



BOARD OF DIRECTORS MEETING

March 11, 2025

4:00 P.M.

Auburn Hills City Hall, City Council Conference Room • 1827 N. Squirrel Road, Auburn Hills, MI
Minutes of the TIFA Board Meeting will be on file in the City Clerk's Office • 248-370-9402

MEETING CALLED TO ORDER

1) ROLL CALL

2) PERSONS WISHING TO BE HEARD

3) APPROVAL OF MINUTES

- a) TIFA Regular Meeting Minutes – February 11, 2025

4) CORRESPONDENCE AND PRESENTATIONS

5) CONSENT AGENDA

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

- a) FY 2025 Adopted Budget and YTD Summary – February 28, 2025
- b) Receive and File the 2024 TIFA Annual Report

6) UNFINISHED BUSINESS

7) NEW BUSINESS

- a) Business Recruitment Grant Application – Talmers Auburn, LLC – 3315 Auburn Road
- b) 2025/2026 TIF-B Road Improvements Construction Funding
- c) Purchase of a Multipurpose Skid Unit for Fire Department Operations
- d) Budget Amendment for the Development Incentive Grant Awarded to Greystone Pickleball Club

8) EXECUTIVE DIRECTOR REPORT

9) BOARD MEMBER COMMENTS

10) ADJOURNMENT

Next Meeting is Scheduled for April 8, 2025 at 4:00 p.m.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: MARCH 3, 2025

AGENDA ITEM NO _____

TAX INCREMENT FINANCE AUTHORITY

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

February 11, 2025

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:02 PM.

ROLL CALL: Present: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash
Absent: Waltenspiel
Also Present: Brandon Skopek, Assistant City Manager / TIFA Executive Director; Andrew Hagge, Assistant to the City Manager; Steve Baldante, Director of Public Works; Karen Adcock, Director of Recreation & Senior Services; Tim Wisser, Manager of Municipal Properties
Guests: None

LOCATION: Administrative Conference Room, 1827 N. Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

None.

APPROVAL OF MINUTES

A. TIFA Regular Meeting Minutes – January 14, 2025

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 January 14, 2025, as presented.

Seconded by Mr. Barash

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash
No: none

CORRESPONDENCE AND PRESENTATIONS

None

CONSENT AGENDA

A. FY 2025 Adopted Budget and YTD Summary – January 31, 2025

There was no discussion on the consent agenda.

Moved by Mr. Moniz to approve the Consent Agenda.

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash
 No: none

Motion carried

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Budget Amendment for the Installation of Badge Access Controls

Mr. Hagge presented the budget amendment for the installation of badge access controls in City Hall. Mr. Hagge reminded the Board that they approved a prior version of this memo during the November TIFA meeting last year. The topic was brought back to the Board for approval to both approve the project change order and to authorize a budget amendment in the 2025 budget. The Board previously amended the 2024 budget for this project, however additional labor and materials were required to complete the project causing both the change order and the delay of the project to 2025. City staff explained that the age and layout of City Hall contributed to the necessary addition of labor and materials to complete the project.

Moved by Mr. Gudmundsen to approve the project change order in the amount of \$2,584.00 and to authorize a budget amendment to increase appropriations by \$13,646.00 in the 2025 TIF-D budget for the installation of three badge access controls from Detection Systems and Engineering.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash
 No: None

Motion Carried

B. Bid Award for the Replacement of the Retractable Wall at the Community Center

Ms. Adcock presented the agenda item regarding the replacement of the retractable wall at the Community Center to the Board. Ms. Adcock explained both the need for the replacement as well as the RFP and bid award process. The Board inquired about retrieving quotes for an electronic retractable wall, warranty information regarding the bid winner's product, and the limited number of bids received in general for the project. City staff explained that ongoing maintenance regarding the retractable wall may be more burdensome with an electronic option. The Board sought additional information on an electronic wall option and the topic will be brought back to the Board for consideration at a later date.

The TIFA Board of Directors took No Action.

C. Contract Award for University Drive Bridge Maintenance and Coating Project

Mr. Baldante presented the item regarding the University Drive bridge to the Board. Mr. Baldante explained the details of the project and the maintenance required on site as well as the bid award process. The Board inquired about the outlier bid that was received as a result of the posted RFP. City staff explained that the outlier bid was a result of the bidder not understanding what was being requested by the city. Furthermore, staff explained that this type of maintenance on the bridge will need to occur approximately every six to eight years, and that there will be some temporary lane closures on I-75 to conduct this work.

Moved by Mr. Barash to award a contract to Blastek LLC in the not-to-exceed amount of \$120,293 for Bridge Maintenance and Coating of the University Bridge over I-75 from account number 252-736-972.000.

Seconded by Dr. Fletcher

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash

No: None

Motion Carried

D. Approval of Downtown Decorative Streetlight Replacements

Mr. Wisser presented the agenda item regarding the purchase of Downtown Decorative Streetlights. Mr. Wisser explained that similar memos have been presented to the Board before regarding the purchase of streetlights in other TIF districts. The Board asked about the per unit pricing increase, which staff answered that pricing has increased by a little more than 7% since lights were last purchased in 2024. Additionally, the Board wondered if purchasing in bulk could drive down the per unit cost. Staff explained that the price per unit are a part of a consortium pricing through MiDeal, which means that the price has already been competitively bid down.

Moved by Mr. Moniz to approve the purchase of 130 Amerlux Decorative light heads from Graybar Electric, Inc. utilizing MiDeal contract pricing in an amount not to exceed \$206,206.00
Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher
No: Barash

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Skopek provided an update regarding the grant application for Alo's Sports Bar. Mr. Skopek stated that he anticipates receiving final documentation from Alo's Sports Bar in time to make the next TIFA Meeting, which is scheduled for March 11th. Additionally, Mr. Skopek noted that he will be out of town and will miss the March TIFA Meeting. Mr. Hagge will serve as his replacement for the March meeting.

BOARD MEMBER COMMENTS

The Board asked for an update regarding the Public Square project. Mr. Wisser explained the progress that has been made on site. Additionally, Mr. Wisser explained that more work can be completed when the weather changes for the better. City staff are hopeful that the project will be complete sometime during the month of May.

Mr. Barash shared with the Board that he has taken the LSAT as he continues his journey to law school and to eventually become a lawyer.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, March 11, 2025, at 4:00 p.m. in the Council Conference Room in City Hall at, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT

Moved by Mr. Moniz to adjourn the TIFA Board meeting.
Seconded by Mr. Barash

Yes: Kneffel, Goodhall, Eldredge, Gudmundsen, Moniz, Fletcher, Barash
No: None

Motion carried

The TIFA Board of Directors meeting adjourned at 4:55 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Assistant to the City Manager



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director; Andrew Hagge, Assistant to the City Manager

DATE: March 4, 2025

SUBJECT: FY 2025 Adopted Budget and YTD Summary – February 28, 2025

STATEMENT OF NET POSITION

TIF-A

- \$3.2 million cash
- \$1.3 million invested
 - \$305,904 – Cutwater
 - \$600,595 – MiClass
 - \$461,609 – MiClass Edge

TIF-B

- \$5.8 million cash
- \$11.8 million invested
 - \$8.5 million – Cutwater
 - \$3.3 million – MiClass Edge
 - \$79 - MiClass

TIF-D

- \$3.7 million cash
- \$1.4 million invested
 - \$1.4 million – Cutwater
 - \$567 – MiClass

TIFA 85-A STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 53% of budgeted revenues have been received for TIF-A in fiscal year 2025.

Property Taxes:	\$709,937
PPT Reimbursement:	\$0
Building Rental:	\$19,997
Interest:	\$17,505
EV Charging Fees:	\$688
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	\$748,127
- Approximately 2% of budgeted expenditures have been utilized for fiscal year 2025.

TIFA 85-B STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 43% of budgeted revenues have been received for TIF-B in fiscal year 2025.

Property Taxes:	\$935,817
PPT Reimbursement:	\$0
Interest:	\$75,912
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	\$1,011,729
- Approximately 0% of budgeted expenditures have been utilized for fiscal year 2025.

TIFA 86-D STATEMENT OF REVENUES AND EXPENDITURES

- Approximately 20% of budgeted revenues have been received for TIF-D in fiscal year 2025.

Property Taxes:	\$192,120
PPT Reimbursement:	\$305
Interest:	\$22,142
EV Charging Fees:	\$301
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	\$214,868
- Approximately 6% of budgeted expenditures have been utilized for fiscal year 2025.

