preparation

- Vegetation growing in or adjacent to cracks shall be removed mechanically. Where directed, a non-selective herbicide shall be applied by a licensed applicator not less than seven (7) days prior to sealing.
- Immediately prior to sealing, all cracks shall be cleaned to the full depth of the reservoir using a hot compressed air lance (HCA) capable of delivering air at not less than 3,000 feet per second and 2,000°F, or by oil-free compressed air at not less than 90 psi followed by a hot air lance pass.

- Cracks shall be clean, dry, and free of dust, dirt, vegetation, and old sealant at the time of application. Any crack cleaned but not sealed the same day shall be re-cleaned.
- The Contractor shall not use the hot air lance in a manner that burns or scorches the pavement surface.

1.4 Application

- Sealant shall be heated in an indirect-fired, oil-jacketed, double-boiler melter/applicator equipped with continuous mechanical agitation, a calibrated thermostatic control, and a heated delivery hose and wand.
- Material shall be applied within the manufacturer's recommended application temperature range and shall not be heated above the manufacturer's stated safe heating temperature. Material held above the safe heating temperature, or reheated more than once, shall be discarded at the Contractor's expense.
- The City may require the Contractor to demonstrate melter temperature at any time.
- Sealant shall be applied so that the crack is completely filled to within one-eighth inch (1/8") of the pavement surface. Overfilling that results in a raised bead subject to snowplow damage is not acceptable.
- The overband shall be squeegeed to a uniform band not exceeding four inches (4") in width and one-eighth inch (1/8") in thickness, centered on the crack, with feathered edges.
- Where the crack sealing is to be followed by seal coating at the same location, sealant shall be installed flush or slightly recessed, with the minimum practical overband, and shall be allowed to fully cure before the seal coat is applied.

1.5 Weather Limitations

- Crack sealing shall be performed only when the pavement surface is dry and the ambient temperature is 40°F and rising.

1.6 Opening to Traffic

Sealed areas shall not be opened to vehicular traffic until the sealant is tack-free and will not track or pick up. The Contractor is responsible for all damage resulting from premature opening, including tracked sealant on adjacent pavement, sidewalks, and vehicles.

1.7 Measurement and Payment

Crack sealing shall be measured by the linear foot of crack actually sealed, measured along the centerline of the crack in place, and shall include all cleaning, blowing, material, blotting, traffic control, and cleanup. The Contractor shall also report total pounds of sealant installed per location on each daily report for the City's records; payment shall be by linear foot only. Measurement shall be verified jointly by the Contractor and the City's representative before demobilizing from each location.

ITEM 2 — BITUMINOUS SEAL COATING

2.1 Materials

Seal coat material shall be a commercial-grade asphalt-emulsion based pavement sealer conforming to the test methods of ASTM D2939, formulated for parking lot application and mixed with a polymer/latex additive in accordance with the manufacturer's recommendation. Coal tar based sealers shall not be used.

Mix design shall be submitted for approval prior to the start of work and shall state, at minimum: sealer concentrate manufacturer and product, water dilution rate, silica sand type and loading rate, and additive type and rate. Once approved, the mix design shall not be varied without written approval.

- Water dilution shall not exceed the manufacturer's maximum, and in no case shall exceed thirty percent (30%) by volume of concentrate.
- Silica sand shall be clean, dry, graded aggregate meeting the manufacturer's recommendation, loaded at not less than three (3) pounds per gallon of concentrate.
- Field sampling: the City reserves the right to take samples of the mixed material directly from the distributor tank at any time and to have them tested at the Contractor's expense if the material fails to conform to the approved mix design.

2.2 Surface Preparation

- The entire surface shall be cleaned by mechanical power broom, followed by blowing and hand brooming as necessary, to remove all dirt, sand, loose aggregate, and debris. The surface shall be free of all foreign material at the time of application.
- Vegetation in cracks and along edges shall be removed and the area treated.
- All oil, grease, and fuel-stained areas shall be scraped, cleaned with a commercial degreaser, and primed with an approved oil-spot primer prior to sealing. Sealer applied over untreated petroleum contamination will be rejected.
- All cracks scheduled for sealing under Item 1 shall be sealed and fully cured prior to seal coat application.
- Curbs, gutters, sidewalks, building faces, bollards, light pole bases, signage, storm structures, and all other adjacent surfaces shall be masked or otherwise protected.

2.3 Application

- Seal coat shall be applied in two (2) separate coats unless otherwise directed. The first coat shall be squeegee-applied or squeegee-and-broom applied to work material into the pavement surface. The second coat may be spray-applied.
- The application rate shall be not less than 0.13 gallons of undiluted concentrate per square yard per coat, and the Contractor shall demonstrate total material usage against area covered upon request.
- Each coat shall be allowed to cure sufficiently before the succeeding coat is applied, per the manufacturer's instructions and in no case less than four (4) hours.
- The finished surface shall be uniform in color and texture, free of streaks, runs, ridges, squeegee marks, skips, and pinholes, and shall have a well-defined, straight edge at all perimeter lines.
- Sealer shall be cut in neatly by hand along all curbs, buildings, and structures.

2.4 Weather Limitations

- Seal coat shall be applied only when the ambient and pavement surface temperatures are 50°F and rising, and are forecast to remain above 50°F for the twenty-four (24) hours following application.
- Seal coat shall not be applied if precipitation has occurred within the preceding twenty-four (24) hours or is forecast within the twenty-four (24) hours following application, nor when the pavement is damp.

2.5 Curing and Opening to Traffic

Sealed areas shall remain barricaded and closed to all vehicular traffic for a minimum of twenty-four (24) hours after the final coat, and longer if conditions warrant. Pavement marking shall not be applied until the seal coat is fully cured in accordance with the manufacturer's instructions.

2.6 Measurement and Payment

Seal coating shall be measured by the square yard of surface actually coated, and the unit price shall include surface preparation, cleaning, oil spot priming, masking and protection, both coats, barricading, curing, and cleanup. No separate payment will be made for preparation.

ITEM 3 — PAVEMENT MARKING (STRIPING)

3.1 Materials

Pavement marking material shall be a waterborne traffic marking paint conforming to MDOT 2020 Standard Specifications for Construction, Section 920, and to Federal Specification TT-P-1952E, Type II, in the colors specified. Material shall be applied at a wet film thickness of not less than fifteen (15) mils. Glass beads shall not be applied except where specifically directed by the City. Colors shall be: white for stall lines and legends, yellow for hatching, islands, and no-parking zones, and blue conforming to the ADA standard for accessible stall markings.

3.2 Layout

- Unless otherwise directed, all markings shall be restored to match the existing layout in kind, in the same location, and in the same dimensions. The Contractor shall photograph and document each lot layout prior to seal coating so that the layout can be accurately reproduced.
- Where a lot is to be re-laid-out, layout shall be staked or chalked and approved by the City's representative before paint is applied.
- All accessible parking spaces, access aisles, and accessible routes shall be restored in full compliance. Where the existing layout is found to be non-compliant, the Contractor shall notify the City in writing before striping rather than reproducing the non-compliant layout. Van-accessible spaces shall have an access aisle not less than eight feet (8') wide; standard accessible spaces shall have an access aisle not less than five feet (5') wide. Access aisles shall be marked to discourage parking and shall connect to a compliant accessible route.
- Fire lanes, no-parking zones, and stop bars shall conform to the MMUTCD and to the requirements of the Fire Marshal.

3.3 Application

- Surfaces shall be clean, dry, and free of dust, dirt, and loose material at the time of application.

- Paint shall be applied by mechanical striping machine for all straight lines. Hand application is permitted only for legends, symbols, and areas inaccessible to the machine.
- Stall lines shall be four inches (4") wide unless otherwise directed. Lines shall be straight, of uniform width and thickness, with sharp, well-defined edges. Lines shall not deviate more than one-half inch (1/2") from the intended alignment in any fifty-foot (50') length.
- Markings shall be applied only when the pavement surface temperature is 50°F and rising and no precipitation is forecast within four (4) hours.
- Areas shall remain closed to traffic until the markings are fully dry and will not track.
- Overspray, spatter, and misapplied markings shall be removed by the Contractor at its expense. Painting over an error is not acceptable.

3.4 Measurement and Payment

Standard four-inch (4") lines shall be measured by the linear foot. Hatching and crosshatched islands shall be measured by the linear foot of applied stripe. Accessible symbols, arrows, legends, and other symbols shall be measured by each. Stop bars and crosswalk bars shall be measured by the linear foot of the actual painted width. Where the City elects to pay by the parking stall, the per-stall price shall include both stall lines and shall be measured by each stall marked.

SECTION VI: SCOPE OF WORK AND SITE INVENTORY

The following locations comprise the scope of work. The City has not provided quantities. Bidders shall field-measure each location during the site examination period, shall record their measured quantities in the table below (or on an attached schedule in the same format) and on the Pricing Form, and shall submit them with the bid. The accuracy of all measurements is solely the responsibility of the bidder, and no adjustment in unit price will be allowed for errors in the bidder's measurements. The City reserves the right to add or delete locations at the unit prices bid.

#	Location	Lot Area (SF)	Crack Seal (LF)	Stalls	Items Included
1	DPW 1500 Brown Road	89,625	7,204	70	8
2	City Hall - A - 1827 N. Squirrel	16,500	1,326	36	3
3	City Hall - B - 1827 N. Squirrel	5,130	413	13	2
4	City Hall - C - 1827 N. Squirrel	9,150	735	30	6
5	City Hall - D - 1827 N. Squirrel	15,150	1,217	42	2
6	PSB - A - 1899 N Squirrel	13,250	1,065	20	10
7	PSB - B - 1899 N Squirrel	8,100	651	11	2
8	PSB - C - 1899 N Squirrel	14,650	1,177	32	2
9	PSB - D - 1899 N Squirrel				
10	MSF / BBF - A - 1800 Valley View	41,400	3,327	60	10
11	MSF / BBF - B - 1800 Valley View	17,650	1,418	25	2
12	Riverwoods Park 300 Riverwoods Dr	34,200	2,749	55	7
13	Skate Park 222 N Squirrel	9,560	768	6	3

#	Location	Lot Area ^{SF} (SF)	Crack Seal (LF)	Stalls	Items Included
14	Riverside Park - A - 3311 Parkways	9,800	788	32	7
15	Riverside Park - B - 3311 Parkways	2,650	213	6	2
16	Primary Street Parking 3388 Auburn	41,000	3,295	88 ⓓ	4
TOTALS					

Under "Items Included," indicate C (crack seal), S (seal coat), and/or M (marking) for each location. Every location may not receive all three items.

Location Photographs

Aerial photographs are provided for general reference only and do not depict current pavement condition. Bidders shall rely solely on their own site examination and field measurements.

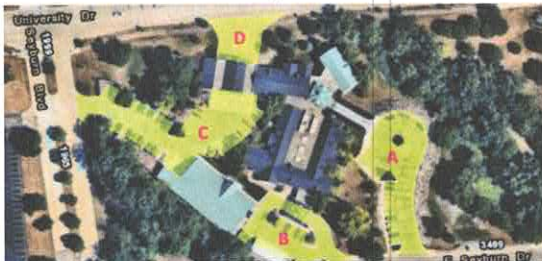
Department of Public Works
1500 Brown Road



City Hall (Lots A-D)
1827 N. Squirrel Road



Public Safety Building (Lots A-D)
1899 N. Squirrel Road



MSF / BBF (Lots A-B)
1800 Valley View Drive



Riverwoods Park
300 Riverwoods Drive



Skate Park
222 N. Squirrel Road



Riverside Park (Lots A-B)
3311 Parkways



Primary Street Parking
3388 Auburn Road (The Den & Public Square)



Order of Operations

At any location receiving multiple items, the work shall proceed in the following sequence, with each operation fully cured before the next begins:

1. Vegetation removal, cleaning, and surface preparation.
2. Hot-applied crack sealing.
3. Joint measurement with the City's representative
4. Oil spot priming and masking.
5. Seal coat, first application.
6. Seal coat, second application.
7. Layout verification and pavement marking.
8. Barricade removal, final sweep, and written approval by City's representative.

SECTION VII: BIDDER QUESTIONS & SUBMITTALS

Each bidder shall submit the following with its bid. Failure to submit any required item may render the bid non-responsive.

1. Completed and signed Pricing Form (Section VIII).
2. One (1) USB flash drive containing a complete searchable PDF copy of the entire bid submission, labeled and enclosed in accordance with Section II.2.
3. Completed Bidder Information Form (Section IX).
4. Signed Certification Form (Section X).
5. Acknowledgment of all issued addenda.
6. Certificate of insurance evidencing the coverages required in Section III, or a letter from the bidder's agent confirming the coverages can be provided upon award.
7. A list of not fewer than five (5) references for pavement preservation contracts of similar scope completed within the past three (3) years, at least three (3) of which shall be public agencies. Include contact name, title, telephone, email, contract value, and year.
8. A list of all equipment proposed for the work, including melter/applicator make, model, capacity, and year; hot air lance; router or saw; power broom; sealer distributor; and striping machine.
9. Manufacturer product data sheets for the proposed crack sealant, seal coat concentrate, additive, sand, and marking paint.
10. The name and qualifications of the on-site foreman who will supervise the work.
11. A statement of the bidder's current workload and available crews, and a preliminary schedule demonstrating the ability to complete the work within the seasonal window.
12. Disclosure of any contract terminated for default, litigation, or claims involving a public agency within the past five (5) years.

SECTION VIII: PRICING FORM

All pricing information shall be included exclusively on this form. Unit prices shall include all labor, materials, equipment, supervision, mobilization, traffic control, protection, cleanup, and incidentals necessary to complete the work as specified. Quantities shall be entered by the bidder based on its own field measurements made during the site examination period. The Total Aggregate Bid, together with the evaluation criteria in Section I, will be the defining pricing factor in the award. Extended amounts will also be used by the City to determine the extent of work authorized within available 2026 and 2027 budget appropriations. Unit prices will govern payment and any additions, deletions, or deferrals of work. Payment will be based on actual quantities of work performed and accepted, measured as specified in Section V, at the unit prices bid.

Schedule A — Crack Sealing

Item	Description	Unit	Bidder Qty	Unit Price	Extended Amount
A-1	Hot-applied crack sealing, ASTM D6690 Type II, clean and seal (no routing)	LF	_____	\$.60	\$
A-2	Routing / saw-cutting of crack reservoir, 3/4" x 3/4"	LF	_____	\$ 1.25	\$
A-3	Hot-applied crack sealing, ASTM D6690 Type IV (high movement), where directed	LF	_____	\$.75	\$
A-4	Vegetation removal and herbicide treatment prior to sealing	LF	_____	\$.75	\$
A-5	Concrete Joint Seal	LF	_____	\$ 2.25	\$

Schedule B — Seal Coating

Item	Description	Unit	Bidder Qty	Unit Price	Extended Amount
B-1	Bituminous seal coat, asphalt emulsion, two (2) coats, including all surface preparation	SY SF	_____	\$.165	\$
B-2	Additional / third coat at high-wear drive aisles, where directed	SY SF	_____	\$.085	\$
B-3	Oil spot priming (in excess of incidental amounts)	SF	_____	\$	\$ 1.50
B-4	DEDUCT — unit price if one (1) coat only is directed at a given location	SY	_____	\$.02	\$

Schedule C — Pavement Marking

Item	Description	Unit	Bidder Qty	Unit Price	Extended Amount
C-1	Waterborne paint, 4" line, white	LF	_____	\$	\$.21
C-2	Waterborne paint, 4" line, yellow	LF	_____	\$	\$.21
C-3	Waterborne paint, 4" line, blue (accessible stall)	LF	_____	\$	\$.21
C-5	Accessible stall with access aisle, blue outline and hatching, complete	EA	_____	\$	\$.26
C-6	International Symbol of Accessibility, painted, blue field with white symbol	EA	_____	\$	\$.15
C-7	Directional arrow	EA	_____	\$	\$.18
C-8	Legend — "NO PARKING", "FIRE LANE", "ONLY", "STOP", or similar (per word)	EA	_____	\$	\$.20
C-9	Stop bar, 12" or 24" width	LF	_____	\$	\$.29
C-10	Crosswalk bar, 12" or 24" width	LF	_____	\$	\$
C-11	Curb painting, yellow, including surface preparation	LF	_____	\$	\$ 1.30
C-13	ALTERNATE — thermoplastic marking in lieu of waterborne, 4" line	LF	_____	\$	\$ 800
C-14	Full lot re-layout and stakeout to City-provided plan	EA (lot)	_____	\$	\$ 750

Schedule D — Additional Charges

Any charge not captured in Schedules A through C must be disclosed here. Charges not listed will not be honored. Enter "\$0.00" or "N/A" where not applicable.