An appropriate motion is:

Move to receive and file the TIFA Financial Report for the period ending February 28, 2025

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/28/2025

GL Number	Description	YTD Balance 02/28/2025
Fund: 251 TIFA A		
*** Assets ***		
251-000-001.000	CASH	3,204,601.87
251-000-017.002	INVESTMENT MANAGER - CUTWATER	305,903.52
251-000-017.004	CASH - MICCLASS	600,595.26
251-000-017.005	CASH - MICCLASS EDGE	461,608.79
251-000-062.000	Lease Receivable	118,970.00
251-000-130.000	LAND	6,336,254.47
251-000-132.000	LAND IMPROVEMENTS	5,199,115.52
251-000-133.000	ACCUM DEPREC-LAND & IMPROV	(2,488,764.02)
251-000-136.000	BLDGS, BLDG ADDITIONS AND	6,409,122.17
251-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(1,634,607.70)
251-000-146.000	OFFICE EQUIPMENT AND FURN	164,753.78
251-000-147.000	ACC. DEPR. - OFFICE EQUIP	(164,754.07)
251-000-158.000	CONSTRUCTION-IN-PROGRESS	0.26
251-000-159.000	MACHINERY & EQUIPMENT	167,877.38
251-000-160.000	ACCUM DEPREC-MACH & EQUIP	(102,574.83)
251-000-163.000	ROADS & INFRASTRUCTURE	17,713,486.23
251-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(9,660,285.64)
Total Assets		26,631,302.99
*** Liabilities ***		
251-000-275.000	DUE TO TAXPAYERS	665.88
251-000-360.001	Deferred Inflow of Resources	118,970.00
Total Liabilities		119,635.88
*** Fund Equity ***		
251-000-390.000	FUND BALANCE	25,206,594.37
Total Fund Equity		25,206,594.37
Total Fund 251:		
TOTAL ASSETS		26,631,302.99
BEG. FUND BALANCE - 2024		25,206,594.37
+ NET OF REVENUES/EXPENDITURES - 2024		584,889.56
+ NET OF REVENUES & EXPENDITURES		720,183.18
= ENDING FUND BALANCE		26,511,667.11
+ LIABILITIES		119,635.88
= TOTAL LIABILITIES AND FUND BALANCE		26,631,302.99

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/28/2025

GL Number	Description	YTD Balance 02/28/2025
Fund: 252 TIFA B		
*** Assets ***		
252-000-001.000	CASH	5,895,891.45
252-000-017.002	INVESTMENT MANAGER - CUTWATER	8,498,370.52
252-000-017.004	CASH - MICLASS	79.54
252-000-017.005	CASH - MICLASS EDGE	3,345,767.17
252-000-132.000	LAND IMPROVEMENTS	1,415,205.92
252-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,058,321.52)
252-000-159.000	MACHINERY & EQUIPMENT	34,200.00
252-000-160.000	ACCUM DEPREC-MACH & EQUIP	(13,680.00)
252-000-163.000	ROADS & INFRASTRUCTURE	9,772,855.05
252-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(3,309,233.65)
Total Assets		24,581,134.48
*** Liabilities ***		
252-000-275.000	DUE TO TAXPAYERS	15.12
Total Liabilities		15.12
*** Fund Equity ***		
252-000-390.000	FUND BALANCE	21,269,072.86
Total Fund Equity		21,269,072.86
Total Fund 252:		
TOTAL ASSETS		24,581,134.48
BEG. FUND BALANCE - 2024		21,269,072.86
+ NET OF REVENUES/EXPENDITURES - 2024		2,306,232.69
+ NET OF REVENUES & EXPENDITURES		1,005,813.81
= ENDING FUND BALANCE		24,581,119.36
+ LIABILITIES		15.12
= TOTAL LIABILITIES AND FUND BALANCE		24,581,134.48

BALANCE SHEET REPORT FOR CITY OF AUBURN HILLS
Balance As of 02/28/2025

GL Number	Description	YTD Balance 02/28/2025
Fund: 253 TIFA D		
*** Assets ***		
253-000-001.000	CASH	3,772,111.94
253-000-017.002	INVESTMENT MANAGER - CUTWATER	1,465,986.83
253-000-017.004	CASH - MICLASS	567.21
253-000-130.000	LAND	2,017,211.00
253-000-132.000	LAND IMPROVEMENTS	3,726,962.87
253-000-133.000	ACCUM DEPREC-LAND & IMPROV	(1,419,258.46)
253-000-136.000	BLDGS, BLDG ADDITIONS AND	20,466,188.80
253-000-137.000	ACCUM DEPREC-BLDGS & ADDS & IMPROVEMNTS	(9,945,301.76)
253-000-146.000	OFFICE EQUIPMENT AND FURN	25,794.03
253-000-147.000	ACC. DEPR. - OFFICE EQUIP	(10,316.94)
253-000-158.000	CONSTRUCTION-IN-PROGRESS	317,853.49
253-000-159.000	MACHINERY & EQUIPMENT	42,919.48
253-000-160.000	ACCUM DEPREC-MACH & EQUIP	(36,869.57)
253-000-163.000	ROADS & INFRASTRUCTURE	8,984,067.60
253-000-164.000	ACCUM DEPREC-ROAD & INFRASTURE	(2,753,018.91)
Total Assets		26,654,897.61
*** Liabilities ***		
253-000-275.000	DUE TO TAXPAYERS	18,993.41
Total Liabilities		18,993.41
*** Fund Equity ***		
253-000-390.000	FUND BALANCE	25,496,082.51
Total Fund Equity		25,496,082.51
Total Fund 253:		
TOTAL ASSETS		26,654,897.61
BEG. FUND BALANCE - 2024		25,496,082.51
+ NET OF REVENUES/EXPENDITURES - 2024		1,010,927.83
+ NET OF REVENUES & EXPENDITURES		128,893.86
= ENDING FUND BALANCE		26,635,904.20
+ LIABILITIES		18,993.41
= TOTAL LIABILITIES AND FUND BALANCE		26,654,897.61

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2025

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2025 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Revenues						
Department: 735 TIFA A						
251-735-402.000	AD VALOREM	1,144,736.00	709,936.79	538,406.56	434,799.21	62.02
251-735-412.000	DELINQUENT PERSONAL PROPERTY	1,500.00	0.00	0.00	1,500.00	0.00
251-735-414.000	MTT YE ACCRUAL	(117,442.00)	0.00	0.00	(117,442.00)	0.00
251-735-573.000	LOCAL COMMUNITY STABILIZATION SHARE	213,706.00	0.00	0.00	213,706.00	0.00
251-735-651.400	U&A FEES - ELECTRIC VEHICLE CHARGING	300.00	688.19	333.36	(388.19)	229.40
251-735-665.000	INTEREST REVENUE	91,513.00	16,035.98	5,712.62	75,477.02	17.52
251-735-667.000-CHAMBER_3395	BUILDING RENTAL - EXTERNAL	21,912.00	1,796.00	0.00	20,116.00	8.20
251-735-667.000-PKSTRUC_3381	BUILDING RENTAL - EXTERNAL	36,409.00	18,201.60	0.00	18,207.40	49.99
251-735-669.001	INTEREST REV EXT MANAGERS	11,539.00	1,469.00	0.00	10,070.00	12.73
Total Dept 735 - TIFA A		1,404,173.00	748,127.56	544,452.54	656,045.44	53.28
Revenues		1,404,173.00	748,127.56	544,452.54	656,045.44	53.28
Account Category: Expenditures						
Department: 735 TIFA A						
251-735-722.000	WORKERS COMPENSATION	92.00	39.00	19.50	53.00	42.39
251-735-729.000	PRINTING	1,500.00	0.00	0.00	1,500.00	0.00
251-735-730.000	POSTAGE	250.00	125.34	27.44	124.66	50.14
251-735-799.000	EQUIPMENT UNDER \$5,000	4,766.00	0.00	0.00	4,766.00	0.00
251-735-800.199	LANDSCAPE/GEN MAINT	331,853.33	128.94	128.94	331,724.39	0.04
251-735-802.000-CHAMBER_3395	CONTRACTED SERVICES	5,000.00	100.00	0.00	4,900.00	2.00
251-735-802.000-THE DEN_3388	CONTRACTED SERVICES	5,000.00	380.00	0.00	4,620.00	7.60
251-735-810.000	INVESTMENT MANAGEMENT FEES	420.00	0.00	0.00	420.00	0.00
251-735-817.000	CONSULTANT SERVICES	5,000.00	0.00	0.00	5,000.00	0.00
251-735-851.000-PKSTRUC_3381	TELEPHONE	1,207.00	0.00	0.00	1,207.00	0.00
251-735-885.000	COMMUNITY RELATIONS	3,000.00	0.00	0.00	3,000.00	0.00
251-735-885.000-TREELIGHTING	COMMUNITY RELATIONS	15,000.00	0.00	0.00	15,000.00	0.00
251-735-921.000-CHAMBER_3395	ELECTRIC	2,214.00	218.65	218.65	1,995.35	9.88
251-735-921.000-PKSTRUC_3381	ELECTRIC	25,000.00	4,342.34	4,342.34	20,657.66	17.37
251-735-921.000-THE DEN_3388	ELECTRIC	2,460.00	67.91	67.91	2,392.09	2.76
251-735-922.000	STREET LIGHTING	48,000.00	8,304.47	4,939.44	39,695.53	17.30
251-735-922.000-RIVERSD_3311	STREET LIGHTING	8,000.00	959.18	959.18	7,040.82	11.99
251-735-922.000-SKATEPRK_202	STREET LIGHTING	300.00	25.71	25.71	274.29	8.57
251-735-923.000-CHAMBER_3395	HEAT	1,700.00	387.84	387.84	1,312.16	22.81
251-735-923.000-PKSTRUC_3381	HEAT	250.00	18.80	18.80	231.20	7.52
251-735-923.000-THE DEN_3388	HEAT	2,000.00	333.40	333.40	1,666.60	16.67
251-735-924.000-CHAMBER_3395	CABLE TV SERVICES	1,514.00	0.00	0.00	1,514.00	0.00
251-735-924.000-THE DEN_3388	CABLE TV SERVICES	2,225.00	0.00	0.00	2,225.00	0.00
251-735-927.000-CHAMBER_3395	WATER CONSUMPTION	1,000.00	10.91	10.91	989.09	1.09
251-735-927.000-FIREST1_3483	WATER CONSUMPTION	4,100.00	16.67	16.67	4,083.33	0.41
251-735-927.000-PKSTRUC_3381	WATER CONSUMPTION	710.00	9.30	9.30	700.70	1.31
251-735-927.000-RIVERSD_3311	WATER CONSUMPTION	27,800.00	0.00	0.00	27,800.00	0.00
251-735-927.000-RIVERWDS_300	WATER CONSUMPTION	1,200.00	0.00	0.00	1,200.00	0.00
251-735-927.000-THE DEN_3388	WATER CONSUMPTION	1,000.00	5.58	5.58	994.42	0.56
251-735-929.000	IRRIGATION WATER AND MAINT.	40,000.00	221.68	221.68	39,778.32	0.55
251-735-931.000	BLDG. MAINTENANCE	60,000.00	190.00	190.00	59,810.00	0.32
251-735-931.000-CHAMBER_3395	BLDG. MAINTENANCE	6,253.00	4,521.61	0.00	1,731.39	72.31
251-735-931.000-PKSTRUC_3381	BLDG. MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2025

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2025 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used
Fund: 251 TIFA A						
Account Category: Expenditures						
Department: 735 TIFA A						
251-735-931.000-THEDEN__3388	BLDG. MAINTENANCE	4,000.00	0.00	0.00	4,000.00	0.00
251-735-937.000	PARKING LOT MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00
251-735-937.001	PATHWAY MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00
251-735-937.003	SIDEWALK MAINTENANCE	10,000.00	0.00	0.00	10,000.00	0.00
251-735-957.000	MISC/CONTINGENCY	1,000.00	0.00	0.00	1,000.00	0.00
251-735-957.002	LIABILITY INSURANCE	6,715.00	7,264.00	0.00	(549.00)	108.18
251-735-959.000	PROPERTY TAXES	1,900.00	273.05	0.00	1,626.95	14.37
251-735-967.100	SITE IMPROVEMENT GRANTS	190,000.00	0.00	0.00	190,000.00	0.00
251-735-995.004	ADMINISTRATIVE CHARGES	66,267.00	0.00	0.00	66,267.00	0.00
251-735-995.007	INTERFUND SERVICES	43,110.00	0.00	0.00	43,110.00	0.00
251-735-995.101	TRANSFER TO GENERAL FUND	120,000.00	0.00	0.00	120,000.00	0.00
251-735-995.203-BUTLERROADXX	TRANSFER TO LOCAL STREETS	250,000.00	0.00	0.00	250,000.00	0.00
Total Dept 735 - TIFA A		1,319,306.33	27,944.38	11,923.29	1,291,361.95	2.12
Expenditures		1,319,306.33	27,944.38	11,923.29	1,291,361.95	2.12
Fund 251 - TIFA A:						
TOTAL REVENUES		1,404,173.00	748,127.56	544,452.54	656,045.44	53.28
TOTAL EXPENDITURES		1,319,306.33	27,944.38	11,923.29	1,291,361.95	2.12
NET OF REVENUES & EXPENDITURES:		84,866.67	720,183.18	532,529.25	(635,316.51)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2025

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2025 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdg Used
Fund: 252 TIFA B						
Account Category: Revenues						
Department: 736 TIFA B						
252-736-402.000	AD VALOREM	1,730,315.00	935,816.97	816,459.74	794,498.03	54.08
252-736-412.000	DELINQUENT PERSONAL PROPERTY	1,500.00	0.00	0.00	1,500.00	0.00
252-736-414.000	MTT YE ACCRUAL	(7,112.00)	0.00	0.00	(7,112.00)	0.00
252-736-573.000	LOCAL COMMUNITY STABILIZATION SHARE	90,378.00	0.00	0.00	90,378.00	0.00
252-736-665.000	INTEREST REVENUE	224,339.00	35,031.23	10,510.11	189,307.77	15.62
252-736-669.001	INTEREST REV EXT MANAGERS	320,546.00	40,881.00	0.00	279,665.00	12.75
Total Dept 736 - TIFA B		2,359,966.00	1,011,729.20	826,969.85	1,348,236.80	42.87
Revenues		2,359,966.00	1,011,729.20	826,969.85	1,348,236.80	42.87
Account Category: Expenditures						
Department: 736 TIFA B						
252-736-732.000	SOFTWARE & LICENSES SUBSCRIPTIONS	30,000.00	0.00	0.00	30,000.00	0.00
252-736-800.199	LANDSCAPE/GEN MAINT	6,000.00	0.00	0.00	6,000.00	0.00
252-736-810.000	INVESTMENT MANAGEMENT FEES	6,600.00	0.00	0.00	6,600.00	0.00
252-736-885.000	COMMUNITY RELATIONS	16,000.00	0.00	0.00	16,000.00	0.00
252-736-901.000	ADVERTISING/MARKETING	1,000.00	0.00	0.00	1,000.00	0.00
252-736-922.000	STREET LIGHTING	11,000.00	1,807.83	1,160.85	9,192.17	16.43
252-736-929.000	IRRIGATION WATER AND MAINT.	40,000.00	39.65	39.65	39,960.35	0.10
252-736-957.000	MISC/CONTINGENCY	500.00	0.00	0.00	500.00	0.00
252-736-967.100	SITE IMPROVEMENT GRANTS	115,553.08	0.00	0.00	115,553.08	0.00
252-736-972.000	LAND AND IMPROVEMENTS	1,950,000.00	0.00	0.00	1,950,000.00	0.00
252-736-973.005	NON MOTORIZED PATHWAYS	10,000.00	0.00	0.00	10,000.00	0.00
252-736-995.004	ADMINISTRATIVE CHARGES	35,150.00	0.00	0.00	35,150.00	0.00
252-736-995.007	INTERFUND SERVICES	30,207.00	0.00	0.00	30,207.00	0.00
252-736-995.101	TRANSFER TO GENERAL FUND	102,263.00	0.00	0.00	102,263.00	0.00
252-736-995.203-EXECUTIVESAD	TRANSFER TO LOCAL STREETS	2,570,000.00	0.00	0.00	2,570,000.00	0.00
252-736-995.301	TRANSFER TO PATROL DEPT	261,044.00	4,067.91	2,465.40	256,976.09	1.56
Total Dept 736 - TIFA B		5,185,317.08	5,915.39	3,665.90	5,179,401.69	0.11
Expenditures		5,185,317.08	5,915.39	3,665.90	5,179,401.69	0.11
Fund 252 - TIFA B:						
TOTAL REVENUES		2,359,966.00	1,011,729.20	826,969.85	1,348,236.80	42.87
TOTAL EXPENDITURES		5,185,317.08	5,915.39	3,665.90	5,179,401.69	0.11
NET OF REVENUES & EXPENDITURES:		(2,825,351.08)	1,005,813.81	823,303.95	(3,831,164.89)	