Description	Unit	Amount	Applies To
Mobilization per location (if any)	EA	\$ 00	
Minimum job charge (if any)	EA	\$ 750	
Premium for night or weekend work	%	30	
Other (specify)		\$	
Other (specify)		\$	
Other (specify)		\$	

Bid Summary

Schedule	Subtotal
Schedule A-1 — Crack Sealing	\$ 14,230
Schedule B-1 — Seal Coating	\$ 50,810
Schedule C-1 — Waterborne paint, 4" line, white	\$ 4,698
Schedule C-2 — Waterborne paint, 4" line, yellow	\$ N/A
Schedule C-3 — Waterborne paint, 4" line, blue	\$ N/A
TOTAL AGGREGATE BID	\$ 69,738

Total Aggregate Bid in words:

No fuel surcharges, escalation clauses, or truck charges will be accepted unless expressly stated in Schedule D and accepted in writing by the City.

SECTION IX: BIDDER INFORMATION FORM

Legal Name of Firm	Titan Sealcoating Inc.
Doing Business As (if different)	Titan Pavement
Street Address	6460 Williams Lake Rd
City / State / ZIP	Waterford, MI 48329
Telephone	248-623-5043
Email	FONSECA@TITANPAVEMENT.COM
Website	www.titanpavement.com
Federal Tax ID / EIN	46-4585223
Form of Organization (corp., LLC, partnership, sole proprietor)	Corp
State and Year of Incorporation / Formation	Michigan 2014
Number of Years in Business Under Current Name	12
Michigan Contractor License Number (if applicable)	R616214
Authorized Representative — Name and Title	Gregory Westlake Member
Project Foreman — Name and Years of Experience	SHAWN LINDSEY 15 YEARS
Total Number of Field Employees	38
Number of Crack Sealing Crews Available	4
Number of Striping Crews Available	1
Bonding Capacity — Single Project	\$500,000
Bonding Capacity — Aggregate	\$750,000
Surety Company	WEST BEND
Insurance Agent — Name and Telephone	Guy Hurley : Brandi Schonger 248-519-1437
Has the firm been terminated for default on any contract in the past five (5) years? (Y/N — if yes, attach explanation)	NO
Is the firm currently in litigation with any public agency? (Y/N — if yes, attach explanation)	NO

SECTION X: CERTIFICATION FORM

The undersigned, being duly authorized to execute this bid on behalf of the bidder, hereby certifies as follows:

1. That the bidder has carefully examined this Invitation to Bid in its entirety, including all specifications, terms, conditions, and all addenda issued hereto, and agrees to furnish all labor, materials, equipment, supervision, and incidentals required to perform the work in strict accordance therewith at the unit prices bid.
2. That the bidder attended the mandatory pre-bid meeting and has personally examined each work location and satisfied itself as to the conditions affecting the work.
3. That all information provided in this bid is true and accurate to the best of the undersigned's knowledge.
4. That the bidder is properly licensed, insured, and legally authorized to perform the work in the State of Michigan.
5. That this bid shall remain firm and irrevocable for ninety (90) days following the bid opening.
6. That the bidder has enclosed one (1) original paper copy and one (1) complete digital copy of this bid on a USB flash drive as required by Section II.2, and that the digital copy is a true, complete, and accurate copy of the paper original.
7. That the bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Firm Name: <u>TITAN PAVEMENT</u>	Date: <u>8/25/26</u>
Signature: <u>[Signature]</u>	Title: <u>SALES Rep.</u>
Printed Name: <u>JULIO FONSECA</u>	Telephone: <u>248-520-6618</u>
Email: <u>FONSECA@YAHOO.COM</u>	

END OF INVITATION TO BID

SECTION VII: BIDDER QUESTIONS & SUBMITTALS

Each bidder shall submit the following with its bid. Failure to submit any required item may render the bid non-responsive.

1. Completed and signed Pricing Form (Section VIII).
2. One (1) USB flash drive containing a complete searchable PDF copy of the entire bid submission, labeled and enclosed in accordance with Section II.2.
3. Completed Bidder Information Form (Section IX).
4. Signed Certification Form (Section X).
5. Acknowledgment of all issued addenda.
6. Certificate of insurance evidencing the coverages required in Section III, or a letter from the bidder's agent confirming the coverages can be provided upon award.
7. A list of not fewer than five (5) references for pavement preservation contracts of similar scope completed within the past three (3) years, at least three (3) of which shall be public agencies. Include contact name, title, telephone, email, contract value, and year.
8. A list of all equipment proposed for the work, including melter/applicator make, model, capacity, and year; hot air lance; router or saw; power broom; sealer distributor; and striping machine.
9. Manufacturer product data sheets for the proposed crack sealant, seal coat concentrate, additive, sand, and marking paint.
10. The name and qualifications of the on-site foreman who will supervise the work.
11. A statement of the bidder's current workload and available crews, and a preliminary schedule demonstrating the ability to complete the work within the seasonal window.
12. Disclosure of any contract terminated for default, litigation, or claims involving a public agency within the past five (5) years.

PURE ASPHALT

MANUFACTURER OF SPECIALTY COATINGS SINCE 1927

PRODUCT DATA

3455 W. 31ST PLACE
CHICAGO, IL 60623
PHONE: 773.247.7030
FAX: 773.247.7066
WWW.PUREASPHALT.COM

Pure Asphalt 3408 PL Crack and Joint Sealant.

Lower Tackiness
Low penetration
Self-Leveling
Rapid melting
Sets up quickly
Resists tracking

Usage Guidelines:

Pure Asphalt 3408 PL is recommended for sealing and filling cracks and joints in asphalt or Portland cement concrete pavements in moderate to cold climates.

Specification Conformance:

ASTM-D6690 Type I
Meets D5329 testing specifications as seen below:

Properties

Recommended Pour Temperature	370-390° F
Maximum Heating Temperature	400° F
Penetration at (150 gr/5sec.)	50 dmm
Ductility @77° F	30 cm
Resiliency	40% min
Flow at 140°F	0mm
Softening Point	185° F Min
Specific Gravity	1.18
Asphalt Compatibility	Compatible
Viscosity @ 375° F	60 ± 10 poise
Flexibility @ 20° F (1" Mandrel)	PASS
Tensile Adhesion	500% min

Coverage:

Width	Depth	Pounds 100/lf
3/8"	3/8"	6.2
3/8"	1/2"	8.3
1/2"	1/2"	11.3
1/2"	1"	22.7
3/4"	1/2"	16.5
3/4"	3/4"	25.8

Packaging:

Pure Asphalt Crack and Joint Sealant is packaged in 30 lb. polybags in strength corrugated box. Each pallet contains 75 boxes weighing approximately 2,250 lbs. Stacked on a 40"x48" four-way pallet, wrapped with two layers of protected stretch wrap. Boxes are taped close without any staples.

Surface preparation:

Proper surface preparation facilitates adequate adhesion for maximum life span of the sealant. For proper adhesion, the crack/joint must be free of moisture, dust, loose aggregate, and other contaminants. The substrate and air temperatures must be above 40° F. Sawing, routing, and sandblasting are the preferred methods of preparation. Use oil-free compressed air, and heat, to clean and dry the joint immediately prior to sealing. Best results are obtained when the cracks/joints are opened at least 1/2 inch wide.

Melting and Application:

The melting kettle can be direct fire, or a conventional oil jacketed unit equipped with an agitator and temperature control devices for both the material and heat transfer oil. Carefully insert **Pure Asphalt PL**, and the plastic bag into the melting kettle **while the agitator is off**. **Load the material slowly to avoid splash back.** After the initial load has reached the recommended pouring temperature, new material may be added to the kettle as sealant is used. Melt only the material that will be used that day. Purge material remaining in the kettle lines at the end of each sealing operation. The material may be safely reheated and can be applied using a pressure feed wand or a pour pot.

Warranty:

Pure Asphalt warrants that product meets applicable ASTM, AASHTO specifications at time of shipment.

The information presented herein is based on the data available and is believed to be correct. However, nothing stated in this bulletin is to be taken as a warranty, expressed or implied regarding the accuracy of the information of the use of our product used singly or in conjunction with other products.

PRODUCT DESCRIPTION

POLYMER-MODIFIED MASTERSEAL (PMM) is an environmentally friendly mineral filled asphalt emulsion pavement sealer blended with polymers and special surfactants for superior adhesion, flexibility, and durability. Polymer-Modified MasterSeal is a higher solids, faster drying pavement sealer designed to protect and beautify asphalt pavement. Polymer-Modified MasterSeal is formulated to be job-mixed with aggregate.

RECOMMENDED USES

Polymer-Modified MasterSeal is ideal for all types of pavement surfaces including parking lots, shopping malls, airports, driveways, roadways and more.

ESTIMATING MATERIAL REQUIREMENTS

One gallon of Polymer-Modified MasterSeal will cover approximately 85-95 square feet (9.4 to 10.5 square yards) per coat when properly mixed and applied.

APPLICATION RATE OF MIXED MATERIALS

Apply properly mixed PMM (PMM, water, additive and sand) and at a rate of 70-82 square feet (7.77 to 9.11 square yards) per gallon. Application rates may vary due to pavement porosity and method of application.

PERFORMANCE CHARACTERISTICS

TABLE I - PHYSICAL PROPERTIES OF PMM

ASTM	TEST DESCRIPTION	RESULT
D5	Penetration of Bituminous Materials-Base Asphalt	12-45 Pen
D6937	Density of Emulsified Asphalt	1.000 -1300 g/l
D6930	Settlement and Storage Stability of Emulsified Asphalts	20% max./24 hr.
D113	Ductility of Bituminous Materials-Base Asphalt	5-15 cm
Std. %	Percent Polymer Solids to Asphalt by wt.	2% min.
E70	PH of Aqueous Solutions with Glass Electrodes	6-10 PH
D6378	Vapor Pressure (VPX), mm Hg @ 25° C (77° F)	22-26 mm Hg
D36	Softening Point of Emulsion Residue (Ring and Ball Apparatus)	> 200° F
D93	Flash Point of Liquid Emulsion	None detected
D562	Viscosity using a Stormer-Type Viscometer	60-110 KU
D4060	Abrasion Resistance- Taber Abraser Dry Method	< 1% Loss
D522	Mandrel Bend Test of Attached Coatings	No Cracking
D870	Water Resistance of Coatings using Water Immersion	No Delamination
D6904	Resistance to Wind-Driven Rain	No Delamination
D4585	Water Resistance of Coatings Using Controlled Condensation	No Delamination
D1735	Water Resistance of Coatings Using Water Fog Apparatus	No Delamination
D2247	Water Resistance of Coatings in 100% Relative Humidity	No Delamination
D4541	Adhesion Strength over Asphalt Pavement	> 200 PSI

TABLE I - CONT.

ASTM	TEST DESCRIPTION	RESULT
D3910-6.4	Wet Track Abrasion Test	< 5 g/ft² Loss
D2939-5	Uniformity of Emulsified Bituminous Coatings	PASS
D2939-7	Weight per Gallon	9-11 lbs./gal
D2939-8	Residue by Evaporation, %	40% min.
D2939-13	Drying Time- 50% humidity, 73.4 ± 3.6°F. Firm in 24 hrs.,	PASS
D2939-14	Resistance to Heat- No Blistering, sagging or slipping	PASS
D2939-15	Resistance to water- No softening, delamination or re-emulsification	PASS
D2939-16	Flexibility- No Cracking or Delamination	PASS
D2939-26	Resistance to Impact- No Chipping, Cracking or Delamination	PASS
D2939-27	Resistance to Impact After Accelerated Weathering	PASS
D2172	Asphalt Content by Weight, %	Min. 16%
D4799	QUV UV Aging-1,000 Hours	No Color Fade
D3359	Measuring Adhesion by Tape- No More than a Trace of Peeling	PASS
Volatile Organic Compounds	Determination of Volatile Organic Compounds (VOC) in various Coatings	< 10 g/l
PAH Content (Percentage)	Polycyclic Aromatic Hydrocarbon Content (Percentage)	Less than one-tenth of 1% (< .10%)

SURFACE PREPARATIONS

Surface must be clean and free from loose material and dirt. Cracks should be filled with SealMaster Cold Pour or Hot-Applied Crack Filler. Oil stains should be cleaned and primed with SealMaster Oil Spot Primer.

APPLICATION EQUIPMENT

Properly mixed PMM shall be applied by mechanical squeegee/brush equipment or spray equipment capable of spraying coatings with sand. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of mixed material throughout the application process. Truck mount or self-propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of mixed PMM into bituminous pavement. Hand squeegees and brushes and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

MIXING PROCEDURES

Mix PMM in accordance with the following mix design (based on 100 gallons of PMM for ease of calculation):
PMM..... 100 gallons
Sand (40-70 mesh).....200-400 lbs.

POLYMER-MODIFIED MASTERSEAL

Asphalt Based Pavement Sealer

SMT-106

REVISED 05/02/17

APPLICATION PROCEDURES

For optimum performance and durability apply a minimum of two coats of properly mixed PMM. A third coat of mixed PMM may be applied to high traffic areas such as entrances, exits, and drive lanes for added durability. Allow each coat to dry thoroughly before applying successive coats. Allow final coat of PMM to dry for 24 hours prior to opening to vehicle traffic.

APPLICATION CONDITIONS

Mixed PMM shall not be applied when temperature is expected to drop below 50°F during application and for a period of at least 24 hours after application.

LINE STRIPING AND TRAFFIC MARKINGS

Use SealMaster 100% Acrylic Traffic paint for line striping and traffic markings.

CAUTIONS

Both surface and ambient temperature shall be a minimum of 50°F and rising during PMM application. Do not apply if temperature is expected to drop below 50°F within a 24 hour period after PMM application.

PACKAGING AND AVAILABILITY

PMM is available in 5-gallon pails, 55-gallon drums and bulk tanker load quantities. PMM is supported by a national network of SealMaster manufacturing facilities along with a national network of qualified applicators.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7D

DEPARTMENT OF PUBLIC WORKS

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Timothy Wisser, Manager of Municipal Properties
Submitted: September 9, 2026
Subject: Motion – Award Bid for the Public Safety Building Boiler Replacement

INTRODUCTION AND HISTORY

The Auburn Hills Public Safety Building, 1899 N. Squirrel Road, houses the Police Department Head Quarters, along with the Fire Station #2 and is operational twenty-four hours a day, seven days a week. Building heat is provided by a hydronic boiler system consisting of two Lochinvar PBN1500 natural gas-fired boilers, rated at 1,290 MBH output each, that were installed when the building was constructed in 2002. After twenty-four heating seasons, the boilers have reached the end of their expected service life. The City has experienced increasing maintenance and repair costs over the past several years to keep them in service.

Staff prepared a turnkey specification for complete replacement of the boiler system, including removal of the existing boilers, venting, and installation of two new Lochinvar CREST FBN1501 high-efficiency condensing boilers with new pumps, venting, combustion air, and piping connections, along with testing, start-up, the State of Michigan boiler inspection, and closeout. The new fully modulating, sealed-combustion units operate at 96.2% thermal efficiency, compared to 86% for the existing atmospheric boilers, and are expected to meaningfully reduce natural gas consumption while restoring reliable heat to a critical public safety facility. The specification includes a two-year contractor warranty in addition to the manufacturer's heat exchanger warranty. It also requires the contractor to sequence the work so the building never loses heating capability.

An invitation to bid (ITB-CAH-09-03-2026-001) was posted on August 20, 2026. A mandatory pre-bid meeting and site examination of the boiler room was held on August 26, 2026, one addendum was issued in response to bidder questions, and sealed bids were opened publicly at the City Clerk's Office on September 3, 2026. Three mechanical contractors submitted bids, summarized below.

Bidder	Location	Total Base Bid (Lump Sum)
W.J. O'Neil Company	Livonia, MI	\$173,600.00
Goyette Mechanical	Flint, MI	\$197,730.00
K&S Ventures, Inc.	Rochester Hills, MI	\$213,706.00

W.J. O'Neil Company of Livonia submitted the lowest bid at \$173,600.00. Staff reviewed the bid and found it responsive to the specifications, with all required submittals, licenses, and references. Funding for this project was approved by City Council in the 2026 budget, GL# 101-265-977.000 Machinery & Equipment.

W.J. O'Neil Company is a full-service mechanical, electrical, plumbing, and controls contractor established in 1983 and headquartered in Livonia. The firm employs pipefitters, plumbers, HVAC service technicians, and electricians, with a service department of 69 technicians. The company is properly licensed by the State of Michigan for the work, and its technicians carry Lochinvar factory boiler training certificates, satisfying the specification's requirement. Boiler and burner installation and repair is a core line of the firm's business, and it has the crew depth and 24-hour service capability for work in an occupied public safety facility. Staff contacted the firm's references,

which included boiler replacement projects of similar scope for other high-security organizations, including police departments. Each reference reported satisfactory work, with projects completed on time and under budget. All work, including punch list items and the State boiler inspection, is expected to be substantially complete by December 1, 2026.