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2025

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2025 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used
Fund: 253 TIFA D						
Account Category: Revenues						
Department: 737 TIFA D						
253-737-402.000	AD VALOREM	385,204.00	192,119.58	169,562.59	193,084.42	49.87
253-737-412.000	DELINQUENT PERSONAL PROPERTY	1,000.00	305.35	0.00	694.65	30.54
253-737-414.000	MTT YE ACCRUAL	(80,596.00)	0.00	0.00	(80,596.00)	0.00
253-737-573.000	LOCAL COMMUNITY STABILIZATION SHARE	653,253.00	0.00	0.00	653,253.00	0.00
253-737-651.400	U&A FEES - ELECTRIC VEHICLE CHARGING	250.00	301.26	140.53	(51.26)	120.50
253-737-665.000	INTEREST REVENUE	68,149.00	15,084.62	6,724.23	53,064.38	22.13
253-737-669.001	INTEREST REV EXT MANAGERS	55,293.00	7,058.00	0.00	48,235.00	12.76
Total Dept 737 - TIFA D		1,082,553.00	214,868.81	176,427.35	867,684.19	19.85
Revenues		1,082,553.00	214,868.81	176,427.35	867,684.19	19.85
Account Category: Expenditures						
Department: 737 TIFA D						
253-737-703.000	WAGES - TEMPORARY & PART-TIME	24,000.00	0.00	0.00	24,000.00	0.00
253-737-715.000	SOCIAL SECURITY	1,836.00	0.00	0.00	1,836.00	0.00
253-737-800.199	LANDSCAPE/GEN MAINT	6,383.00	0.00	0.00	6,383.00	0.00
253-737-810.000	INVESTMENT MANAGEMENT FEES	1,400.00	0.00	0.00	1,400.00	0.00
253-737-885.000	COMMUNITY RELATIONS	1,750.00	0.00	0.00	1,750.00	0.00
253-737-922.000	STREET LIGHTING	65,000.00	13,905.69	6,972.15	51,094.31	21.39
253-737-927.000	WATER CONSUMPTION	100.00	0.00	0.00	100.00	0.00
253-737-927.000-2458ESEYBURN	WATER CONSUMPTION	0.00	2.84	2.84	(2.84)	100.00
253-737-927.000-ADMBLDG_1827	WATER CONSUMPTION	6,000.00	234.83	234.83	5,765.17	3.91
253-737-927.000-FIREADM_3410	WATER CONSUMPTION	0.00	41.89	41.89	(41.89)	100.00
253-737-927.000-LIBRARY_3400	WATER CONSUMPTION	4,000.00	146.48	146.48	3,853.52	3.66
253-737-927.000-SPORTFD_1800	WATER CONSUMPTION	12,000.00	21.92	21.92	11,978.08	0.18
253-737-929.000	IRRIGATION WATER AND MAINT.	78,000.00	0.00	0.00	78,000.00	0.00
253-737-931.000	BLDG. MAINTENANCE	35,000.00	0.00	0.00	35,000.00	0.00
253-737-931.000-ADMBLDG_1827	BLDG. MAINTENANCE	216,666.84	71,621.30	18,458.30	145,045.54	33.06
253-737-931.000-COMMCTR_3350	BLDG. MAINTENANCE	40,000.00	0.00	0.00	40,000.00	0.00
253-737-937.003	SIDEWALK MAINTENANCE	5,000.00	0.00	0.00	5,000.00	0.00
253-737-957.000	MISC/CONTINGENCY	150.00	0.00	0.00	150.00	0.00
253-737-972.000	LAND AND IMPROVEMENTS	600,000.00	0.00	0.00	600,000.00	0.00
253-737-972.000-CAMPUSSIGNXX	LAND AND IMPROVEMENTS	150,000.00	0.00	0.00	150,000.00	0.00
253-737-975.000-FIRE2_1899__	BLDG. ADDITIONS & IMPROVEMENTS	35,531.88	0.00	0.00	35,531.88	0.00
253-737-995.004	ADMINISTRATIVE CHARGES	29,764.00	0.00	0.00	29,764.00	0.00
253-737-995.007	INTERFUND SERVICES	14,667.00	0.00	0.00	14,667.00	0.00
Total Dept 737 - TIFA D		1,327,248.72	85,974.95	25,878.41	1,241,273.77	6.48
Expenditures		1,327,248.72	85,974.95	25,878.41	1,241,273.77	6.48
Fund 253 - TIFA D:						
TOTAL REVENUES		1,082,553.00	214,868.81	176,427.35	867,684.19	19.85
TOTAL EXPENDITURES		1,327,248.72	85,974.95	25,878.41	1,241,273.77	6.48
NET OF REVENUES & EXPENDITURES:		(244,695.72)	128,893.86	150,548.94	(373,589.58)	
Report Totals:						
TOTAL REVENUES - ALL FUNDS		4,846,692.00	1,974,725.57	1,547,849.74	2,871,966.43	40.74
TOTAL EXPENDITURES - ALL FUNDS		7,831,872.13	119,834.72	41,467.60	7,712,037.41	1.53

REVENUE AND EXPENDITURE REPORT FOR CITY OF AUBURN HILLS

Balance As of 02/28/2025

*NOTE: Available Balance / Pct Budget does not reflect amounts encumbered.

GL Number	Description	2025 Amended Budget	YTD Balance 02/28/2025	Activity For 02/28/2025	Available Balance 02/28/2025	% Bdgt Used
NET OF REVENUES & EXPENDITURES:		(2,985,180.13)	1,854,890.85	1,506,382.14	(4,840,070.98)	



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director

DATE: February 17, 2025

SUBJECT: Receive and File the 2024 TIFA Annual Report

No additional written material provided.

An appropriate motion is:

Move to receive and file the 2024 TIFA Annual Report.



2024 ANNUAL REPORT

Introduction

In 1980, the Tax Increment Financing Authority (TIFA) Act was established, and then updated and recodified in 2018, to prevent urban deterioration and encourage economic development using tax increment financing within an established district. Tax increment financing utilizes incremental tax capture above the base amount established at the time a Tax Increment Financing (TIF) District is created. Auburn Hills has three TIFA districts; 85-A, 85-B and 86-D which are managed by the Tax Increment Finance Authority Board of Directors. The Tax Increment Finance Authority Board of Directors is prescribed powers and duties including interest in real and personal property, the creation and implementation of development plans, study and analysis of economic changes taking place within the municipality, and the impact of growth in the development districts. The Board of Directors develop long range plans as well as preservation and planning initiatives through the use of matching grants, strategic design, and improvements.

Summary of 2024

Through strategic planning and coordinated efforts in 2024, the TIFA Board of Directors has facilitated initiatives that strengthen the City's economic vitality, improve public infrastructure, and enhance recreational assets, ensuring the long-term sustainability of the City of Auburn Hills.

Supporting Economic Development

To encourage and support local business growth, the Board of Directors awarded economic development incentive grants to Bacall Development to address a series of site and building challenges related to their mixed-use development in downtown Auburn Hills, and Greystone Pickleball Club, to address cost-prohibitive environmental and geotechnical challenges impacting their new 60,000 square foot facility along the Opdyke Road corridor. Additionally, the Board of Directors awarded a grant to support the installation of a new surveillance system at thyssenkrupp North America as part of the City's Safe City Initiative.

Enhancing Public Spaces

The Board of Directors provided funding for the replacement of the River Woods Park play structure and basketball court and contributed matching grant funds to support the construction of the Public Square. The Public Square will serve as a central gathering place in downtown Auburn Hills and will feature a performance stage, pergolas, raised planter boxes with seating, artificial turf, and lighting enhancements. Lastly, the Board of Directors purchased a new 40-foot Christmas tree for downtown Auburn Hills, further enhancing downtown's holiday décor.

Investing in Infrastructure

In 2024, the Board of Directors provided funding for the engineering design work necessary for the reconstruction of Butler Road, Executive Hills Boulevard, Centre Road, and Innovation Drive. The Board of Directors also provided funding for the Oakland University water main extension project located at Oakland University's West Campus.

Investing in City Facilities

Finally, the Board of Directors allocated funding for the renovations at Fire Station 2, which is located on the City's Municipal Campus. These renovations will improve working conditions, increase productivity, and improve service delivery to the community.