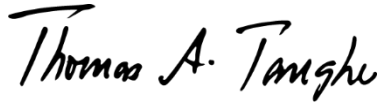
STAFF RECOMMENDATION

Staff recommends bid award for the contract for the Public Safety Building Boiler Replacement to W.J. O'Neil Company of Livonia, Michigan in the not-to-exceed amount of \$173,600.00 (GL# 101-265-977.000). \$275,000 is contained within the budget for this purchase.

MOTION

Move to award the Public Safety Building Boiler Replacement to W.J. O'Neil Company in the not-to-exceed amount of \$173,600.00.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER

BID ITEM: Public Safety Building Boiler Replacement
BID OPENING DATE: September 3, 2026
BID OPENING TIME: 9:00 AM
ELECTRONIC BIDS ACCEPTED? Hard Copy Only
ATTENDED BY: Wisser, Klassen



COMPANY NAME	ADDRESS				TOTAL
WJ O'Neil Company	35457 Industrial, Livonia, MI				\$173,600.00
K&S Ventures, Inc	2925 Waterview Dr., Rochester Hills, MI				\$213,706.00
Goyette Mechanical	3842 Gorey Ave. PO Box 33, Flint, MI				\$197,730.00

 Mailboxes have been checked for bids that may have been mailed in

N/A Were electronic bids allowed. If so, was BidNet checked for received bids



City of Auburn Hills INVITATION TO BID

IMPORTANT DATES		
BID POSTING	08/20/26	MITN
MANDATORY PRE-BID MEETING	08/26/26 10:00 a.m.	Auburn Hills Public Safety, 1899 N. Squirrel
BIDDER QUESTIONS DUE	08/31/26 3:00 p.m.	twisser@auburnhills.org
ADDENDA ISSUED BY	09/01/26 3:00 p.m.	Posted MITN
BID OPENING	09/03/26 9:00 a.m.	City Clerk, 1827 N. Squirrel Rd
ANTICIPATED COUNCIL AWARD	09/14/26	Council Meeting

ITB ID: ITB-CAH-09-03-2026-001

ITB NAME: Public Safety Building Boiler Replacement

ITEM: Turnkey Replacement of Two (2) Hydronic Heating Boilers

DUE DATE: 09/03/2026 — 9:00 a.m.

ISSUED BY: Department of Public Works, Municipal Properties Division

CONTACT: Tim Wisser, Manager of Municipal Properties - twisser@auburnhills.org - 248-364-6901

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SECTION I: REQUEST OVERVIEW AND SCHEDULE

The City of Auburn Hills (the "City") is seeking bids from experienced and qualified mechanical contractors for the complete turnkey replacement of the two (2) existing gas-fired hydronic heating boilers at the Auburn Hills Public Safety Building, 1899 N. Squirrel Road, Auburn Hills, MI 48326 (the "Public Safety Building" or "PSB"). The work includes demolition and disposal of the existing boilers; furnishing and installing two (2) new high-efficiency condensing boilers; new venting and combustion air; electrical disconnection and reconnection with new disconnects; controls with integration to the City's existing building management system; and all rigging, piping, gas, condensate, demolition and replacement of the concrete equipment platform, testing, flushing, start-up, commissioning, inspections, and closeout required to deliver a complete and fully operational boiler system.

The Public Safety Building opened in 2001 and houses the headquarters of the Auburn Hills Police Department and Auburn Hills Fire Department. The facility is staffed and operational twenty-four (24) hours per day, seven (7) days per week, and the successful bidder shall plan and execute the work so as to minimize disruption to police and fire operations.

All work, including punch list items and the State of Michigan boiler installation inspection, shall be substantially complete by **November 27, 2026**, or as mutually agreed in writing. Bidders are advised to account for current boiler equipment manufacturing lead times in their proposed schedules.

Evaluation Criteria

The City will award to the lowest responsive, responsible bidder whose bid best serves the interests of the City, considering:

- Conformance of the bid to the specifications set forth herein.
- Total Base Bid factored in the evaluation, considered together with the bidder's demonstrated capabilities, ability to perform the work, and references for similar work as described below.
- Demonstrated experience performing commercial or institutional boiler replacement work of similar type, scope, and magnitude, particularly in occupied municipal or institutional buildings.
- Demonstrated capability and ability to perform the work, including factory authorization for the specified equipment, available crews, current workload, equipment lead times, and the ability to complete the work by the substantial completion date.
- References for work of similar type, scope, and magnitude, with particular weight given to comparable public agency clients.
- Any other pertinent information the City determines necessary for evaluation.

The City reserves the right to accept or reject any or all bids, to waive any informality, and to award in the manner it determines to be in the best interest of the City.

SECTION II: INSTRUCTIONS TO BIDDERS

1. Preparation of Bids

a. Bids shall be submitted on the forms provided in this document. All blank spaces on the Pricing Form must be completed in ink or typed. In the event of a discrepancy between the Total Base Bid in figures and in words, the amount in words shall govern.

b. Erasures or other changes must be initialed by the person signing the bid form.

c. If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, contact Tim Wisser by email at twisser@auburnhills.org.

2. Submission of Bids

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

Bidder's Name

Bidder's Address

Bid Number

Bid Item (Name of Bid)

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

Auburn Hills City Clerk's Office

1827 N. Squirrel Road

Auburn Hills, MI 48326

Each bid shall consist of one (1) original paper copy, clearly marked "ORIGINAL," and one (1) complete digital copy of the entire bid submission. The digital copy shall be provided in searchable PDF format on a USB flash drive enclosed within the sealed bid envelope. A bid submitted without both the paper original and the digital copy may be deemed non-responsive.

The flash drive shall be labeled with the bidder's name and the ITB number and shall contain the complete bid as submitted in paper form, including the Pricing Form, Bidder Information Form, Certification Form, Hold Harmless Agreement, addenda acknowledgments, certificate of insurance, references, licenses, and all other attachments. Files shall not be password protected or encrypted.

Bid pricing shall not be transmitted by email, facsimile, cloud storage link, or any other electronic means, and any bid so transmitted will be rejected.

In the event of any discrepancy between the paper original and the digital copy, the signed paper original shall govern in all respects. Flash drives become the property of the City and will not be returned. The City reserves the right to scan all submitted media for malicious content prior to accessing any file and to reject media that cannot be safely or successfully read. The bidder is solely responsible for the readability of the media it submits.

3. Mandatory Pre-Bid Meeting and Site Examination

A mandatory pre-bid meeting will be held at the date, time, and location shown in Section I. Bidders who do not attend will be deemed non-responsive. Bidders will be escorted to the boiler room to examine the existing boilers, piping, gas service, venting, electrical service, access routes, and rigging paths. Submission of a bid constitutes the bidder's representation that such examination has been made, that all dimensions, routing, and clearances have been field-verified, and that the bidder has satisfied itself as to all conditions affecting the cost or performance of the work. No claim for additional compensation will be allowed for conditions that could have been observed during the site examination.

4. Bidder Responsibility

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

5. Withdrawal of Bids

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

6. Bidder Questions

Any and all clarification questions pertaining to this ITB shall be submitted in writing through email to twisser@auburnhills.org in accordance with the timeline in Section I. Responses will be issued by written addendum posted to MITN. Oral statements by any City employee or representative shall not be binding and shall not modify this ITB.

7. Exceptions

Bids shall meet or exceed all specifications. Any and all deviations from specifications or from terms and conditions shall be clearly detailed; otherwise it will be considered that the items or services offered are in strict compliance with the specifications.

8. Bidder Costs

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

9. Bid Acceptance / Rejection

The City of Auburn Hills reserves the right to accept or reject any or all bids or alternative bids, in whole or in part, with or without cause; to waive any informality therein; or, for reasons of establishing uniformity, to award the contract to other than the lowest bidder at the sole discretion of the City. No bid will be accepted from any person, firm, or corporation in arrears upon any obligation to the City, or which may otherwise be deemed irresponsible or unreliable by the City.

10. Bid Opening

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

SECTION III: GENERAL TERMS & CONDITIONS

1. Contract Documents

This ITB, all addenda issued hereto, the successful bidder's submitted bid, and purchase order together constitute the contract documents. In the event of conflict, the order of precedence shall be in order: this ITB, addendums, and then the bidder's submission. Upon award, the Pricing Form will be executed on behalf of the City by an authorized City official, and this executed ITB shall constitute the contract between the parties.

2. Licensing and Compliance with Law

The Contractor shall be properly licensed and registered to perform the work in the State of Michigan, including a State of Michigan Mechanical Contractor license with classifications appropriate to the work and, where applicable under the Michigan Boiler Act (1965 PA 290), boiler installer licensure, and shall be a factory-authorized or factory-trained installer of the specified boiler equipment. The Contractor shall comply with all applicable federal, state, and local laws,

ordinances, rules, and regulations, including but not limited to the Michigan Mechanical Code, the Michigan Boiler Act and its administrative rules, ASME CSD-1, NFPA 54 (National Fuel Gas Code), the Michigan Electrical Code, the Michigan Plumbing Code, the Michigan Energy Code, and all MIOSHA requirements. The Contractor is responsible for securing all permits and inspections, including mechanical and electrical permits from the City's Community Development Department and the boiler installation permit and inspection required by the State of Michigan Boiler Division. Fees for City-issued permits will be waived; all State fees are the responsibility of the Contractor.

3. Guarantees by the Contractor

The Contractor guarantees that all materials and equipment furnished are new, of first quality, current production models of the manufacturer, and free from defect, and that all work is performed in a workmanlike manner in accordance with these specifications and the equipment manufacturer's printed installation instructions. Discontinued models are not acceptable.

4. Warranty

The Contractor shall warrant all workmanship and materials for a period of two (2) years from the date of final acceptance, and shall replace or correct any work proved to be defective (except where clearly caused by misuse) immediately upon written notification, without expense to the City. The City reserves the right to reject work it determines to be unsatisfactory for any and all reasons whatsoever regardless of permit inspections. Manufacturer warranties, including the boiler manufacturer's heat exchanger warranty, shall be in addition to, and not in place of, the Contractor's warranty, and shall be registered in the City's name with proof of registration provided at closeout. Warranty obligations exist independently of final payment.

5. Right to Complete

Should the Contractor fail to prosecute the work in a timely and satisfactory manner, the City may, after seven (7) days written notice and failure to cure, complete the work by other means and charge the excess cost to the Contractor.

6. General Indemnification and Hold Harmless

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 III.7.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 work under this contract. The Contractor shall execute the City's Hold Harmless Agreement (Section X) and submit it with its bid.

7. Insurance Requirements

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.

a. Commercial General Liability:

- I. \$1,000,000 each occurrence, including Bodily Injury, Property Damage, and Personal Injury
- II. \$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 III.7.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.

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.

Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be mailed to: City Clerk's Office, City of Auburn Hills, 1827 North Squirrel Road, Auburn Hills, MI 48326.

8. Independent Contractor

The Contractor is an independent contractor and not an employee or agent of the City. Nothing herein shall create an employment, partnership, or joint venture relationship.

9. Subcontracting and Assignment

The Contractor shall not subcontract, assign, or transfer any portion of the work without prior written approval of the City. All subcontractors are subject to the same insurance, licensing, and

performance requirements as the Contractor. The Contractor remains fully responsible for the acts and omissions of its subcontractors.

10. Termination

The City reserves the right to terminate this contract, in whole or in part, at any time, for any and all reasons, with or without cause, and without prior notice, at the sole discretion of the City. Termination shall be effective upon delivery of written notice of termination to the Contractor.

Upon receipt of notice of termination, the Contractor shall immediately cease all work, secure the work area, and remove its equipment and materials from City property within five (5) business days. The Contractor shall be paid for all work satisfactorily completed and accepted through the effective date of termination, less any amounts owed to the City. The Contractor shall have no claim against the City for lost profits, unabsorbed overhead, demobilization, or any other costs or damages arising from termination.

The Contractor's warranty, indemnification, and insurance obligations, and the City's retainage rights under Section III.12, shall survive termination as to all work performed prior to the effective date of termination.

11. Invoicing and Payment

Within ten (10) calendar days of award, the Contractor shall submit a schedule of values allocating the lump-sum Total Base Bid among the major elements of the work, for the City's approval and for use in evaluating progress invoices. The Contractor may submit itemized progress invoices for work satisfactorily completed against the approved schedule of values. Invoices shall be accompanied by supporting documentation reasonably requested by the City. Payment will be made within thirty (30) days of receipt of a correct and complete invoice, subject to verification and acceptance of the work by the City's authorized representative. No fuel surcharges, trip charges, or minimum charges will be honored unless separately stated on the Pricing Form and accepted by the City.

12. Retainage

The City will retain ten percent (10%) of the value of each invoice. Retainage shall be released in a single payment within thirty (30) days after all work has been completed, the State of Michigan boiler installation inspection has been passed, all closeout documents required by Section V have been delivered, and the work has received final acceptance by the City, contingent upon satisfactory performance, completion of all punch list items, and the absence of liens or claims. No partial release of retainage will be made.

SECTION IV: SPECIAL TERMS & CONDITIONS

1. Occupied 24/7 Public Safety Facility

The Public Safety Building is an operating police and fire headquarters staffed around the clock. The Contractor shall coordinate all work activities, deliveries, rigging operations, and utility interruptions with the DPW in advance. Contractor personnel shall remain within the approved work and access areas, shall not prop open doors or permit unknown persons to enter the facility, and shall comply with all facility security requirements. Emergency vehicle access and the emergency response route shall remain available and unobstructed twenty-four (24) hours per day at all times. The City reserves the right to require the removal of any Contractor employee from the project.

2. Heating System Outage and Temporary Heat

The Contractor shall submit an outage and sequencing plan for City approval prior to disabling any portion of the building heating system. If any portion of the work extends into the heating season, the Contractor shall sequence the work to maintain heat to the building, or shall provide temporary heat acceptable to the City at no additional cost, such that the building never loses heating capability while occupied.

3. Working Hours

Work is expected to be performed during normal business hours, Monday through Friday. Hours may be extended, and night or weekend work permitted, with the advance consent and approval of the City. All work shall comply with the City's noise ordinance.

4. Hot Work and Fire Safety

The Contractor shall take all necessary precautions to eliminate fire hazards, shall comply with hot-work permit procedures for all cutting, welding, brazing, and soldering, and shall provide fire watch and fire extinguishers at the work area as required. The Contractor shall coordinate any impairment of fire protection or detection systems with the DPW and the Fire Department in advance.

5. Protection of Property

The Contractor shall protect all building finishes, doorways, flooring, and surfaces along the rigging and access routes, and all adjacent equipment and systems within the boiler room, from damage. Any damage caused by the Contractor's employees, equipment, or materials shall be repaired at the Contractor's expense to the satisfaction of the City.

6. Cleanup and Disposal

The Contractor shall remove all debris, rubbish, and materials from the site daily and shall leave the work area in a clean and orderly condition. Dumpsters shall be furnished by the Contractor and located as directed by the City. All demolished equipment, materials, and fluids shall become the property of the Contractor and shall be removed from the site and legally disposed of. Debris shall not be placed in City refuse containers.

7. Professional Conduct

All work shall be performed in a professional manner using quality equipment and materials, meeting all MIOSHA regulations. Contractor employees shall carry company identification, present a professional appearance, act in a polite and professional manner, and refer any questions or concerns from the public to a City representative. Smoking is permitted only in designated areas on the Municipal Campus.

8. Coordination with Other Work

The City may perform, or may have others perform, concurrent work at the facility. The Contractor shall coordinate its operations with such work at no additional cost.

SECTION V: TECHNICAL SPECIFICATIONS

All work shall conform to the Michigan Mechanical Code, the Michigan Boiler Act (1965 PA 290) and its administrative rules, ASME Section IV, ASME CSD-1, NFPA 54, the Michigan Electrical Code, the Michigan Plumbing Code, the Michigan Energy Code, and the equipment manufacturer's published installation instructions, whichever is most stringent. Where a conflict exists, the more stringent requirement governs.

1. Existing Conditions

The existing boiler system consists of two (2) Lochinvar model PBN1500 natural gas-fired hot water boilers (1,500 MBH input / 1,290 MBH rated output each; Boiler PS #1 serial G02H00143005, Boiler PS #2 serial G02H00143007), originally installed in 2002, serving the building's hydronic heating system, together with associated trim, venting, gas piping, and controls. The boilers are State of Michigan jurisdictional objects. The existing boilers rest on an existing concrete equipment platform approximately four inches (4") in height; the new boilers have a different footprint than the existing units. Existing conditions will be shown at the mandatory pre-bid meeting and shall be field verified by the bidder. The existing boiler pumps (B1, B2), system circulation pumps (P1, P2), air separator, and chemical shot feeder are existing to remain and NOT part of this contract.

2. New Boilers

Furnish and install two (2) **Lochinvar CREST Model FBN1501** natural gas-fired condensing boilers, each rated 1,500 MBH input / 1,443 MBH gross output, 96.2% thermal efficiency, with modulating burner (25:1 turndown), sealed combustion, ASME Section IV "H" stamped 316L stainless steel fire-tube heat exchanger, National Board registration, and controls and safety devices complying with ASME CSD-1, including low water cutoff with manual reset and test, adjustable high limit with manual reset, and high and low gas pressure switches with manual reset. Boilers shall be furnished with the Smart Touch operating control with BACnet MSTP communications, built-in cascading sequencer, outdoor reset control with outdoor air sensor, ASME relief valves, condensate neutralization kits, and all standard equipment per the manufacturer's submittal (Lochinvar FBN-Sub-17). The specified boilers are the only accepted equipment for this project; no substitutions or equals will be accepted.

3. Demolition

- Isolate and drain the boiler system as required; coordinate all system draining and refilling with the DPW.
- Disconnect, demolish, and remove the two (2) existing boilers and their associated trim, burners, and controls, including complete removal of the existing flue/vent piping and combustion air components from the boiler room to and including their terminations at the building exterior or roof.
- Demolish and remove the existing concrete equipment platform serving the existing boilers.
- Disconnect and safely terminate electrical service to demolished equipment; remove abandoned conduit and wiring within the boiler room.
- Legally dispose of all demolished equipment, materials, and fluids off site.

4. Installation

- Rig and set new boilers in place, including all rigging, hoisting, and protection of finishes along the rigging path.
- Furnish and install a new concrete equipment platform (housekeeping pad) for the new boilers, constructed to the proper footprint dimensions and mounting requirements of the new boiler equipment and of a height not less than the existing platform, including all formwork, reinforcement, doweling or anchorage to the existing floor slab, and finishing.
- Connect new boilers to the existing hydronic supply and return piping, complete with isolation valves, unions or flanges for service, drains, air vents, thermometers, and pressure gauges. All piping tie-ins to existing systems are included.
- Modify and connect natural gas piping, including gas trains, regulators, and venting of gas train components as required by the manufacturer and NFPA 54, sized for the new boiler input.

- Furnish and install condensate neutralization equipment and condensate drain piping to an approved receptor, per manufacturer requirements and the Michigan Plumbing Code.
- Pipe boiler relief valves full-size to safe points of discharge.
- Furnish and install complete new flue/vent piping consisting of a rigid polypropylene venting system, listed to UL 1738 for Category IV condensing service and listed by the boiler manufacturer for use with the specified boilers, and new ducted combustion air to the outside, each sized per the manufacturer's installation instructions and with proper terminations, clearances, supports, and sealing at building penetrations. The polypropylene system specified herein is the only accepted vent material; PVC, CPVC, and AL29-4C stainless steel venting will not be accepted. The existing venting and combustion air piping shall NOT be reused in any part.
- Insulate all new piping installed under this contract in accordance with the Michigan Energy Code.
- Patch, seal, and restore all building penetrations, openings, and surfaces made obsolete or disturbed by the demolition and the new work, including abandoned flue and combustion air openings, to a weather-tight and finished condition.

5. Controls and BMS Integration

- Furnish and install a new controller and all controls required for a complete and operable system, including boiler sequencing/cascade control, outdoor air reset, and safeties.
- Integrate the new boilers with the City's existing BACnet building management system, including all points mapping, programming, new graphics, trending, and alarming. Coordinate integration requirements with the City's BMS service provider through the DPW.

6. Cleaning, Flushing, Testing, and Start-Up

- Pressure test all new piping prior to insulation and prior to concealment, and demonstrate the system to be leak-free.
- Clean and flush all new piping and system piping affected by the work to remove flux, cutting oils, and debris prior to placing the new boilers in service, in accordance with the boiler manufacturer's written requirements.
- Refill the system, purge and remove air, and restore the system to proper operating pressure. Coordinate initial water treatment of the refilled system with the City and the City's water treatment provider prior to sustained operation.
- Provide factory-authorized start-up of each boiler, including combustion analysis and burner tuning at low fire and high fire, with written start-up and combustion reports submitted to the City.
- Perform and document the testing of all controls and safety devices required by ASME CSD-1 (including low-water cutoffs, flame safeguards, operating and high-limit controls, and relief valves). A copy of the completed CSD-1 test documentation shall be posted or filed in the boiler room and included in the closeout documents.
- Schedule and pass the State of Michigan boiler installation inspection, and provide all documentation necessary for issuance of the certificates of inspection for the new boilers.
- Verify all BMS points, graphics, trends, and alarms in operation with the City.

7. Closeout

- Provide a minimum of two (2) hours of on-site owner training for DPW staff on operation and routine maintenance of the new boilers and controls.

- Provide two (2) copies plus one (1) electronic PDF of closeout documents, including O&M manuals, as-built drawings and schematics, start-up and combustion reports, CSD-1 test documentation, warranty certificates, and points lists.
- Register all manufacturer warranties in the City's name, including the manufacturer's heat exchanger warranty, and provide proof of registration.

SECTION VI: SCOPE OF WORK AND SITE INFORMATION

Location of the Work

Auburn Hills Public Safety Building, 1899 N. Squirrel Road, Auburn Hills, MI 48326. The boiler room and rigging/access routes will be shown at the mandatory pre-bid meeting.

Summary of the Work

Complete turnkey demolition of two (2) existing boilers and furnishing, installation, connection, testing, flushing, start-up, commissioning, State inspection, and closeout of two (2) new Lochinvar CREST FBN1501 condensing boilers with a new concrete equipment platform, venting, combustion air, and controls integrated to the City's existing BACnet building management system, all as specified in Section V. It shall be understood and agreed by the Contractor that the work herein described shall be completed in every detail, even though every item involved is not specifically mentioned. The Contractor shall provide all labor, materials, equipment, and services for the completion of the work intended and described.

Schedule

The City acknowledges current manufacturer lead times for boiler equipment. The bidder shall state its anticipated equipment lead time and construction duration on the Bidder Information Form. Start and finish dates will be coordinated between the selected Contractor and the DPW. All work, including punch list items and State inspection, shall be substantially complete by **DECEMBER 1, 2026**, or as mutually agreed in writing. The Contractor shall diligently execute the work so as to complete the contract in the shortest reasonable time.

SECTION VII: BIDDER QUESTIONS & SUBMITTALS

Each bidder shall submit the following with its bid. Failure to submit any required item may render the bid non-responsive.

1. Completed and signed Pricing Form (Section VIII).
2. One (1) USB flash drive containing a complete searchable PDF copy of the entire bid submission, labeled and enclosed in accordance with Section II.2.
3. Completed Bidder Information Form (Section IX).
4. Signed Certification Form and Hold Harmless Agreement (Section X).
5. Acknowledgment of all issued addenda.
6. Certificate of insurance evidencing the coverages required in Section III, or a letter from the bidder's agent confirming the coverages can be provided upon award.
7. Copies of the bidder's State of Michigan contractor licenses applicable to the work.
8. Evidence of factory authorization or factory training for the specified boiler equipment.
9. A list of not fewer than three (3) references for commercial or institutional boiler replacement projects of similar scope completed within the past five (5) years, with particular weight given to public agencies. Include contact name, title, telephone, email, contract value, and year.
10. The name and qualifications of the on-site foreman who will supervise the work.
Bob McQueen, Please see Company Overview for his work experience.

11. A statement of the bidder's current workload, anticipated equipment lead time, and a preliminary schedule demonstrating the ability to meet the substantial completion date.

12. Disclosure of any contract terminated for default, litigation, or claims involving a public agency within the past five (5) years.

11.

Equipment lead time is currently 8 weeks out plus shipping time.

We anticipate this project will take no longer than 3 weeks.

We are the largest mechanical contractor in SE MI and have over 90 technicians so we are fully capable of taking on this project with our current workload and getting it completed by December 1, 2026.

SECTION VIII: PRICING FORM

All pricing information shall be included exclusively on this form. The lump-sum Total Base Bid shall include all labor, materials, equipment, rigging, supervision, mobilization, permits, testing, flushing, start-up, commissioning, State inspection, closeout, cleanup, and incidentals necessary to complete the work as specified. The Total Base Bid, together with the evaluation criteria in Section I, will be the defining pricing factor in the award.

ITEM	LUMP SUM BID
TOTAL BASE BID — Turnkey replacement of two (2) boilers at the Public Safety Building, complete per Sections V and VI	\$ 173,600.00

Rates for additional work, if authorized in writing by the City (not included in award evaluation). Any charge not captured above must be disclosed here; charges not listed will not be honored. Enter "\$0.00" or "N/A" where not applicable.

ADDITIONAL WORK RATES	RATE
Journeyman/service technician hourly rate (straight time)	\$ 150.00 /hr
Apprentice/helper hourly rate (straight time)	\$ 100.00 /hr
Material mark-up percentage	20% %
Premium for night or weekend work OT= \$228 DT= \$304	\$228/\$304 %
Other (specify) Daily Truck Charge per Technician	\$ 100

Addenda acknowledged (list numbers): Addendum 1

Prices quoted shall remain firm for ninety (90) days or award, whichever comes first, except the successful bidder, whose prices shall remain firm through completion and acceptance. The undersigned has carefully checked the bid figures and understands that they shall be responsible for any error or omission in this bid.

Company: W.J. O'Neil Company

Authorized Signature: _____ **Date:** 9/3/26

Printed Name / Title: Sarah McNulty, Account Executive

APPROVAL AND ACCEPTANCE OF CONTRACT — CITY OF AUBURN HILLS

Upon signature below by an authorized official of the City of Auburn Hills following award, this Invitation to Bid, together with its addenda, attachments, and the accepted bid, shall constitute the contract between the parties.

Authorized City Official: _____ **Date:** _____

Printed Name / Title: _____

SECTION IX: BIDDER INFORMATION FORM

Legal Name of Firm	W.J. O'Neil Company
Doing Business As (if different)	N/A
Street Address	35457 Industrial Rd
City / State / ZIP	Livonia, MI 48150
Telephone	734-266-3338
Email	smcnulty@wjo.com
Federal Tax ID / EIN	38-2489126
Form of Organization (corp., LLC, partnership, sole proprietor)	S Corporation
State and Year of Incorporation / Formation	MI
Number of Years in Business Under Current Name	43 years
Michigan Mechanical Contractor License Number	7101634
Boiler Installer License Number (if applicable)	314123 4B
Factory Authorization for Specified Boiler Equipment (Y/N)	Yes
Authorized Representative — Name and Title	Shaun Farmer, HVAC Journeyman
Project Foreman — Name and Years of Experience	Bob McQueen, 32 years
Total Number of Field Employees	152
Anticipated Equipment Lead Time	8 weeks
Anticipated Construction Duration	2-3 weeks
Insurance Agent — Name and Telephone	Acrisure Great Lakes 248-203-1819
Has the firm been terminated for default on any contract in the past five (5) years? (Y/N — if yes, attach explanation)	No
Is the firm currently in litigation with any public agency? (Y/N — if yes, attach explanation)	No

References — three (3) commercial or institutional boiler replacement projects of similar size and scope completed within the past five (5) years:**1. Owner / Project:** Sterling Heights Police Department Boiler Replacement

•	Contact	Todd Macovis
•	Phone	586-506-7886
•	Email:	tmacovis@sterlingheights.gov

2. Owner / Project: ZF Automotive Boiler Replacement

•	Contact	Dewayne Sabourin
•	Phone	248-403-2394
•	Email:	dewayne.sabourin@zf.com

3. Owner / Project: Etkin Equities Franklin Center Boiler Replacement

•	Contact	Candi Drouillard
•	Phone	248-808-9719
•	Email:	cdrouillard@etkinllc.com

SECTION X: CERTIFICATION AND HOLD HARMLESS

Certification Form

The undersigned, being duly authorized to execute this bid on behalf of the bidder, hereby certifies as follows:

1. That the bidder has carefully examined this Invitation to Bid in its entirety, including all specifications, terms, conditions, and all addenda issued hereto, and agrees to furnish all labor, materials, equipment, supervision, and incidentals required to perform the work in strict accordance therewith at the price bid.
2. That the bidder attended the mandatory pre-bid meeting and has personally examined the work location and satisfied itself as to the conditions affecting the work.
3. That all information provided in this bid is true and accurate to the best of the undersigned's knowledge.
4. That the bidder is properly licensed, insured, and legally authorized to perform the work in the State of Michigan.
5. That this bid shall remain firm and irrevocable for ninety (90) days following the bid opening.
6. That the bidder has enclosed one (1) original paper copy and one (1) complete digital copy of this bid on a USB flash drive as required by Section II.2, and that the digital copy is a true, complete, and accurate copy of the paper original.
7. That this bid was prepared independently, without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in this ITB, and that the bid documents were obtained directly from the MITN site or the City of Auburn Hills Department of Public Works.
8. That the bidder acknowledges receipt of the following addenda:

Addendum No. 1

Dated: 8/28/26

Addendum No. _____

Dated: _____

Addendum No. _____

Dated: _____

Firm Name: W.J.O'Neil Company

Date: 9/226

Signature: _____

Title: Account Executive

Printed Name: Sarah McNulty

Telephone: 313-218-0386

Email: smcnulty@wjo.com

Hold Harmless Agreement (Attorney Approved 7/12/19)

As required, for approval of the Public Safety Building Boiler Replacement (Activity),
W.J.O'Neil Company (Name of Company), hereinafter referred to as WJO (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, WJO (Abbreviated Name Form) agrees to furnish an ACORD certificate of insurance 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

W.J.O'Neil Company

Witnesses

By _____

Dated 9/3/26

END OF INVITATION TO BID



Company Overview

Company History

Established in 1983, W.J. O'Neil specializes in industrial and commercial HVAC installations and service. The company consists of union pipe fitters, union HVAC technicians, union plumbers and union electricians. Today, we have expanded into a multi-faceted full service MEP (mechanical, electrical and plumbing) contracting company specializing in a complete array of services which we have included in the attachment titled WJO Services. We are committed to serving our customers, first and foremost. It is our "Commitment to Excellence" that's guaranteed.

The company offers a diverse range of expertise and a variety of applications and services for every customer's different requirements. The following is a description of some of the key services we offer for each customer and their respective needs:

- **Service Department**

We are among one of the largest service fleets in Southeastern Michigan and deem this to be the cornerstone of pride within our company. The department's crew of service technicians is capable of servicing and installing any HVAC, plumbing process, boiler, chiller, or control problem a customer may have. Our 24-hour "On-Call" service is one of the key benefits for any customer who knows what it's like to get caught in a bind during 'irregular' working hours (overtime, weekends & Holidays). Our Service Department is committed to keeping current with EPA regulations within the industry, and exclusively hires CFC Certified technicians to handle refrigerants in an environmentally safe manner. In order to safeguard our customers from potential equipment problems, our company offers preventative maintenance for every facet of heating and air conditioning equipment. (See additional information regarding our service department in the following pages of this text).

- **Pipe Fabrication/Plumbing Division**

We have a complete pipe fabrication facility with total capability in all welding procedures with certified personnel in most welding standards. Our equipment is of new technology and our personnel are trained to current standards. Our plumbing fab shop has capabilities to produce offsite fabrication of any plumbing components our

customers may desire. This offering can save time, ensure demanding schedules can be met, and ensure quality standards.

- **Sheetmetal Division**

In 2004, W.J. O'Neil Company recognized an opportunity to get involved in the sheet metal business through acquisition. Comfort Zone was mainly a commercial and service orientated company marketing themselves in the Ann Arbor sector of Michigan. Since the acquisition, WJO has expanded the operation to perform sheet metal work that supports our design and build division of WJO. W.J. O'Neil Sheetmetal Division is now a fully operational sheet metal shop, complete with its own metal fabrication shop.

- **Electrical Division**

We opened our electrical division in 2023 and now have a dedicated team of skilled personnel and technicians who possess a deep understanding of electrical systems, automation, control systems, and power distribution. Their expertise will complement the mechanical expertise of our current division, allowing us to provide end-to-end solutions that cover all aspects of complex projects.

- **Quality Operating Systems (ISO) Program**

W.J. O'Neil Company is especially interested in meeting the continuous improvement requirements that are standard throughout the industry. W. J. O'Neil Company achieved ISO 9001:2015 standards. We work diligently to maintain those standards on a daily basis and ensure that our program is established under these same guidelines. The procedures we practice will use quantifiable measurements to determine the extent of quality, consistency, improvement, maximum performance capabilities, and safety structure within our company. The program is facilitated within our daily policies and strategic practices.