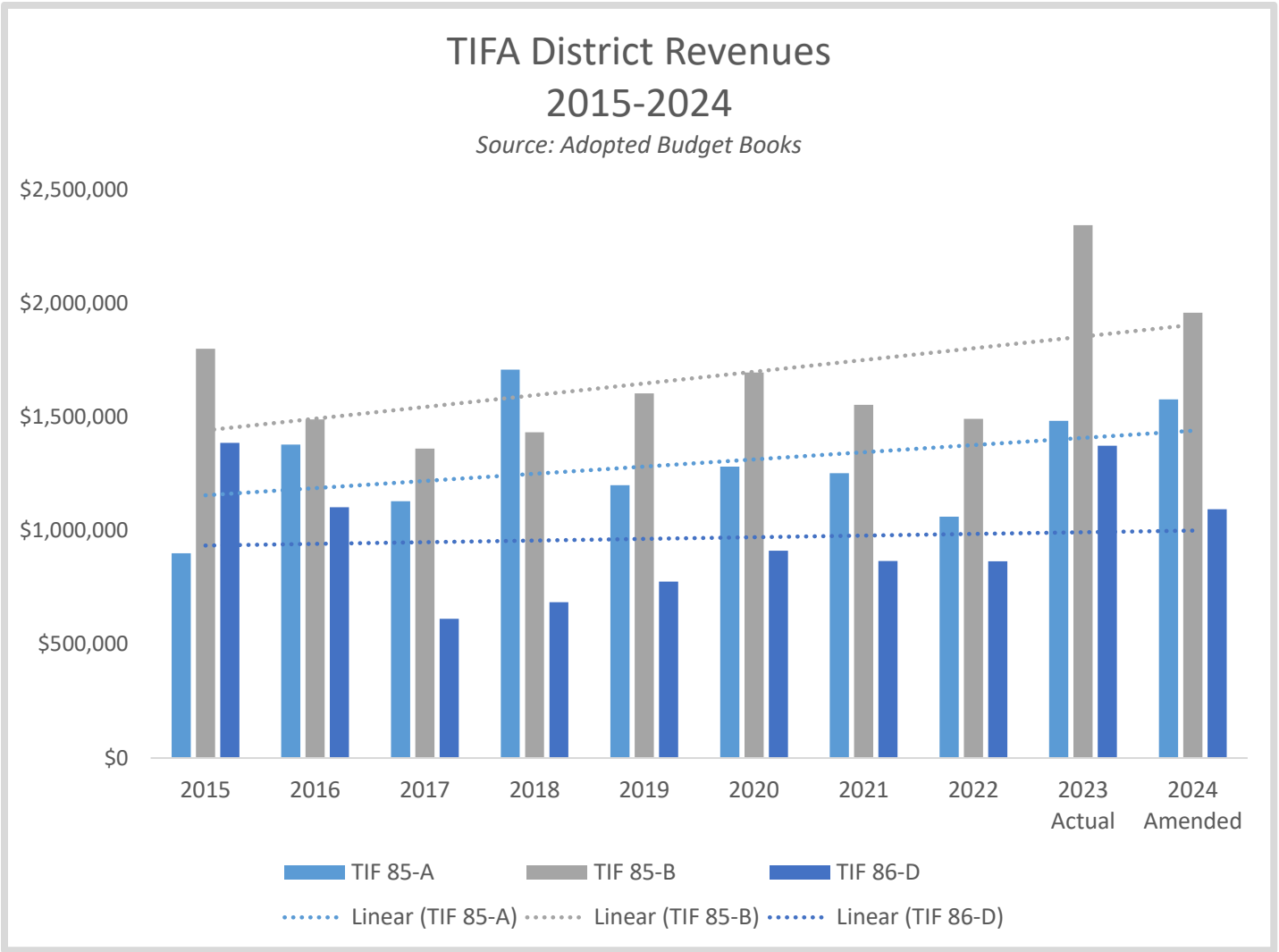
Current Fund Balances

	TIF 85-A	TIF 85-B	TIF 86-D	Totals
Assets	\$25,961,934	\$23,576,893	\$25,537,249	\$75,076,076
Liabilities	\$128,305	\$1,139	\$19,581	\$149,025
Net Position	\$25,833,629	\$23,575,754	\$26,517,668	\$75,927,051
Cash	\$3,907,545	\$16,645,428	\$5,121,018	\$25,673,991

Source: TIFA Financial Statements – December 2024 *Pre-Audit

Revenues

Staff and the Tax Increment Finance Authority Board of Directors understand the necessity to remain fiscally conservative when making policy decisions. As new projects begin in the districts, corresponding tax increment revenue will influence the future budgets and help sustain the future of the Tax Increment Finance Authority.

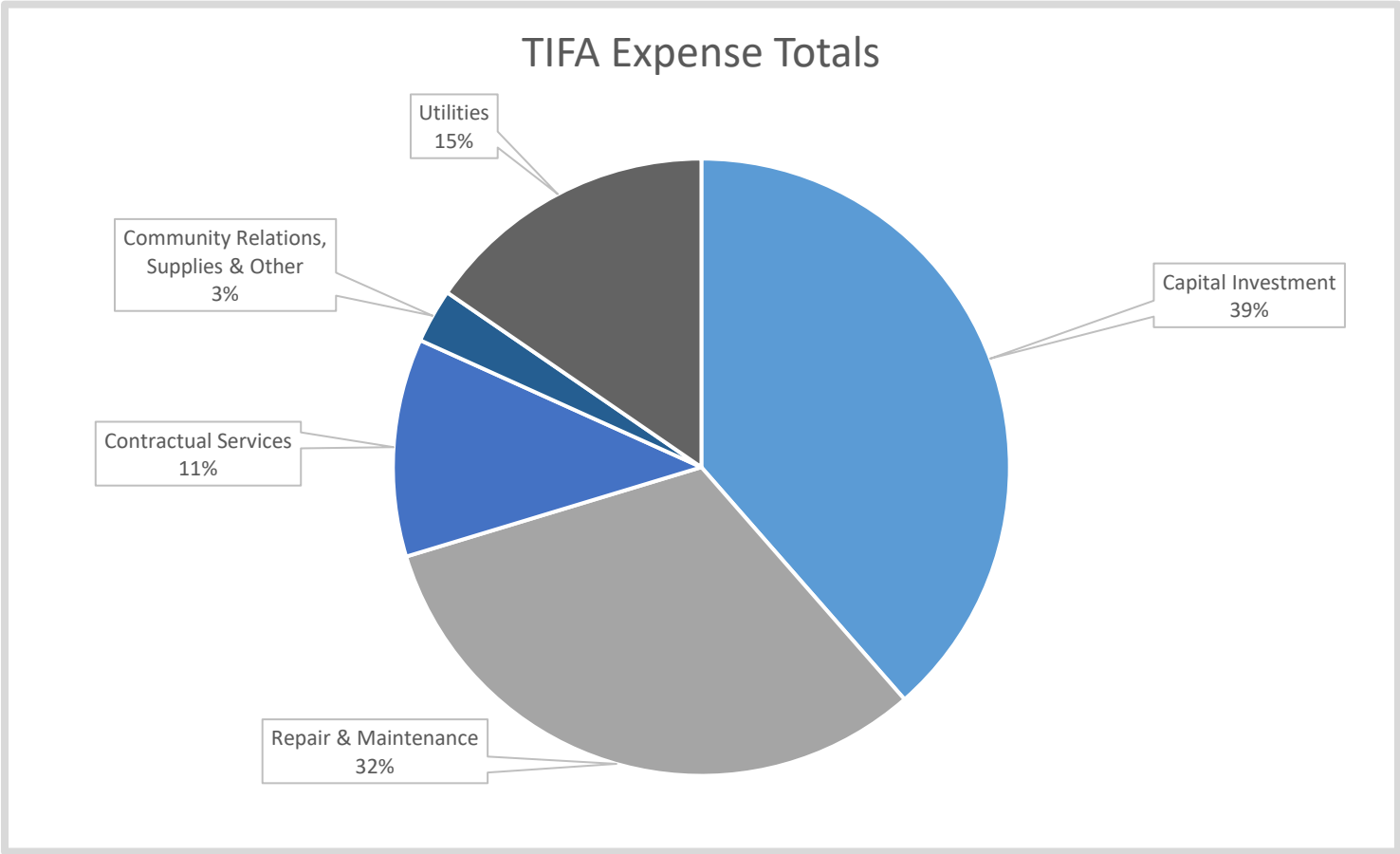


Source: TIFA Financial Statements – December 2024 *Pre-Audit

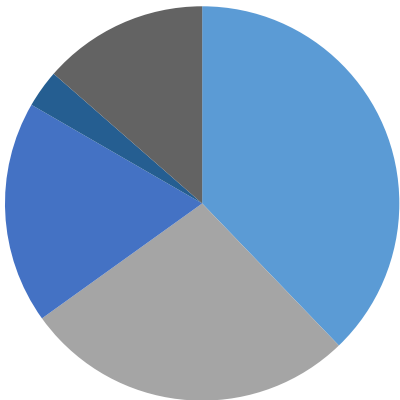
Expense Breakdown

The most impactful expenses and budgetary constraints on the Tax Increment Finance Authority come from the following areas: repair and maintenance, capital investment, utilities, community relations, supplies, & other, and contractual services.