- **CAD/BIM and Fabrication Process**

Our in-house CAD/BIM department specializes with 3D design/build, coordination, and fabrication optimization using the latest software available.

- **Additional Services Offered**

W.J. O'Neil offers additional expertise in the areas of Systems Analysis (Survey, Testing and Solutions), Sheet Metal Duct and Exhaust Systems, Refrigerants (All Types, including Ammonia, Recovery and Recycle), Data Centers (Precision, Environmental and Main Frame Chillers), Indoor Air Quality Clean Air Systems, Piping (Refrigeration, Steam, Air, Water and Process), Balancing (Air and Hydronic), Plumbing (Design/Build, Backflow Certification), and Chillers (Centrifugal, Absorption, Reciprocating, Screw and Scroll).

- **Safety Program**

W.J. O'Neil has established an effective safety program in order to prevent potential hazards from occurring within the work environment. In compliance with federal, state and local regulations, W.J. O'Neil employs standards that are imposed by the Occupational Safety and Health Act of 1970 (OSHA). All supervision in the field are fully trained and tested in our facility on interactive CD modules and in turn train field personnel to insure a safe workplace. The safety program establishes that all employees within the field work safely wherever there is a need for personal protection such as: fire prevention, excavations, welding and burning, industrial hygiene, occupational health, motorized vehicles, and mechanized equipment.

- **CFC Refrigerant Recovery**

Our Company has CFC Certified technicians on staff to safely handle any kind of refrigerant within your equipment. They are skilled in all areas of newer and older types of refrigerants and use up-to-date methods of reclaiming and disposing of such material. It is our profession and our primary intent to keep every working atmosphere environmentally safe and protected against possible exposure to toxic fumes or hazardous chemicals.

Service Department

Our Commitment to Quality Begins Here...

We provide a wide spectrum of services for whatever mechanical needs our customers have. The programs and services that we offer include: Preventative Maintenance programs for all types of mechanical equipment, Total Energy Management programs with building automation and control systems, and Design/Build services providing complete systems design, modernization, or replacement, including retrofit or new installations. W.J. O'Neil also performs warranty service work for new installations and offers full support capabilities to the life of a customer's mechanical system.

Our emergency service provides 24-hour, "on-call" priority response to perform work on our customer's equipment. Because we are a company that understands the concerns and needs that our customers have, this is a key benefit. It is crucial, in every case, for a customer to exclude any potential downtime costs, resulting from faulty equipment and lack of maintenance, and to have a means of coping with the 'unexpected'. By offering a full-time, 24-hour service, we give our customers the peace of mind to handle the unfortunate mechanical problems that may arise during irregular working hours.

With 69 technicians who are skilled in many areas of HVAC and mechanical services such as: heating and cooling, refrigeration, plumbing service, mechanical systems, temperature controls, full service maintenance agreements, inspection and preventative maintenance agreements, refrigerant recovery and recycling, boiler and burner repair, and much, much more. We are unique in that not only do we **service** this equipment, but also we **install** much of the equipment that we service. W.J. O'Neil can assist in the design and build of entire mechanical systems, boiler installations, heating and cooling equipment installations, and refrigeration installations, installations of industrial process mechanical systems, piping installations, and plumbing.

Service Work Order System – Build Ops

We use a state-of-the-art customer service delivery system to set up apart from our competitors. The system is an automated system in which all customer service requests, work orders, recommendations, asset history, real-time wireless transmission and account history is electronically stored. Customers have the option of receiving electronic data instantaneously upon completion of service. This enables our service staff to constantly provide invaluable information in making recommendations to our customer base. This system allows for the "customer" to make educated decisions based on operating and capital budgets relative to achieving their facility needs and managing their facilities. Service Technicians can review with their customer's onsite the maintenance and service history of all building equipment to keep them current and up to date without having to go back and look through all hardcopy files. This innovative approach and use of newer technology has allowed W.J. O'Neil and their valued customers to stay ahead in the ever-changing technology.

W.J. O'NEIL COMPANY

Meet the Team

John O'Neil *President*

Founded W.J. O'Neil Company in 1983 and succeeded with his intentions to provide the best in quality and service. He served as an apprentice at Westinghouse Electric Company in 1969 and gained his journeyman's experience through many technical areas of the heating and cooling field. His dedication and active participation within this organization has provided positive strength in establishing goals and addressing issues at hand along with objectives for W.J. O'Neil and the industry at large.

Michael John *Chief Financial Officer*

Mike is a CPA and was a senior manager for a national accounting firm before joining the construction industry. CFO in construction related organizations for over 30 years. Responsibilities include financial and tax reporting, banking and insurance relationships, and management of accounting and administrative staff.

Matt Godfrey *Safety Director*

Matt is an accomplished Safety Director with a unique and diverse background. He has served as the Corporate Safety Representative for Marathon Petroleum, United States Steel, AK Steel as well has been a distinguished member of the Marathon Emergency Response Team. His areas of expertise include: OSHA Regulations and Interpretations, Safety Program Development, Accident Investigation, Emergency Response and Safety Training. He has completed his CHST and the MIOSHA Training Institute has recognized him as Level 1 Safety and Health Construction Certified.

Service Group

Mark Pavlicek (20 years in industry) *Executive Vice President of Service and Controls*

Mark is the leader who is responsible for the day-to-day operations for the Service and Controls Department. Mark also maintains a strong presence in the sales aspect of the business by leading the service sales team. Mark's passion for customer service coupled with over 20 years of extensive experience and understanding of the service operations, sales, and management in the HVAC/R business that he developed during his career makes him a great leader for our sales team. Mark has been a Certified Energy Manager since 2015 and continues to find ways for clients to improve the functionality of their mechanical systems and save energy.

Bob McQueen (35 years in industry) *Service Manager*

Bob's daily responsibilities include managing a fleet of 69 service technicians for customer calls on commercial, mechanical heating and cooling equipment. He oversees dispatching, customer inquiries, and quotations for all service jobs. He is also on-call for any service called in during overtime or premium time hours. Bob has achieved LEED AP status and understands service customers who are moving to greener initiatives.

Sarah McNulty
Service Account Executive

With over 17 years of experience in the HVAC industry, Sarah is responsible for account management of existing service accounts and the business development of new customers in the Southeastern Michigan area. Sarah teams up with the service manager, general manager and construction sales engineers to provide service solutions to our valued customers. As a LEED Green Associate, she is able to identify energy reduction strategies and solutions and is responsible for estimating and designing maintenance contracts as well as retrofit projects.

New Construction Group

Ken Zimmerman
Lead Estimator/Project Manager

Ken comes to WJO with over 30 years of experience in the piping industry. Ken has functioned as a project detailer, designer, superintendent, manager, estimator and director of operations. Ken has a project background that focused on the Coke Battery, Iron and Steel Making, Hot dip and Electro Galvanizing, Steel Finishing, Automotive and Healthcare markets throughout Michigan, Ohio and Pennsylvania. Ken has successfully delivered difficult high-risk projects under extreme time constraints throughout his 30 plus years of experience. Ken is currently responsible for construction estimating and project management at the Livonia branch office.

Bob Glasgow
Vice President of Field Operations

Bob has over 30 years of experience in the piping industry ranging from large U.S. projects to overseas projects. Bob has been involved with projects in Petrochemical, Steel Making, Blast Furnaces, Continuous Casters, Basic Oxygen Furnaces, Galvanizing Lines, Pickle Lines, Finish Lines and Automotive Plant markets. At the W.J. O'Neil Company, Bob manages all construction personnel, site logistics and coordinates with multiple union trades. He has managed projects throughout Detroit, Chicago, Indiana, Ohio and Kentucky. Bob has OSHA training and carries mechanical licenses for process piping. He is the chairman for the MCA Superintendent committee and is on the board for the American Iron and Steel Technology (AIST).

Controls Group

Jeffrey J. Brown
Operations Manager

Jeff has over 30 years experience in the mechanical service and controls industry. He began his career with a family business located in Birmingham, MI as a commercial service technician. Jeff attended Wayne State University and Macomb Community College where he focused on electrical and mechanical theory. For the last 25 years he has devoted himself strictly to the controls side of the business. In the past he has functioned as a controls engineer, installer, programmer and commissioning agent. Open-protocol systems are his specialty including the integration of third-party building networks, equipment and devices into one cohesive, inter-operable system. His unique blend of experience with the mechanical, controls, field and office facets of the business allow him the insight into projects and challenges that few others have.

W.J. O'Neil Company - "QOS" Quality Assessment

QOS- Why is it important?

The W.J. O'Neil Company encompasses a policy that conforms to guidelines standardized through Ford Motor Company's QOS program. The most important variable to this program is the "ISO 9001 award, which our company achieved at the time we were awarded Q1. In order to achieve recognition as a company with exceptional quality systems and exceptional customer-orientation, we had to complete this program, which is based on the Ford/GM/Chrysler Quality System Assessment (QSA). W.J. O'Neil is recognized with this Q1 Award, which stresses basic quality system requirements that go *above and beyond* the appropriate ISO 9000 Series standards for any given service organization. By having a measurable table to show continuous improvement within the company and with our customers is an exceptional benefit to our customers and helps our company establish an effective tool for analysis. These tools are also a guarantee to the customer that we are driven to meet their expectations and that we will consistently deliver quality and superior performance.

What are W.J. O'Neil's Guidelines?

In order to continuously improve in quality, service, timing, delivery, etc., our company has created a system, which controls the variables that would otherwise effect our representation as a service organization. We have created measurable tools to dictate our progress. These tools will facilitate the documentation of every function of our business. Some of the reports will recognize our achievements in the following categories: Process Control, Safety, Service Delivery, Control of Quality Records, Corrective and Preventative Action, Internal Quality, Customer Communication System, etc. (See sample devices used for measuring the topics listed above in the following pages)

Who Benefits?

This program benefits each and every individual who is affiliated with the day-to-day operations within our organization. For example, by promoting a 'team approach' to quality and process improvements within our company, teams must be encouraged and taught to track their skills and effectiveness in the dynamics of leadership, problem solving, etc. Another incentive is that customers can get a formalized approach to acquiring detailed information on whatever needs or requirements they have by using this documented communications system. W.J. O'Neil Company and its QOS system will measure every factor that effects our relations between customers and employees. We are determined to satisfy our customers and to commit ourselves to continual improvement in every capacity of our business.

Company Data

W.J. O'Neil Company

Phone: (734) 458-2300

35457 Industrial Rd

Fax: (734) 458-2305

Livonia, Mi 48150

Founded: 1983

Officers: William J. O'Neil - President
Michael John – CFO

Annual Sales Volume: \$80-90 Million

Trades Employed:

Union Plumbers, Pipe fitters, Service Technicians, and Certified Boiler Technicians, Sheet Metal Workers

Services Offered:

Plumbing, Heating, Air Conditioning, Process Piping, Boiler and Burner Repair and Installation, Sheet Metal, Building Automation, Construction, Design/Engineering, 3D CAD Modeling and Drawings, Systems Analysis, Controls, and much more

Number of Employees: (Office) - 47 (Field) - 164

Bonding Agent: VTC Insurance Group
37000 Grand River Suite# 150
Farmington Hills, Michigan 48333

Bonding Company: Westfield Insurance Company

Bonding Capacity: 80 Million

Departmental Services:

Estimating - Design/Build - CAD Drafting (Quickpen, 3-D) - Accounting - Sales - Project Management - Quality Assurance - Construction -Service - HVAC Sales and Service

Credit References:

R.L. Deppman
20929 Bridge St.
Southfield, Mi 48088
(248) 354-3710
(248) 564-3637
Attn: Jan McDonald

Macomb Pipe & Supply
32567 Schoolcraft
Livonia, MI 48150
(734) 261-0700
Fax (734)261-0701
Attn: Tim Quinn

TMI
200 Quality Way
Holley, MI 48442
(616) 531-3400
Fax (616) 531-6740

Bank Reference:

Comerica Bank
500 Woodward
Detroit, Michigan 48226

Tax I.D. 38-2489126
Duns# 10-155-6579



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7E

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Brittany Ebersole, Lieutenant; Trevin Robinson, Fire Chief
Submitted: September 8, 2026
Subject: Motion – To Approve the Purchase of Ballistic Protective Equipment

INTRODUCTION AND HISTORY

In 2013, the Auburn Hills Fire Department recognized the growing threat posed by active assailant incidents and school violence. In response, the Fire Department partnered with the Auburn Hills Police Department to purchase ballistic protective equipment and establish a joint Rescue Task Force (RTF) program. A RTF team pairs specially trained fire department medical personnel with armed law enforcement officers who provide security, allowing lifesaving care to reach seriously injured victims before an entire incident has been resolved.

The Auburn Hills Fire Department and Auburn Hills Police Department established the first fully operational Rescue Task Force program in Oakland County, which served as a model for the County's RTF training initiative beginning in 2014. This capability remains an important part of the City's coordinated response to active assailant and other high-threat incidents.

The Fire Department's current ballistic protective equipment was purchased in early 2013 and has been in service for approximately 13 years. The National Institute of Justice (NIJ) guidance recognizes that body armor performance and replacement decisions depend on factors including age, condition, use, storage, maintenance, environmental exposure, and the manufacturer's ballistic warranty.

Given the age and service history of the existing equipment, the department is seeking to replace it with 8 ballistic vests, 16 rifle plates (front and back coverage), 8 ballistic helmets, 8 gear storage bags, and 4 casualty collection point (CCP) bags for personnel staffing front-line apparatus during an active assailant event.

The department began researching replacement equipment in early 2026 by consulting neighboring departments regarding equipment, vendors, and user experience. Department personnel then evaluated equipment from Angel Armor and Armor Express. Armor Express is supplied by Bound Tree Medical, who is the primary provider of EMS supplies to the majority of agencies in Oakland County. The sample equipment was evaluated by department personnel for mobility, ballistic coverage, and functionality while providing medical care.

Personnel preferred the Armor Express equipment because of its lighter weight, overall coverage, and improved mobility. Armor Express equipment is also used by many mutual aid partners, providing greater standardization when agencies work together during complex incidents.

To ensure the consistency of training, maintenance, warranty, and compatibility with our mutual aid partners it is the preference of the department to purchase all of the equipment from a single vendor. Five vendors provided pricing for the requested equipment. Three vendors could not provide one or more mandatory equipment items: ballistic vests, rifle plates, helmets, and CCP bags and were eliminated from consideration. North American Rescue and Armor Express were the only vendors that met all mandatory equipment specifications.

Vendor	Vest Carrier (8)	Rifle Plates (16) (2 per Vest)	Helmet (8)	Gear Bag (8)	CCP Bag (4)	Total
Angel Armor*	\$6,600.00	\$6,640.00	N/A	N/A	N/A	\$13,240.00
North American Rescue	\$9,754.32	\$8,959.84	\$4,439.92	N/A	\$1,791.96	\$24,946.04
Armor Express	\$6,320.72	\$7,512.96	\$3,324.64	\$561.84	\$1,058.60	\$18,778.76
Fire Safety USA*	N/A	N/A	N/A	N/A	\$3,679.80	\$3,679.80
Med Tac*	N/A	N/A	\$4,799.92	N/A	N/A	\$4,799.92

****Vendor is unable to provide all requested equipment.***

A thorough evaluation of the two cost proposals submitted by vendors that could provide all of the mandatory equipment was conducted. Both vendors offered comparable equipment that satisfied the departments requirements; however, the North American Rescue pricing was based on standard retail pricing at a significantly higher cost. The Armor Express price proposal was based on Southeast Michigan Emergency Medical Supplies Cooperative (SMEMS) and MITN Purchasing Cooperative pricing that resulted in savings of \$6,167.28 to the City versus North American Rescue pricing. Utilizing MITN Purchasing Cooperative pricing is in line with the City of Auburn Hills purchasing policy and deemed to be the most appropriate purchase option. This purchase is a budgeted 2026 expense.

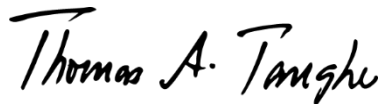
STAFF RECOMMENDATION

Staff recommend awarding the purchase of 8 ballistic vests, 16 rifle plates, 8 ballistic helmets, 8 gear storage bags, and 4 casualty collection point (CCP) bags to Armor Express for an amount not to exceed \$18,778.76. Funds are available in the current budget for this purchase.

MOTION

Move to approve the purchase of ballistic protective equipment from Armor Express in the amount of \$10,000 from line item 101-651-799.000 and \$8,778.76 from line item 101-339-799.000 for a total amount not to exceed \$18,778.76.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



Quotation

Quotation#: QUO-183433-W4W4F5

Last Modified: 08/07/2026 7:41 AM

Customer PO #:

Account Number: 150259SHIP001

Bill To:

AUBURN HILLS FIRE DEPT SHIP001

1899 N SQUIRREL RD

AUBURN HILLS, MI 48326-2749

Ship Method:

Payment Terms:

Ship To:

AUBURN HILLS FIRE DEPT SHIP001

1899 N SQUIRREL RD

AUBURN HILLS, MI 48326-2749

Item	Description	UOM	QTY	Your Price	Ext. Price
HCFEMHLCCOYB-M1	HARD CORE FE - MOLLE - WITH HOOK & LOOP CUMMERBUND (#1201-M1) - Any Color	EA	8	\$334.74	\$2,677.92
FMSM2BRV	BRAVO CONCEALABLE PANELS (SET OF 2) - FMS LEVEL II - NIJ MODEL#: FMS-A-II (GENDER NEUTRAL)	EA	8	\$430.43	\$3,443.44
PLTAEICW10X12	SURGE III ICW PLATE - 10X12 - LEVEL III ICW - MULTI CURVE - SHOOTERS CUT	EA	16	\$469.56	\$7,512.96
IDPLCBLK-HCFE	ID PLACARD - HARD CORE FE CARRIER - SET OF 2 - BLACK	EA	8	\$24.92	\$199.36
AEFRCARBAGBLK	AE FIRST RESPONDER CARRY BAG - BLACK	EA	8	\$70.23	\$561.84
HELAEFCLKMD	AE - ACH - IIIA - MEDIUM - FULL CUT - 7 PAD - DIAL RETENTION - BLACK	EA	8	\$415.58	\$3,324.64
2521-HFPBB	Haynes First Responder Bag, Black (Bag + Modules) (less than 6 +shipping)	EA	4	\$264.65	\$1,058.60

Quote Total: \$18,778.76

Quote Expiration Date: 10/24/2026

Comments:

William Waite

Bound Tree | Account Manager

5000 Tuttle Crossing Blvd, Dublin OH 43016

Office Phone: (614) 760-5268 | Mobile Phone: 810-588-3424

William.Waite@boundtree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

Should there be any price increases, taxes, tariffs, duties, surcharges or other fees imposed by the government, manufacturer, and/or supplier on any product(s) included in this quote, Bound Tree Medical reserves the right to amend the pricing contained in the quote.

To place an order, visit our website at www.boundtree.com, log in, and add items to your shopping cart. Alternatively, you can call (800) 533-0523 or fax (800) 257-5713.



CITY OF AUBURN HILLS

CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7F

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Owen Milks, Administrative Officer; Trevin Robinson, Fire Chief
Submitted: September 8, 2026
Subject: Motion – To Approve the Purchase of Motorola APX Portable Radios

INTRODUCTION AND HISTORY

In 2021, Oakland County began replacing its outdated OpenSky radio system with a County-owned system integrated with the Michigan Public Safety Communications System (MPSCS). The new system utilizes Motorola mobile and portable radios. Because Oakland County's radio allocation was based on 2019 staffing levels, it did not provide enough radios to equip our current personnel and apparatus. In 2021 the department purchased approximately \$70,000 in additional radio equipment to meet minimum operational needs.

That purchase did not provide spare radios for equipment sent out for repairs or radios for future staffing increases, creating an operational and personnel safety concern.

A firefighter's portable radio is a critical piece of safety equipment and a lifeline during structure fires and other hazardous incidents. NIOSH firefighter fatality investigations have repeatedly identified effective communications and personnel accountability as important firefighter safety measures.

Command officers use radio communications to track personnel, receive updates on changing conditions, and maintain accountability. Firefighters depend on their radios to request resources or assistance and to declare a MAYDAY if they become injured or trapped.

To address this risk the department is seeking to purchase 3 Motorola APX6000 XE portable radios, 6 Impress portable radio batteries, and 3 Motorola Impress Speaker Microphones from Mobile Communications America (MCA).

Mobile Communications America (MCA), located in Plymouth, Michigan, is Oakland County's preferred vendor and provides Motorola radio equipment through the MIDEAL pricing contract. The department received a MIDEAL quote of \$24,450.45 for the radios, batteries, and speaker microphones. This purchase is a planned 2026 budget expense.

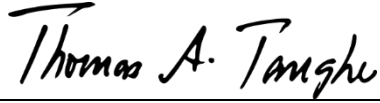
STAFF RECOMMENDATION

Staff recommend awarding the purchase of 3 Motorola APX6000 XE portable radios, 6 Impress portable radio batteries, and 3 Motorola Impress Speaker Microphones to Mobile Communications America (MCA) for an amount not to exceed \$24,450.45. \$32,000 was budgeted in 101.339.978.000 which included this purchase.

MOTION

Move to approve the purchase of 3 Motorola APX6000 XE portable radios, 6 Impress portable radio batteries, and 3 Motorola Impress Speaker Microphones from Mobile Communications America (MCA) for an amount not to exceed \$24,450.45 from line 101-339-978.000.

I CONCUR:

A handwritten signature in black ink that reads "Thomas A. Tanghe". The signature is written in a cursive style with a large, stylized 'T' at the beginning.

THOMAS A. TANGHE, CITY MANAGER



AUBURN HILLS FIRE DEPT

APX6000XE X 3

07/28/2026

07/28/2026

AUBURN HILLS FIRE DEPT
1827 N. Squirrel Road
Auburn Hills, MI 48326

RE: Motorola Quote for APX6000XE X 3

Dear Owen Milks,

Motorola Solutions is pleased to present AUBURN HILLS FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide AUBURN HILLS FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Ed Horvath at EdHorvath@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Ed Horvath
Sr. Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
 AUBURN HILLS FIRE DEPT
 1827 N. Squirrel Road
 Auburn Hills, MI 48326
 US

Shipping Address:
 Auburn Hills Fire Department
 1827 N. Squirrel Road
 Auburn Hills, MI 48326
 US

Quote Date:07/28/2026
 Expiration Date:09/26/2026
 Quote Created By:
 Ed Horvath
 Sr. Account Executive
 EdHorvath@callmc.com
 3132183450

End Customer:
 AUBURN HILLS FIRE DEPT
 Owen Milks
 omilks@auburnhills.org
 248-364-6756

Contract: 35115 - STATE OF MICHIGAN,
 MA# 190000001544
 AGREEMENT: STATE OF MICHIGAN
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE					
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	3	\$3,924.00	30.0%	\$2,746.80	\$8,240.40
1a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	3	\$388.00	30.0%	\$271.60	\$814.80
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$6.42	30.06%	\$4.49	\$13.47
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	3	\$353.00	30.0%	\$247.10	\$741.30
1d	QA02006AA	PORTABLE RADIO ENH: APX6000XE RUGGED RADIO	3	\$942.00	30.0%	\$659.40	\$1,978.20
1e	QA00580AC	ADD: TDMA OPERATION	3	\$530.00	30.0%	\$371.00	\$1,113.00
1f	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	3	\$941.00	30.0%	\$658.70	\$1,976.10
1g	Q887AU	ADD: 5Y ESSENTIAL SERVICE	3	\$306.00	0.0%	\$306.00	\$918.00



Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1h	H122BR	ALT: 1/4 WAVE 7/8 STUBBY (NAR6595)	3	\$28.00	30.0%	\$19.60	\$58.80
1i	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	3	\$177.00	30.0%	\$123.90	\$371.70
1j	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	3	\$0.00	0.0%	\$0.00	\$0.00
1k	QA09001AB	ADD: WIFI CAPABILITY	3	\$353.00	30.0%	\$247.10	\$741.30
1l	H38BT	ADD: SMARTZONE OPERATION	3	\$1,412.00	30.0%	\$988.40	\$2,965.20
1m	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	0.0%	\$0.00	\$0.00
1n	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3	\$607.00	30.0%	\$424.90	\$1,274.70
1o	QA01771AB	SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2	3	\$235.00	30.0%	\$164.50	\$493.50
1p	QA01427AB	ALT: IMPACT GREEN HOUSING	3	\$30.00	30.0%	\$21.00	\$63.00
2	PMNN4547A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION TIA4950 R IP68 3100T	3	\$213.15	25.0%	\$159.86	\$479.58
	APX™ Radio Management	RADIO MANAGEMENT					
3	T7914A	SOFTWARE LICENSE RADIO MANAGEMENT ONLINE	1	\$0.00	0.0%	\$0.00	\$0.00
3a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	3	\$118.00	40.0%	\$70.80	\$212.40
4	HKVN4289A	SOFTWARE, APX CPS - CURRENT VERSION	3	\$0.00	0.0%	\$0.00	\$0.00
5	HKVN4917A	LICENSE,LICENSE, IMW LOCATION (PER USER)	3	\$65.00	0.0%	\$65.00	\$195.00
6	PMMN4154BT	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL	3	\$800.00	25.0%	\$600.00	\$1,800.00

Subtotal \$34,285.71

Total Discount Amount \$9,835.26

Grand Total **\$24,450.45(USD)**



Notes:

- Pricing contained herein does not include the one-time MPSCS activation fee of \$250.00 per radio.

Total for this quote would be \$750.00 invoiced by MPSCS directly to your department, if applicable.

Radio programming services will be performed by the Oakland County/CLEMIS radio department.

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1b	QA01648AA	ASKHOMID = 0796
3	T7914A	EMAILADR = omilks@auburnhills.org
4	HKVN4289A	EMAILADR = omilks@auburnhills.org
5	HKVN4917A	EMAILADR = omilks@auburnhills.org,SUBCSTID = 1000632126



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7G

FIRE DEPARTMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Michael Strunk, Deputy Fire Chief; Trevin Robinson, Fire Chief
Submitted: September 8, 2026
Subject: Motion – To Approve the Purchase of one (1) Rosenbauer Commander Pumper Fire Engine from Emergency Vehicles Plus

INTRODUCTION AND HISTORY

The Fire Department has continued to implement a fleet replacement plan for fire and emergency medical service apparatus. The purpose of this plan is to ensure effective service delivery to the community by maintaining a reliable fleet of vehicles to meet current and future needs. The department fire suppression response model consists of two (2) quint fire apparatus, two (2) fire engines and one (1) 100' aerial ladder truck strategically placed within the city's three stations. The North end of our city is covered by Fire Station 3 that houses the 100' aerial ladder truck, which is ideal for large commercial buildings and multifamily complexes. In addition, we also staff a fire engine at Station 3 for day-to-day operations and quick emergency responses to other incidents.

The department currently operates a full fleet of Rosenbauer fire apparatus. In 2022, an apparatus committee evaluated multiple fire apparatus manufacturers for quality, operational capabilities, and pricing competitiveness. Committee members met with representatives from various manufacturers, toured manufacturing facilities, and reviewed specifications from more than four different manufacturers. Following this evaluation, the committee determined that Rosenbauer apparatus best met the operational needs of the department. Maintaining a standardized apparatus fleet also provides consistency in operations, training, and personnel familiarity.

In April 2026, Fire Department staff convened the apparatus committee to develop specifications and design the proposed new fire engine. Over the past five months, committee members have worked with Rosenbauer to develop an apparatus specifically designed around the department's operational needs. Several committee members have participated in previous fire engines, and aerial apparatus builds and were able to use that experience to develop an apparatus that meets the department's needs while remaining within the planned budget.

The proposed apparatus is a Rosenbauer Commander Pumper Fire Engine at a purchase price of \$1,291,723. The proposal includes apparatus orientation upon delivery and a \$15,000 contingency fund for changes identified during the pre-construction and final inspection processes. The current proposal pricing is valid for 60 days.

The proposal provides for delivery within 900 calendar days following final approval of the production specifications. This apparatus is a planned and budgeted fleet replacement for 2028. Based on the anticipated production schedule, the department estimates delivery of the new engine in the spring of 2029. Current fire apparatus manufacturing lead times require replacement apparatus to be ordered several years in advance to maintain the department's planned fleet replacement schedule.

Upon delivery, the new fire engine will replace the department's current Engine 3, a 2015 Rosenbauer Commander that currently has over 90,000 miles, as a frontline apparatus. The 2015 engine will transition into a reserve role and will be utilized when a frontline apparatus is unavailable due to maintenance or repairs. This allows the City to

continue receiving value from the existing apparatus while providing the department with needed reserve fire suppression capability.

The department received a proposal through the Sourcewell Government Cooperative Purchasing Program, which the city and specifically the DPW have utilized for multiple vehicles, and equipment purchases in the past. The Sourcewell Purchasing Program manages solicitation requirements and offers a network of awarded contracts for capital purchases such as the Rosenbauer Fire Apparatus being requested.

Staff believe that securing the apparatus under the current pricing provides the City with the most cost-effective opportunity to acquire the replacement engine, as estimates for 2027 pricing indicate a 10% increase. Moving forward at this time allows the department to maintain its planned fleet replacement schedule, account for the extended manufacturing lead time, and avoid the potential manufacturer price increase scheduled for early 2027.

Emergency Vehicles Plus provided several pre-pay options that were evaluated by the Finance Department. It was determined that we would not utilize the pre-pay options and full payment will be due on delivery in 2029.

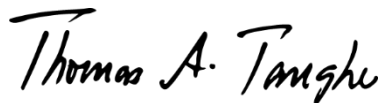
STAFF RECOMMENDATION

Staff recommend awarding the purchase of one (1) Rosenbauer Commander Pumper Fire Engine from Emergency Vehicles Plus through the Sourcewell Government Cooperative Purchasing Program at a cost of \$1,291,723, with an additional \$4,858 from Majik Graphics for decal work. Budgeted is \$1,500,000 for this purchase.

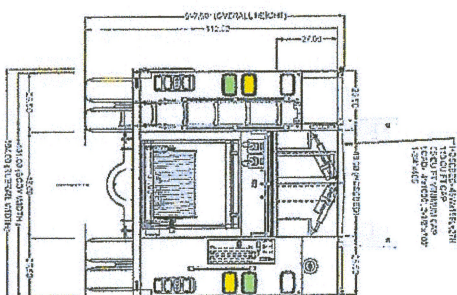
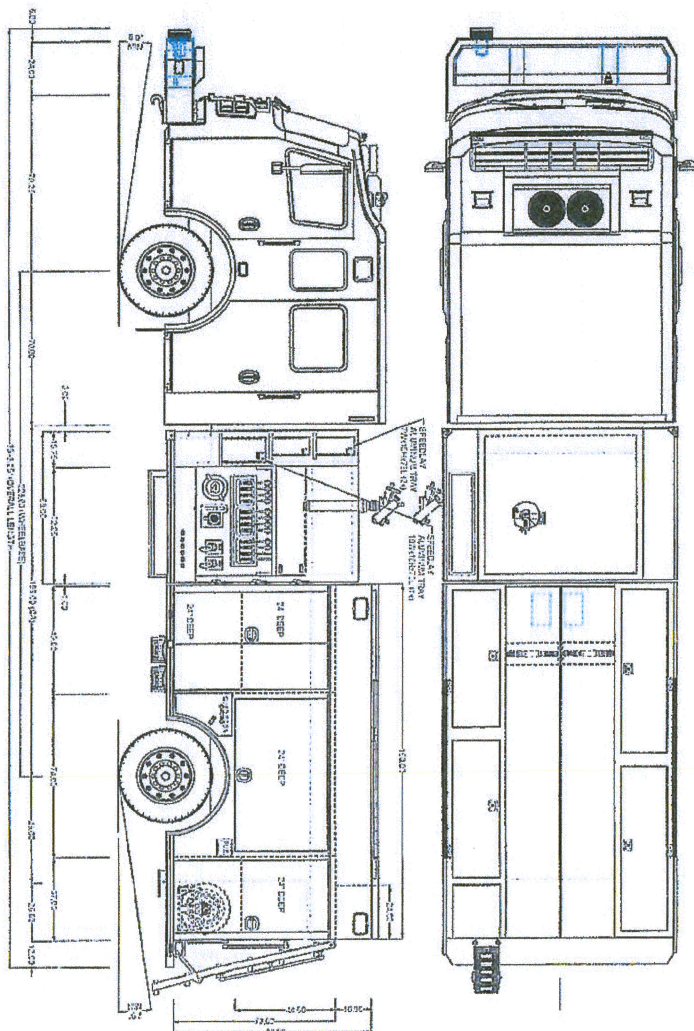
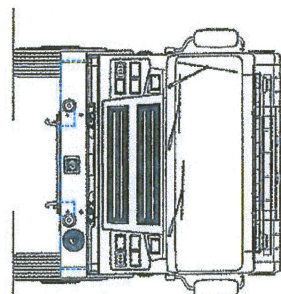
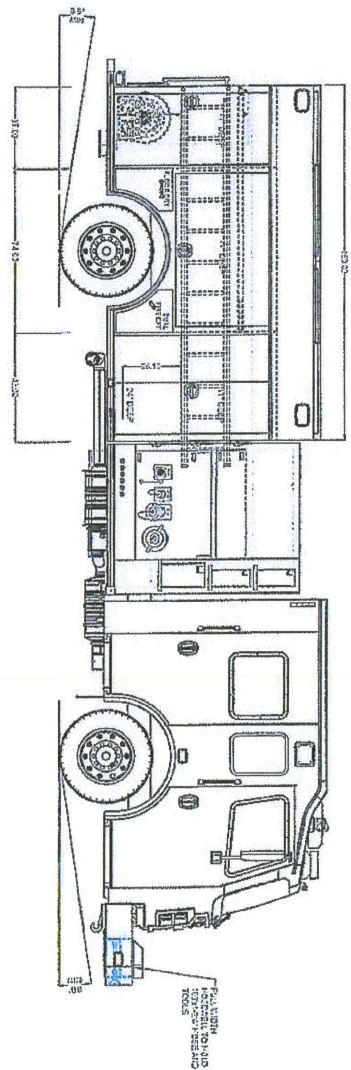
MOTION

Move to approve the purchase of one (1) Rosenbauer Commander Pumper Fire Engine from Emergency Vehicles Plus through the Sourcewell Government Cooperative Purchasing Program at a cost of \$1,291,723 from line item 661-594-981.000, with an additional \$4,858 from Majik Graphics for decal work from line item 101.339.938.000

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER



1. OVERALL LENGTH IS 43'-0" (13.11 M).
2. WHEELBASE IS 11'-0" (3.35 M).
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO REVISIONS WITHOUT NOTICE.
4. DRAWING IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.
5. DIMENSIONS OF PLATFORM ARE BASED ON 15'-0" (4.57 M) PLATFORM.