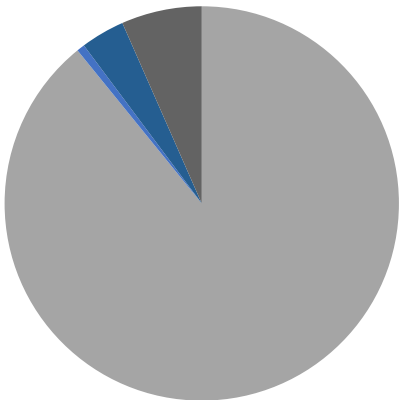
The following charts break down the proportion of these expenses in each district and provide an overview of the total of these expenses of all the districts combined.



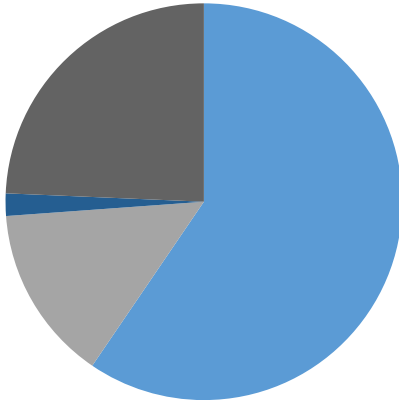
TIF 85-A



TIF 85-B



TIF 86-D



Source: TIFA Financial Statements – December 2024 *Pre-Audit

Conclusion

The Tax Increment Finance Authority works diligently to market properties in the core downtown area to create higher residential and retail density and to generate more walkable traffic throughout the downtown. Into the future, the Board and its leadership will continue to look for strategic partnerships with local stakeholders and higher education institutions to establish greater connections to the businesses and individuals in which the Tax Increment Finance Authority serves.

The progress that the Tax Increment Finance Authority has continued to make throughout 2024 is a direct result of the Board's dedication to furthering its vision and mission. The Tax Increment Finance Authority will continue to work closely with the Auburn Hills Downtown Development Authority (DDA) as the two economic development entities share district boundaries and City-owned property.

As the community continues to build-out, the Tax Increment Finance Authority Board of Directors will continue to preserve and maintain our community assets. The established tradition of the Tax Increment Finance Authority leadership will continue to be the guiding principle for partnerships in the business community and seeking out greater community involvement.

2025 TIFA Board of Directors

Michael Kneffel, *Chairman*

Ron Moniz, *Vice Chairman*

Steven Goodhall, *Secretary*

Dr. Shawanna Fletcher, *City Council Liaison*

Bob Waltenspiel

Dr. Cody Eldredge

Paul Gudmundsen

Anthony Barash

Brandon Skopek, *Executive Director*



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director

DATE: February 27, 2025

SUBJECT: Business Recruitment Grant Application – Talmers Auburn, LLC – 3315 Auburn Road

INTRODUCTION AND HISTORY

Alo's Sports Bar is seeking to occupy the building located at 3315 Auburn Road in downtown Auburn Hills. Alo's Sports Bar is a new establishment but will be owned and operated by Alonso and Platon Rodriguez, whose restaurant projects include Rio on Main and Snap Taco in Lake Orion, and Cantina El Dorado in downtown Auburn Hills. Alo's Sports Bar aims to create a vibrant gathering spot right in the heart of downtown Auburn Hills that will offer high-quality food and beverages.

While Alonso and Platon Rodriguez will own and operate the restaurant, the building is owned by Nick Talmers (Talmers Auburn, LLC). As the property owner, Mr. Talmers has applied for the Tax Increment Finance Authority's (TIFA) Business Recruitment Grant to assist with building upgrades necessary for the proposed restaurant and is seeking a grant in the amount of \$100,000. The total cost for the redevelopment of this building and site is estimated to be \$1.4 million. Included in your packet is an application narrative and other supplemental information submitted by Mr. Talmers.

INTENT OF THE SITE IMPROVEMENT GRANT

The TIFA Business Recruitment Grant is intended to promote economic vitality and community revitalization by providing an incentive to business and property owners to attract businesses into the downtown TIF District. The program encourages business and property owners to revitalize downtown buildings and to create a vibrant downtown experience.

New businesses to the community locating in TIF District A are eligible for the Business Recruitment Grant. The business must be a commercial/retail use with preference given to established businesses opening a second location and restaurants; extended hours are preferred. The TIFA reserves the right to accept or reject any application based on a review of the value, need and benefit of the project to the TIF District, and to award any amount anywhere between the minimum and maximum grant limits, regardless of the requested amount. Grants are awarded on a dollar-for-dollar matching basis, and the funding tiers are as follows:

Tier 1: New Business/Start-Up	\$10,000 - \$30,000
Tier 2: Second Location/Expansion	\$30,001 - \$50,000
Tier 3: High Impact Business, as determined by the Grant Review Committee*	

**In exceptional cases, the third tier of the Business Recruitment Grant shall be reserved for business that are able to demonstrate the potential for a high economic impact to the downtown TIF district. Eligibility shall be determined by the Grant Review Committee and the TIFA Board of Directors.*

TALMERS AUBURN, LLC GRANT APPLICATION DETAILS

Alo's Sports Bar is to be located within TIF District A, making the site address eligible for funding. You will note in the lease agreement between Talmers Auburn, LLC and Puebla Sports Bar, LLC (Alo's Sports Bar), the tenant is responsible for buildout costs; however, you will further note that the owner has agreed to make the following improvements to the property:

1. Install a new asphalt roof and replace flat portion of the roof
2. Replace all HVAC units
3. Replace parking lot with asphalt and sidewalk/pavers with concrete

Talmers Auburn, LLC is seeking grant funding for the necessary roof and HVAC work. Quotes for the roof work range from approximately \$49,516 to \$291,000 and one quote for the HVAC came to \$110,000. The contractor selected for the job is Facilities Management Group, whose quote includes both roof and HVAC work for a total of \$233,317.35. The applicant understands that the grant is awarded on a dollar-for-dollar matching basis, that the grant is paid out on a reimbursement basis, and that the applicant must adhere to the City's Purchasing Ordinance and other applicable ordinances including, but not limited to building code and all necessary inspections.

It is important to note that Talmers Auburn, LLC has a couple of outstanding items that need to be completed before any grant agreement is signed. These items include permit approval from the City's Building Department for the proposed roof reconstruction and replacement of the roof top HVAC units. Further, Alo's Sports Bar will require a Special Land Use Permit and site plan approval, which will be considered by the Planning Commission on March 5 and then the City Council on March 17. Community Development staff will be recommending approval of the Special Land Use Permit.

STAFF RECOMMENDATION

The TIFA Board was provided with the opportunity to review the grant application at the January 14 Board meeting. The TIFA Grant Review Committee met on January 21 to review the application and requested submission of the following information that was missing from the application:

- Equity of Investment – Three years of tax information
- Profit and Loss Statement for the previous three (3) years and previous income and expense report
- The project timeline highlighting the start and end date for the project and key milestones
- The name of the contractor selected for the project

Mr. Talmers has addressed this information with a response to the Grant Review Committee, which you will find attached as Attachment 9. The Grant Review Committee is recommending approval of a grant award to Talmers Auburn, LLC for the roof replacement and HVAC installation at his building located at 3315 Auburn Road. The Grant Review Committee acknowledges that this new restaurant will generate a high economic impact to the downtown TIF district and, therefore, is recommending a grant award in the not-to-exceed amount of \$100,000.

As the Board will recall, there was extensive conversation regarding the requirement that the business must be open and operational 120 days after grant approval. While Mr. Talmers can provide a timeline for the work he is requesting funding for, he is unable to commit to a timeline for the remainder of the buildout that the tenant is responsible for and cannot guarantee that the business would be open and operational within 120 days. Based on this, I am recommending that the Board pay out the grant in two phases. The first payout would only occur after the following conditions are met:

1. Proof that all proposed improvements for which grant funds are being requested have been completed and have passed any required state or local inspections.
2. Submission of final invoicing showing that contractors have been paid.