REV.	DATE	BY	CHKD.	DESCRIPTION
001	01/11/00	001	001	ISSUED FOR CONSTRUCTION
002	01/11/00	001	001	ISSUED FOR CONSTRUCTION
003	01/11/00	001	001	ISSUED FOR CONSTRUCTION
004	01/11/00	001	001	ISSUED FOR CONSTRUCTION
005	01/11/00	001	001	ISSUED FOR CONSTRUCTION
006	01/11/00	001	001	ISSUED FOR CONSTRUCTION
007	01/11/00	001	001	ISSUED FOR CONSTRUCTION
008	01/11/00	001	001	ISSUED FOR CONSTRUCTION
009	01/11/00	001	001	ISSUED FOR CONSTRUCTION
010	01/11/00	001	001	ISSUED FOR CONSTRUCTION

AUBURN HILLS, MI

ROSENBAUER

3444-D-1

1

EV+ EMERGENCY VEHICLES PLUS

670 East 16th Street, Holland, MI 49423

800-320-9749 / 616-396-1391 Fax

August 14, 2026

Auburn Hills Fire Department
3410 E. Seyburn Drive.
Auburn Hills, MI. 48326
Chief Trevin Robinson
Deputy Chief Michael Strunk
Captain Bryan Shambeck.

We would like to thank you for providing pricing for new Rosenbauer Pumper, Commander Chassis and FX body.

The price of this is \$1,291,723.00. (THIS IS VAILD FOR 60 DAYS)

This price includes the following: preconstruction trip, Final inspection trip for personnel of the Auburn Hills Fire Department.

The above pricing also includes a \$15,000.00 contingency fund For any changes at pre-constriction and at final Inspection.

The remaining balance will be held in an equipment and/or service repair fund. That can be used after unit has been delivered and paid in full.

Emergency vehicles will provide orientation when unit is delivered to the Auburn Hills Fire Department.

Delivery of this unit will be 900 calendar days after final approval of production specifications.

Emergency Vehicles Plus is a full sales and service dealership. Please do not hesitate to contact me.

Sincerely



Bob Colter
Apparatus Consultant
Emergency Vehicles Plus
(734)-652-1129



Road Rescue
REV GROUP



REMONTS





19751 15 Mile Rd. Clinton Township, MI 48035

586.792.8055

fax 586.792.8056

email: majikmarci@yahoo.com

www.majikgraphics.com

August 18, 2026

Auburn Hills Fire Department
1899 Squirrel Rd.
Auburn Hills, MI 48326

Attn: Deputy Chief Mike Strunk

Good day – please accept the following quote for applying graphics to your new engine that we have been discussing. The lettering and striping material will be a combination of both reflective and non-reflective 3M and FDC vinyl – all high performance 9 year material – and will be laid on the sides, front end and the rear of the vehicle. The black and gold in the striping will be reflective, the lettering will be gold reflective and black reflective and the silver in the design will be non-reflective, but metallic. The chevron striping on the back end will be red and lime diamond grade 3M material. Price includes all design, material and installation at our facility. Price also includes a life of the vehicle warranty.

Price installed at our facility: \$4,858.00

Thanks for opportunity to quote on the project. Please let me know if you need anything else or if you have any changes or questions on the artwork as the project gets closer. I look forward to hearing back from you.

Sincerely,

Marcetta Hurst

Marcetta Hurst
President, Majik Graphics, Inc.

PURCHASE ORDER

Purchaser		SUPPLIER	
Purchaser:	Auburn Hills, MI	Contract #	Sourcewell Contract #: 082025-RSD
Address 1:	1827 Squirrel RD	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Auburn Hills, Michigan 48326	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:	(enter)		Delivery in Calendar Days, after receipt and acceptance of Order.	900
Date:	1/0/1900		Member #	85050

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	One (1) Rosenbauer Pumper, complete with Rosenbauer Commander chassis per attached specifications.	\$1,291,723.00	\$1,291,723.00
TOTAL			\$1,291,723.00

NOTES:	
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Rosenbauer Dealer :	Emergency Vehicles Plus
Salesperson:	Bob Colter
Signature:	<i>Bob Colter</i>

Purchaser:	Auburn Hills, MI
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time, major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), scale, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

INFLATIONARY NOTICE

Due to unprecedented volatility with inflationary pressures in our economy and existing market demand creating substantial production backlogs, Rosenbauer America reserves the right to potentially request price escalation under this contract. To be fair and reasonable, any potential price escalation request will be presented and supported with specific evidence of supply chain cost increases from material or component providers. Upon request, this may include copies of invoices from relevant suppliers to substantiate accordingly. Any request will be done in a timely manner for careful review and consideration.

BUYER INITIALS: _____

APPENDIX D
CANCELLATION POLICY

This cancellation policy is intended to outline the costs associated with canceling a contract after the vehicle has been ordered.

Cancellation Window #1

All requests for cancellation from order entry until the preconstruction meeting is held will incur a \$6,000 cancellation fee.

Cancellation Window #2

All requests for cancellation after the pre construction until the specifications have been released to engineering will incur a \$10,000 cancellation fee.

Cancellation Window #3

All requests for cancellation after the specifications have been released until the truck starts in production will incur a \$15,000 cancellation fee in addition to evaluation of materials that have been ordered.

Cancellation Window #4

All requests for cancellation while the truck is in production will be subject to review and charged based material and production time.

BUYER INITIALS: _____



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 7H

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Steve Cohen, Community Development Director; Stephanie Carroll, Economic Development Manager
Submitted: September 3, 2026
Subject: Motion – Move to approve the resolution renewing the DIRECTV Uniform Video Service Local Franchise Agreement

INTRODUCTION AND HISTORY

Attached for your review and consideration is the Michigan Uniform Video Service Local Franchise Agreement renewal for DIRECTV (formerly AT&T). This agreement complies with the legal and technical requirements of the Uniform Video Service Local Franchise Act, Public Act 480 of 2006. The renewed agreement continues the video service provider fee of 5.0% and a PEG fee of 1.0% provided to the City.

STAFF RECOMMENDATION

The Intergovernmental Cable Communications Authority's (ICCA), of which we are a member community, conducted a legal review on our behalf and found that it complies with Public Act 480 of 2006. It is recommended that the City Council approve the resolution to renew the Franchise Agreement with DIRECTV.

MOTION

Move to approve the resolution renewing the DIRECTV Uniform Video Service Local Franchise Agreement.

I CONCUR:

THOMAS A. TANGHE, CITY MANAGER

**RESOLUTION TO RENEW
THE UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT
BETWEEN DIRECTV AND THE CITY OF AUBURN HILLS**

WHEREAS DIRECTV, LLC has presented the City of Auburn Hills with an application and ten-year franchise renewal agreement which satisfies the legal and technical requirements of the Uniform Video Service Local Franchise Act, pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") et. Seq; and

WHEREAS, the renewed agreement continues the video service provider fee of 5.0% and a PEG fee of 1.0% provided to the City; and

WHEREAS, the City's powers are limited when there is legal and technical compliance; and

NOW, THEREFORE, BE IT RESOLVED, That the Auburn Hills Council hereby finds that the DIRECTV Franchise Agreement meets the legal and technical requirements of the Act, and solely for that reason, the Auburn Hills City Council hereby approves the Agreement with DIRECTV, in compliance with Section 3(3) of the Act.

BE IT FURTHER RESOLVED, That the approval of the DIRECTV Franchise Agreement does not waive the City's rights to challenge any provisions of the Act and/or any related provisions of the Agreement, including the argument that such provisions are invalid and unenforceable as violations of law or an unconstitutional impairment of the City's contractual rights. Furthermore, the City reserves any and all rights stemming from any successful challenge to such provisions that are undertaken by any other local franchising entity.

BE IT FINALLY RESOLVED, That the Mayor and the City Clerk shall sign the DIRECTV Franchise Agreement, on behalf of the City of Auburn Hills, and a copy of the executed agreement shall be attached to the original Minutes, and the City Clerk shall forward the executed agreement, in addition to a certified copy of this Resolution, to DIRECTV at the address indicated in the Franchise Agreement.



Scott J. Alexander
Senior Director – External Affairs
2260 E. Imperial Highway
El Segundo, California 90245
(214) 202-3185
scott.alexander@directv.com

August 18, 2026

Via e-mail delivery

City of Auburn Hills, MI

Dear City Officials:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Auburn Hills, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Auburn Hills, which was originally completed with AT&T Michigan ("Initial Agreement"). In 2021, that agreement was transferred from AT&T Michigan to DIRECTV, LLC.

The enclosed filing follows the standard form agreement per the MPSC. The Renewed Agreement continues the video service provider fee of 5.0% and a PEG fee of 1.0% provided to the City.

Please feel free to contact me with any questions about the agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Scott J. Alexander", with a long horizontal flourish extending to the right.

Scott J. Alexander
Senior Director – External Affairs

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Auburn Hills, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**, or the parties may mutually agree to a shorter renewal period.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5.0 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E.** In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F.** Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G.** The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H.** All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I.** Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J.** The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K.** The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A.** The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B.** Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C.** The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1.00 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

City of Auburn Hills:

DIRECTV, LLC

**1827 N. Squirrel Road
Auburn Hills, MI 48326**

**2260 E. Imperial Highway
El Segundo, CA 90245**

Attn: City Clerk

**Attn: Scott Alexander, Senior Director – External
Affairs**

e-mail address(s): clerk@auburnhills.org

email address: scott.alexander@directv.com

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A.** Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B.** The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C.** Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D.** Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E.** The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Auburn Hills, a Michigan
municipal corporation**

By

Print Name

Title

Address
1827 N. Squirrel Road

City, State, Zip
Auburn Hills, MI 48127

Phone

Fax

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

DIRECTV, LLC, a California limited liability company



By

Print Name

Scott J. Alexander

Title

Senior Director – External Affairs

Address

2260 E. Imperial Highway

City, State, Zip

El Segundo, California 90245

Phone

(214) 202-3185

Fax

None

Email

scott.alexander@directv.com

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: August 18, 2026		
Applicant's Name: DIRECTV, LLC		
Address 1: 2260 E. Imperial Highway		
Address 2:		Phone: (310) 612-6886
City: El Segundo	State: California	Zip: 90245
Federal I.D. No. (FEIN): 95-4511940		

Company executive officers:

Name(s): Brian M. Regan
Title(s): Senior Vice President and Assistant Secretary

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Scott J. Alexander or his designee(s)		
Title: Senior Director - External Affairs		
Address: 2260 E. Imperial Highway, El Segundo, California 90245		
Phone: (214) 202-3185	Fax: None	Email: scott.alexander@directv.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of wire centers or exchanges serving the City of Dearborn Heights, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Auburn Hills.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

***Verification
(Provider)***

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary	
Signature: 	Date: August 18, 2026

(Franchising Entity)

City of Auburn Hills, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

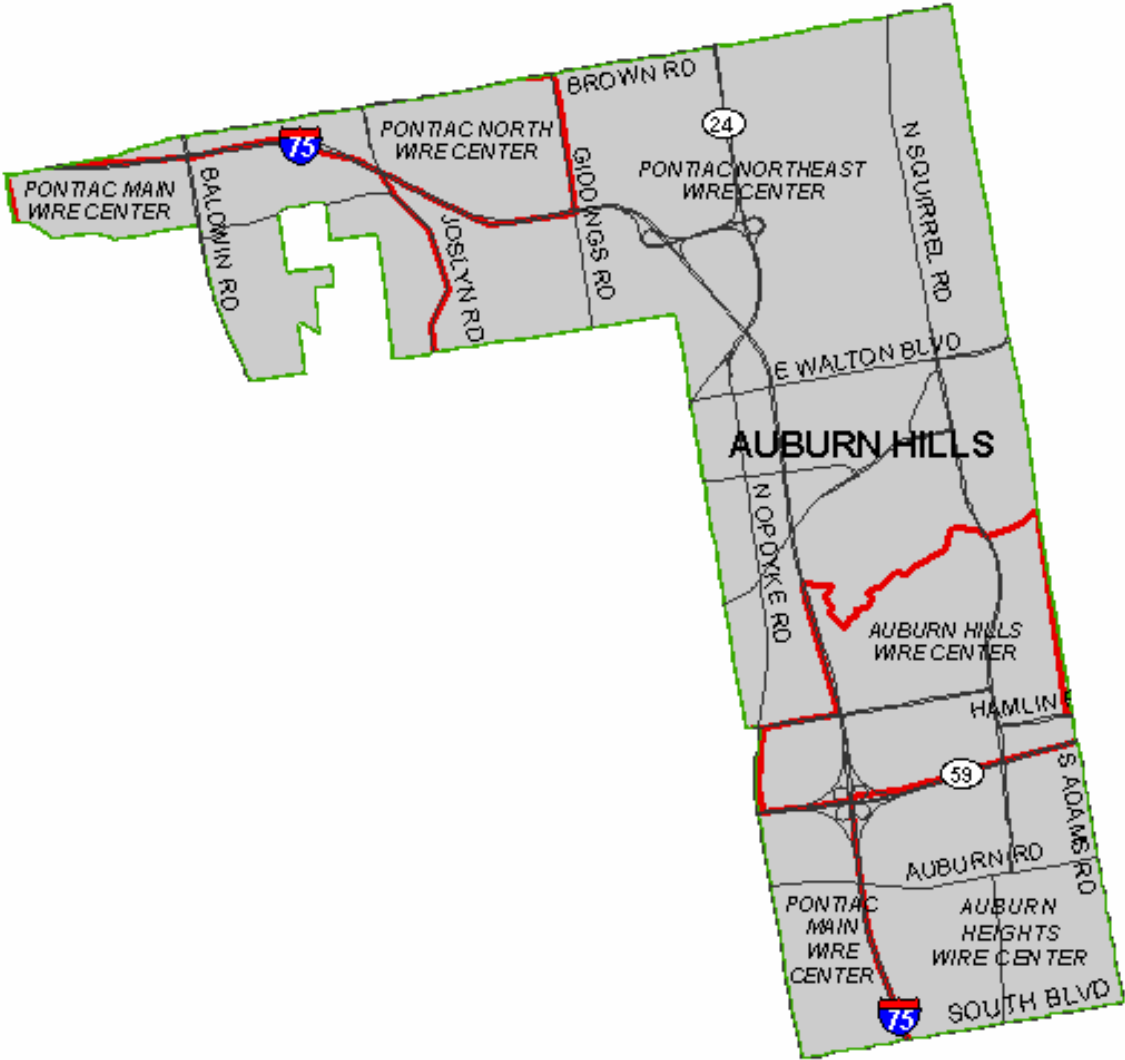
Phone

Fax

Email

Date

Auburn Hills, Michigan



Legend

- Roads
- Railroads
- Municipal Boundary Lines
- Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: SEPTEMBER 14, 2026

AGENDA ITEM NO 9A

COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Thomas A. Tanghe, City Manager; Steven J. Cohen, AICP, Director of Community Development; Devin Lang, Assistant Director of Community Development
Submitted: September 9, 2026
Subject: Motion – To approve the Demolition and Site Maintenance Agreement for the property at 3551 Hamlin

INTRODUCTION AND HISTORY

The attached Demolition and Site Maintenance Agreement was negotiated by City staff and Hamlin Road LLC (a.k.a. Ashley Capital), the owner of 3551 Hamlin Road, with assistance from the Kelly Firm. The agreement would permit demolition of the existing 209,000-square-foot office building while temporarily retaining the parking lot and certain site improvements. Ashley Capital believes that removing the outdated building will make the property more marketable for redevelopment, help attract a new build-to-suit user, and reduce the property's carrying costs.