Business Recruitment Grant Application – Talmers Auburn, LLC – 3315 Auburn Road

The second payout would only occur once the restaurant (Alo's Sports Bar) is open and operational and has received final certificate of occupancy from the City's Building Department. Each payment would be 50% of the awarded grant amount. The TIFA has the authority and may, at its discretion, exceed any of the guidelines it has established and disregard any of the restriction it has imposed in any case where the TIFA Board determines that the program purpose will be best served by doing so.

Lastly, I am recommending that the grant award be contingent upon Talmers Auburn, LLC receiving the necessary permit approvals from the City's Building Department for the proposed roof reconstruction and the replacement of the roof top HVAC units, and the execution of a final Grant Agreement that shall be reviewed and approved by the City Attorney.

An appropriate motion is:

Move to award a Business Recruitment Grant in the not-to-exceed amount of \$100,000 to Talmers Auburn, LLC for the proposed roof reconstruction and HVAC replacement for their building located at 3315 Auburn Road, Auburn Hills, Michigan 48326. The grant shall be paid out in accordance with the provisions outlined in the staff recommendation section of the cover memo. This approval shall be contingent upon permit approval from the City's Building Department for the proposed roof reconstruction and replacement of the roof top HVAC units, and the execution of a final Grant Agreement that shall be reviewed and approved by the City Attorney. Furthermore, authorize the Executive Director to execute all necessary documents and verify grant compliance.

ATTACHMENTS

Attachment 1 – Grant Application

Attachment 2 – Application Narrative

Attachment 3 – Financial Projections

Attachment 4 – Proof of Funds

Attachment 5 – Proof of Ownership

Attachment 6 – Lease Agreement

Attachment 7 – Floor Plan

Attachment 8 – Quotes

Attachment 9 – Supplemental Information Requested by the Grant Review Committee

TIFA AUBURN HILLS

BUSINESS RECRUITMENT GRANT APPLICATION

APPLICANT AND PROJECT INFORMATION:

BUSINESS NAME: Talmers Auburn LLC
NAME OF OWNER: Nicholas Talmers
TYPE OF BUSINESS: Real Property
STREET ADDRESS: 3315 Auburn Road
PROJECT ADDRESS: 3315 Auburn Road
CITY/STATE/ZIP CODE: Auburn Hills, MI 48326
TELEPHONE: (248) 789 5847 FACSIMILE: (248) 594 2020
EMAIL ADDRESS: ntalmers@msn.com
APPLICATION IS FOR : \$ 100,000
**Must be matched dollar-for-dollar by applicant*

ANTICIPATED START DATE OF PROJECT: February 15th
**Business must be open 120 days following approval*

I, Nicholas Talmers hereby submit this application for Business Recruitment Grant funding to the Auburn Hills Tax Increment Finance Authority, and by affixing my signature below, represent that I am authorized to do so as owner of the building/business. Furthermore, I have read the terms and conditions for funding as stated herein and agree to abide by said terms and conditions with the knowledge that funding may be withheld if I do not comply.

SIGNED: _____

Nicholas Talmers

TODAY'S DATE: _____

1/14/25

TIFA
AUBURN HILLS

TIFA Business Recruitment Grant

Application Materials

Applicant Name: Nick Talmers, building owner

Business Overview

Overview

Alo's Sports Bar aims to create a vibrant gathering spot where sports fans, food lovers, and friends can unite, offering high-quality, upscale bar fare, and signature cocktails. It will be an essential gathering spot for residents of Auburn Hills in all seasons, and will cater to sports fans of all kinds, appealing to international sports fans in addition to those of more typical American sports. Located centrally in downtown Auburn Hills, and under a mile away from various sports complexes, Alo's will be owned and operated by experienced restauranteurs Alonso and Platón Rodriguez, whose restaurant projects in the past 10 years have greatly exceeded expectations of their success, and become community essentials (Rio on Main in Lake Orion (2015), Snap Taco (2020), and Cantina El Dorado (2024)). In addition to delicious food and drinks, the large outdoor patio will add a whole new dimension to outdoor socializing and community joy to downtown Auburn Hills.

The full development of the building and property which will house Alo's has a total estimated cost of 1.4 million dollars. Total construction costs would be approximately \$220,000, and the grant proceedings will be utilized to offset \$100,000 of these total construction costs, and will specifically fund construction of the HVAC and the roof.

History

Start date	June 2025, projected
Type of operations	Food & Beverage
Business/Legal structure	Limited Liability Company
Union structure	Non-union Establishment
Markets & Products	Servicing food, drinks, and a gathering place to socialize and to enjoy sports of all kinds to clients located in Oakland and surrounding counties.

Current Business Plan

Customers & Clients	Alo's Sports Bar will serve residents of greater Auburn Hills, as well as surrounding towns in Oakland County, and even those surrounding. It will provide high quality food and drinks, and robust indoor and outdoor spaces, attracting sports fans, teams, families, and groups of friends looking to have a good time.
Resumes of Principle	<p>Alo's Sports Bar is a family business, owned and operated by brothers Platón and Alonso Rodriguez and Platón's daughter, Elsa Rodriguez. Platón and Alonso have been restaurant owners since 2015, beginning with the wildly successful Rio on Main in Lake Orion, specializing in Mexican cuisine. With Platón as head chef and leader of back of house, and Alonso managing the front of house, the brothers function as the perfect team. They handed over ownership of Rio on Main to their business partner in order to pursue a new restaurant in Lake Orion, Snap Taco, in 2020, and then Cantina El Dorado in downtown Auburn Hills at the beginning of 2024. Cantina El Dorado now welcomes upwards of one thousand people into its doors on any given Friday night, and is so popular that on peak nights the wait to eat there can be up to two hours. Their first three months of business saw 700k in gross profit, and on any given night you can witness how happy staff and customers are.</p> <p>Nick Talmers serves as the building owner, business advisor, and investor in Alo's Sports Bar. He'll bring decades of entrepreneurial experience, having built his company Cranbrook Contractual Services from the ground up, beginning in 1986. Having expanded his company from mere seal-coating and asphalt paving into realms of civil engineering and land development, Nick is driven by curiosity and relationship building, with a strong commitment to customer service. His</p>
Job Creation & Retention	Alo's Sports Bar will bring on around 60-70 new employees to fill positions including front-of-house serving and bar-tending staff, back-of-house employees (chefs, dishwashers, etc.), and managerial roles.
Hours of Operation	Monday-Sunday, 11AM to 2AM

Parking requirements

If the success of Cantina El Dorado is any measure, Alo's Sports Bar anticipates at least 5,000 weekly customers. The building property includes a large parking lot, connected to a parking lot shared with businesses which mostly close before 6pm. There are thus over one hundred parking spaces available right on site in addition to the free public parking throughout downtown Auburn Hills.

Project Specs

Grant Proceed Usage

The project's total costs are estimated 1.4 million dollars. Of these costs, total construction costs would be approximately \$220,000. The grant proceedings will be utilized to offset \$100,000 of these total construction costs, and will specifically fund construction of the HVAC and the roof. These are developments that will remain in the downtown Auburn Hills in perpetuity.

Project Narratives

Fit with Downtown

Alo's Sports Bar will fill a unique niche in the local market of international sports fans as well as a more typical football crowd. Located just a mile from UWM Sports Complex (Pontiac) and Evolution Sportsplex (Auburn Hills), it will be a wonderful gathering spot for those finishing their local soccer leagues or visit to the golf driving range. Its large outdoor patio will be a beautiful opportunity for people to enjoy warmer months dining and spending time outdoors in downtown Auburn Hills.

Project impacts

With various residential development projects happening just blocks away, Alo's will provide a lively indoor and outdoor space for new residents to gather and socialize, increasing foot traffic downtown, and thus opportunity for other local businesses. With the successful track record of the owners from their other restaurants, including **Rio on Main** (Lake Orion, 2015-2020), **Snap Taco** (Lake Orion, since 2020) and **Cantina El Dorado** (Auburn Hills, since the beginning of 2024), Platón and Alonso already have a strong understanding of and relationship to the local community and economy, current and former employees, and loyal customers at their restaurants.