Under the agreement, the building must be removed by December 31, 2026, and the parking lot may remain until November 30, 2028. During that period, the owner must keep the property safe, clean, and properly maintained. **If redevelopment has not progressed by November 30, 2028, the owner must begin removing the parking lot and restore the site to greenspace.** A one-time extension of up to six months is available if Ashley Capital or its successors have secured a potential user or purchaser seeking final site plan approval. That extension would expire on May 30, 2029. The agreement protects the City if the property is not maintained or if redevelopment does not occur. It will be recorded with Oakland County and remain binding on future owners of the property. The agreement also prohibits extending the removal deadline based on market conditions, financing difficulties, or an inability to find a buyer or tenant.

BACKGROUND

The office building at 3551 Hamlin Road, constructed in 1987, served as a major hub for Comerica Bank operations, including administrative, technology, and call center functions, from its opening until Comerica moved these operations to Farmington Hills in August 2024 in a move to consolidate its Auburn Hills and Livonia locations before its eventual merger with Fifth Third. After Comerica decided to consolidate operations, reports indicate that Ashley Capital acquired the property for about \$2.16 million. Since the property first became available, City staff have met with several potential developers to discuss conceptual redevelopment proposals, including a corporate office with underground parking and conversion of the building into multifamily housing. None of these proposals proved feasible.



Photo of building at 3551 Hamlin Road



Site location

KEY ISSUES

1. Site Maintenance Requirements

Ashley Capital or its successors must keep the property safe, clean, and orderly while the parking lot remains, including maintaining the parking lot, landscaping, grass, and other vegetation, and keeping the site free of litter, debris, and nuisance conditions. The City retains its authority to enforce all applicable ordinances. If the property is not properly maintained, the owner will have 10 business days after written notice to correct the issue. Continued or repeated violations may result in termination of the agreement, requiring removal of the parking lot and restoration of the property.

2. Explanation of One-Time Extension Scenario

Under the agreement, Ashley Capital or its successors may retain the parking lot until November 30, 2028. If redevelopment has not progressed by that date, removal of the parking lot must begin unless Ashley Capital or its successors qualify for a one-time extension of up to six months by entering into an agreement with a new user or purchaser and pursuing final site plan approval. If final site plan approval is not obtained during the extension, removal must begin no later than May 30, 2029. **We wish to advise the City Council that, under this extension scenario, the parking lot would not be fully removed until the latter part of 2029.** These deadlines cannot be extended for any reason, including market conditions, financing difficulties, or the inability to secure a buyer or tenant. The agreement will also be recorded with Oakland County and will remain binding on any future owner of the property.

STAFF RECOMMENDATION

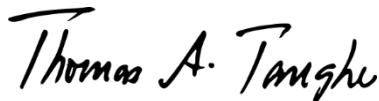
The proposed agreement provides an opportunity to remove a large, obsolete office building with limited reuse potential and to prepare the property for new investment. Temporarily retaining the parking lot and existing site improvements could reduce future development costs for a new user while preserving much of the site's mature landscaping. Removing the existing building may also improve the property's marketability and help attract a new corporate headquarters or other high-tech use that aligns with the property's T&R, Technology & Research District zoning.

The Kelly Firm has reviewed the agreement and found it legally acceptable. For these reasons, staff recommend approval of the attached Demolition and Site Maintenance Agreement.

MOTION

Move to approve the Demolition and Site Maintenance Agreement for the property at 3551 Hamlin, including Sidwell Numbers 14-25-201-006 and 14-24-476-004.

I CONCUR:



THOMAS A. TANGHE, CITY MANAGER

DEMOLITION AND SITE MAINTENANCE AGREEMENT

This **DEMOLITION AND SITE MAINTENANCE AGREEMENT** (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between THE CITY OF AUBURN HILLS, a Michigan municipal corporation, (“City”), and HAMLIN ROAD, LLC, a Michigan limited liability company, (“Owner”).

RECITALS

WHEREAS, Owner owns certain real property commonly known as 3551 Hamlin Road, Auburn Hills, Michigan (Parcel IDs 14-25-201-006, and 14-24-476-004) (as more particularly described on **Exhibit A**, the "Property");

WHEREAS, the existing commercial building located on the Property is scheduled for demolition;

WHEREAS, Owner has requested that the existing asphalt parking lot remain temporarily intact following demolition of the building in order to facilitate marketing and redevelopment of the Property;

WHEREAS, the City is willing to permit the temporary retention of the parking lot upon the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration of the mutual promises contained herein, the parties agree as follows:

1. **Demolition of Building.** Owner shall completely demolish and remove the existing building, foundations, and associated debris from the Property no later than December 31, 2026, or such later date approved in writing by the City Manager. Owner shall comply with any and all applicable State and local ordinances, procedures, and laws, and shall procure all necessary permits and authorizations required in executing this demolition.
2. **Temporary Retention of Parking Lot.** Notwithstanding any otherwise applicable City requirement requiring removal of the parking lot following demolition, the City agrees that Owner may temporarily retain the existing asphalt parking lot pursuant to the terms and conditions of this Agreement.
3. **Parking Lot Removal.** On or before November 30, 2028 Owner shall promptly commence the removal of the entire asphalt parking lot and restoration of the area with clean topsoil, final grading, and permanent vegetative cover (the “Parking Lot Removal”), and utilize commercially reasonable efforts to prosecute such work to completion, subject to the limited extension provided below.

If, on or before November 30, 2028, Owner has entered into a binding letter of intent, purchase agreement, lease, development agreement, or other written

agreement with an unaffiliated third party providing for the redevelopment or occupancy of the Property (an “Applicable Agreement”), the November 30, 2028 deadline shall be extended for a period not to exceed six (6) months (the “Extension Period”). An Applicable Agreement entered into more than six (6) months before November 30, 2028 shall not qualify for or otherwise extend the removal deadline under this Section. Owner shall provide the City with evidence of such Applicable Agreement upon request.

If final site plan approval is not obtained within the six-month Extension Period, Owner shall promptly commence the Parking Lot Removal. Upon final site plan approval, the disposition of the existing parking lot shall thereafter be governed by the approved site plan and applicable City ordinances.

The deadlines established by this Section may be extended only to the extent performance is delayed by Force Majeure. “Force Majeure” means an event beyond Owner's reasonable control that could not reasonably have been anticipated or avoided through the exercise of due diligence, including natural disasters, fire, flood, war, terrorism, civil disturbance, governmental orders, or similar events, but excluding changes in market conditions, financing difficulties, inability to obtain a purchaser or tenant, or delays resulting from Owner's acts or omissions.

4. **Property Maintenance.** Until the parking lot has been removed, Owner shall continuously maintain the Property in a safe, clean, and orderly condition, including but not limited to:
 - a. Keep the parking lot, landscaped areas, and perimeter of the Property free from weeds, grass, brush, and other overgrown vegetation;
 - b. Maintain the Property free from litter, debris, dumped materials, and other refuse from the Property;
 - c. Maintain the asphalt surface in a reasonably safe condition and repair or address significant deterioration that creates a nuisance or safety hazard;
 - d. Prevent the Property from becoming a public nuisance or otherwise violating any applicable City ordinance; and
 - e. Maintain the Property in a manner consistent with the appearance of surrounding commercially maintained properties.
5. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed given upon personal delivery, email, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested. Notices to Owner shall be sent to:

Attn: Hamlin Road, LLC
Address: 2575 S. Haggerty Road, Suite 500
Canton, MI 48188
Attention: Susan M. Harvey
Phone No. (734) 394-1900

Email: sharvey@ashleycapital.com

6. **No Waiver.** Except as expressly provided herein, nothing contained in this Agreement shall constitute a waiver of any City ordinance, code, regulation, or enforcement authority.
7. **Default.** The temporary authorization to retain the parking lot is a material inducement for this Agreement and is expressly conditioned upon Owner's continued compliance with the maintenance obligations set forth herein. If the City determines that the Property is not being maintained in accordance with this Agreement, including but not limited to excessive weed growth, accumulation of debris, deterioration of the parking lot, or other nuisance conditions, the City shall provide written notice describing the deficiency (a "Deficiency Notice").

Nothing herein shall prohibit the City from enforcing its ordinances in the ordinary course, including issuing violation notices, performing corrective maintenance where authorized by ordinance, and recovering its costs, without such enforcement constituting a default under this Agreement. The City's decision to pursue ordinance enforcement or corrective maintenance on any particular occasion shall not constitute a waiver of its right to declare a default under this Agreement for subsequent or continuing violations.

Default occurs when the Owner fails to materially comply with its maintenance obligations of the Property, or commits repeated or continuing violations of the maintenance obligations, as set forth in this Agreement and as reasonably determined by the City, and such failure is not cured by Owner within ten (10) business days following Owner's receipt of a Deficiency Notice from the City. If Owner fails to timely correct the identified deficiency within ten (10) business days after written notice, the City may declare Owner in default by providing written notice of default. Notwithstanding the foregoing, repeated or recurring violations of the maintenance obligations shall constitute a default if the City reasonably determines that such violations demonstrate a continuing failure to comply with this Agreement, notwithstanding any prior cure.

Upon default, the City's authorization permitting temporary retention of the agreement shall terminate. Owner shall thereafter, within thirty (30) days unless a shorter period is required by applicable law or City ordinance, remove the parking lot and restore the Property in accordance with all applicable City ordinances, codes, and regulations. The City may pursue any remedy available at law or in equity, including enforcement under applicable City ordinances, injunctive relief, specific performance, or any other remedy authorized by law.

8. **Indemnification and Hold Harmless.** Owner hereby agrees to indemnify, defend and hold the City harmless from all loss, costs, expense, actions, claims of action, damages and liability (including attorneys' fees and costs) for injury to or death of any person or persons and for the damage to or destruction of property caused by

Owner's actions or omissions in the course of or resulting from the maintenance activities contemplated by this Agreement.

9. **Successors and Assigns.** This Agreement shall be binding upon Owner and Owner's heirs, successors, assigns, purchasers, and transferees. The parties acknowledge and agree that this Agreement shall be recorded in the real property records of Oakland County, Michigan and shall constitute a covenant running with the land, binding upon Owner and its successors and assigns, and inuring to the benefit of the parties and their respective successors and assigns, until the Parking Lot Removal is complete or a site plan is approved, which governs the disposition of the existing parking lot (as applicable, the "Agreement Termination").

Promptly following the Agreement Termination, the parties shall reasonably cooperate in good faith to execute, acknowledge, and record such affidavit, termination agreement, release, or other instrument as may be reasonably necessary to terminate this Agreement of record.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding temporary retention of the parking lot and supersedes all prior discussions concerning this subject matter. Any amendment shall be in writing and approved by the Auburn Hills City Council.
11. **Effective Date.** This Agreement shall become effective only upon approval by resolution of the Auburn Hills City Council and execution by both parties.
12. **Transfer Taxes.** This instrument is exempt under (County) MCL §207.505(a) and under (State) MCL §207.526(a).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year recited above.

City of Auburn Hills
City Council
Approval Date: _____

CITY OF AUBURN HILLS

By: Eugene Hawkins, III
Its: Mayor

and

By: Laura Pierce
Its: Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of September 2026, by Thomas A. Tanghe, City Manager, City of Auburn Hills, on behalf of the City.

Print: _____
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of Oakland

[ADDITIONAL SIGNATURE PAGE FOLLOWS]

OWNER:

HAMLIN ROAD, LLC

By: 

Name: Kevin Hegg

Its: Authorized Signatory

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 3rd day of September 2026, by Kevin Hegg, Authorized Signatory for Hamlin Road, LLC, on behalf of said entity.



Print: Julia Anne Gibbs

Notary Public, Wayne County, Michigan

My commission expires: 12/20/2027

Acting in the County of Wayne

Drafted by:

Zack Learman
Kelly Firm, PLC
512 E. 11 Mile Road
Royal Oak, Michigan 48067

When Recorded Return to:

Erin A. Johnson
Ashley Capital, LLC
2575 S. Haggerty Road, Suite 500
Canton, Michigan 48188

EXHIBIT A

THE PROPERTY

Property situated in the City of Auburn Hills, County of Oakland, State of Michigan, and described as follows:

PARCEL B:

The following described parcel lying South of the Section line of Section 25, Town 3 North, Range 10 East, beginning at point distant South 86 degrees 42 minutes 05 seconds West 2054.43 feet from the Northeast corner of said Section 25; thence along curve to left 249.11 feet, radius 962.28 feet, central angle 14 degrees 49 minutes 56 seconds, chord bears South 10 degrees 09 minutes 15 seconds East 248.41 feet; thence South 17 degrees 34 minutes 13 seconds East 291.97 feet; thence along curve to right 207.90 feet, radius 261.50 feet, central angle 45 degrees 33 minutes 09 seconds, chord bears South 05 degrees 12 minutes 20 seconds West 202.47 feet; thence South 27 degrees 57 minutes 32 seconds West 208.51 feet; thence South 88 degrees 55 minutes 16 seconds West 208.35 feet; thence along curve to the right 147.32 feet, radius 1425.00 feet, chord bears North 49 degrees 17 minutes 42 seconds West 147.26 feet; thence North 46 degrees 20 minutes 00 seconds West 57.50 feet to the East right of way line of Squirrel Road; thence along said East right of way line North 04 degrees 29 minutes 34 seconds West 755.46 feet; thence North 00 degrees 38 minutes 18 seconds East 0.39 feet; thence North 86 degrees 42 minutes 05 seconds East 405.59 feet to the point of beginning.

Tax Parcel 02-14-25-201-006

Commonly Known As: 3551 Hamlin Road, Auburn Hills, Michigan 48326

PARCEL C:

That part of the following described parcel lying North of North Section line of Section 25, Town 3 North, Range 10 East, beginning at point distant South 86 degrees 42 minutes 05 seconds West 2054.43 feet from the Northeast corner of said Section 25; thence South 86 degrees 42 minutes 05 seconds West 405.59 feet to the East right of way line of Squirrel Road; thence along said East right of way line North 00 degrees 38 minutes 18 seconds East 375.58 feet; thence North 89 degrees 16 minutes 05 seconds East 451.27 feet; thence South 17 degrees 20 minutes 00 seconds West 26.53 feet; thence 337.10 feet along an arc of a curve to the left, (radius 962.28 feet, central angle 20 degrees 04 minutes 18 seconds, chord bears South 07 degrees 17 minutes 51 seconds West 335.38 feet to the point of beginning

Parcel Identification Nos.: 02-14-24-476-004

Commonly Known As: Vacant Land, Auburn Hills, Michigan 48326

Suspect in custody following stabbing at Sbarro's in Great Lakes Crossing



By [Aileen Wingblad](#) | awingblad@medianewsgroup.com | The Oakland Press

PUBLISHED: August 31, 2026 at 2:41 PM EDT | UPDATED: September 1, 2026 at 7:12 AM EDT

A fight broke out Sunday at a restaurant in Great Lakes Crossing Outlets, where an employee stabbed a fellow employee in the neck, officials said.

According to Auburn Hills Police Chief Scott McGraw, an 18-year-old Pontiac man was arrested in connection with the incident at Sbarro, located in the mall. The victim, also 18, was transported to an area hospital by a crew from the Auburn Hills Fire Department. He sustained an injury not believed to be life-threatening, McGraw said.

McGraw said the stabbing happened in the back room of the restaurant and stemmed from “an ongoing disagreement” between the two co-workers. Police officers were dispatched to the restaurant at approximately 12:30 p.m. in response to 911 calls reporting that one man had been stabbed with a knife during a fight between two employees.

The alleged assailant, identified by the victim, had fled the mall after the stabbing, McGraw said. As requested by the Auburn Hills Police Department, deputies with the Oakland County Sheriff's Office were dispatched to the Pontiac man's home where he was taken into custody.

No other injuries were reported and no other people were involved in the incident, McGraw said. The Oakland County Prosecutor's Office is reviewing the case for possible issuance of charges, and the alleged assailant is in custody at the Oakland County Jail.

Anyone who witnessed the incident or who has more information on it is asked to call the Auburn Hills Police Department at 248-370-9444.