Alo's Sports Bar - Pro Forma

Revenue Assumptions :

Revenue Category	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenue	\$2,500,000	\$2,625,000	\$2,750,000	\$2,875,000	\$3,000,000
Average Check per Customer	\$20	\$21	\$22	\$23	\$24
Daily Customers	350	375	400	425	450
Food Sales (%)	60%	60%	60%	60%	60%
Alcohol Sales (%)	40%	40%	40%	40%	40%
Food Revenue	\$1,500,000	\$1,575,000	\$1,650,000	\$1,725,000	\$1,800,000
Alcohol Revenue	\$1,000,000	\$1,050,000	\$1,100,000	\$1,150,000	\$1,200,000
Merchandise & Other Income (%)	7%	7%	7%	7%	7%
Merchandise Revenue	\$175,000	\$183,750	\$192,500	\$201,250	\$210,000
Total Revenue	\$2,500,000	\$2,625,000	\$2,750,000	\$2,875,000	\$3,000,000
Total COGS	\$670,000	\$703,500	\$737,000	\$770,500	\$804,000

Operating Expenses:

Expense Category	Year 1	Year 2	Year 3	Year 4	Year 5
Labor Costs (%)	32%	32%	32%	32%	32%
Labor Costs	\$800,000	\$840,000	\$880,000	\$920,000	\$960,000
Rent (Annual)	\$90,000	\$93,600	\$97,200	\$100,800	\$104,400
Utilities (5% of Revenue)	\$125,000	\$131,250	\$137,500	\$143,750	\$150,000
Marketing & Advertising (5% of Revenue)	\$125,000	\$131,250	\$137,500	\$143,750	\$150,000
Insurance	\$30,000	\$31,500	\$33,000	\$34,500	\$36,000
Maintenance & Supplies	\$30,000	\$31,500	\$33,000	\$34,500	\$36,000
Other Operating Costs	\$15,000	\$15,500	\$16,000	\$16,500	\$17,000

Total Operating Expenses:

Expense	Year 1	Year 2	Year 3	Year 4	Year 5
Total COGS	\$670,000	\$703,500	\$737,000	\$770,500	\$804,000
Labor Costs	\$800,000	\$840,000	\$880,000	\$920,000	\$960,000
Total Operating Expenses	\$1,880,000	\$1,981,100	\$2,080,700	\$2,184,500	\$2,367,400

Profit & Loss (P&L) :

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Total Revenue	\$2,500,000	\$2,625,000	\$2,750,000	\$2,875,000	\$3,000,000
Total Operating Expenses	\$1,880,000	\$1,981,100	\$2,080,700	\$2,184,500	\$2,367,400
Net Profit Before Taxes	\$620,000	\$643,900	\$669,300	\$690,500	\$632,600
Taxes (Estimated 25%)	\$155,000	\$160,975	\$167,325	\$172,625	\$158,150
Net Profit After Taxes	\$465,000	\$482,925	\$502,000	\$517,875	\$474,450

Cash Flow & Capital Requirements:

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Net Profit After Taxes	\$465,000	\$482,925	\$502,000	\$517,875	\$474,450
Capital Expenditures	\$1,000,000	\$0	\$0	\$0	\$0
Loan Repayment	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Cash Flow	(\$485,000)	\$432,925	\$452,000	\$467,875	\$424,450
Cumulative Cash Flow	(\$485,000)	(\$52,075)	\$399,925	\$867,800	\$1,292,250



December 12, 2024

Nicholas Talmers
555 Pleasant
Birmingham, MI 48009

To Whom It May Concern:

This letter is to confirm that Nicholas Talmers has accounts at Raymond James that have a value that exceeds \$550,000.00 at the close of business on December 12, 2024.

Please contact me with any questions.

Sincerely,

Brian J Lamb
Financial Advisor
248-540-7331
Brian.lamb@raymondjames.com

The information on this report is provided for your convenience, but should not be used as a substitute for the account's monthly statements or trade confirmations. The prices and valuations provided in this report have been obtained from sources deemed to be reliable, and every attempt has been made to make it as complete as possible. Nevertheless, its accuracy is not guaranteed, and independent verification of its contents is recommended.

122691 Liber 59760 Page 853 thru 855
10/30/2024 3:51:30 PM Receipt #000396687
\$21.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.00 Transfer Tax
PAID RECORDED - Oakland County, MI e-recorded
Lisa Brown, Clerk/Register of Deeds

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Patrick A. Elwell and Paula R. Elwell Joint Revocable Trust Agreement
Dated January 4, 2012

whose address is 555 Pleasant St. Birmingham, MI 48009

Quit Claim(s) to Talmers Auburn LLC

whose address is 555 Pleasant St. Birmingham, MI 48009

the following described premises situated in the City of Auburn Hills, County of Oakland, State of Michigan:

See LEGAL DESCRIPTION attached and made a part hereof, *as Exhibit A*

Commonly known as:

3315 Auburn Road,
Auburn Hills, MI 48326

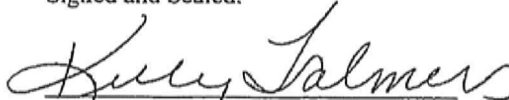
Tax Parcel # 14-25-379-009


for the full consideration of: One Dollar (\$1.00).

This transfer is exempt from the tax upon written instruments transferring interest in real estate pursuant to Public Act 67 of the Michigan Public Acts of 1969, Section 5, MCL 207.505 (a) for the reason that the consideration for this instrument is less than One Hundred Dollars (\$100.00). Also, exempt pursuant to Public Act 330 of the Michigan Public Acts of 1993, Section 6, MCL 207.526.

Dated this 13th day of September, 2024

Signed and Sealed:


Kelly Talmers, Co-Successor Trustee


Patrick J. Elwell, Co-Successor Trustee

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on 13th day of Sept, 2024 by KELLY K. TALMERS,
Co-Successor Trustee

ROSE P. FALBERG Rose P. Falberg
Print Name:
Notary Public Oakland County, Michigan
Acting in Oakland County

My commission expires: 2-16-2026

ROSE P. FALBERG
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 16, 2026
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN

COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me on 13th day of Sept, 2024 by PATRICK J. ELWELL,
Co-Successor Trustee

ROSE P. FALBERG Rose P. Falberg
Print Name:
Notary Public Oakland County, Michigan
Acting in Oakland County

My commission expires: 2-16-2026

ROSE P. FALBERG
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 16, 2026
ACTING IN COUNTY OF Oakland

Instrument Drafted by: H. Nathan Resnick, Attorney
40900 Woodward Ave, Ste. 111
Bloomfield Hills, MI 48304
(248) 642-5400

Send Subsequent Tax Bills and Return to:
Nicholas Talmers
555 Pleasant St.
Birmingham, MI 48009

EXHIBIT "A"

Land situated in the City of Auburn Hills, County of Oakland, State of Michigan, described as follows:

Lot 17, Plat of VILLAGE OF AUBURN, according to the plat thereof, as recorded in Liber 3, Page 11 of Plats, Oakland County Records, EXCEPT that part taken for relocation of Squirrel Road. ALSO EXCEPT the East 18 feet of the South 28 feet of said Lot 7 ALSO that part of vacated Old Squirrel Road adjacent to said Lot 17 and Part of Lots 51 and 52 of SUPERVISORS PLAT NO. 8, according to the plat thereof, as recorded in Liber 52, Page 33 Of Plats, Oakland County Records, all described as, beginning at point distant North 88 degrees 12 minutes 00 seconds East 1482.05 feet and North 01 degree 48 minutes 00 seconds West 50 feet from Southwest Section corner; thence North 59 degrees 41 minutes 35 seconds West 24.46 feet; thence along curve to right, Radius 253 50 feet, chord bears North 18 degrees 13 minutes 27 seconds East 173.59 feet, distance of 177.18 feet: thence along curve to right: Radius 303 50 feet, chord bears North 47 degrees 42 minutes 53 seconds East 99.86 feet, Distance of 100 32 feet: thence South 26 degrees 05 minutes 13 seconds West 102.28 feet; thence South 01 degree 48 minutes 00 seconds East 150.53 feet; thence South 88 degrees 12 minutes 00 seconds West 66.83 feet to beginning.

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

TALMERS AUBURN LLC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: NICHOLAS TALMERS

2. Street Address: 555 PLEASANT

Apt/Suite/Other:

City: BIRMINGHAM

State: MI

Zip Code: 48009

3. Registered Office Mailing Address:

P.O. Box or Street Address: 555 PLEASANT

Apt/Suite/Other:

City: BIRMINGHAM

State: MI

Zip Code: 48009

Article V

(Insert any desired additional provision authorized by the Act.)

ARTICLE V- THE LIMITED LIABILITY COMPANY SHALL BE MANAGED BY ITS MEMBER(S).

ARTICLE VI- NO MEMBER OF THIS COMPANY (WHEN ACTING IN A MANAGEMENT CAPACITY) SHALL BE PERSONALLY LIABLE TO THE COMPANY OR ITS OTHER MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN, OR ANY FAILURE TO TAKE ANY ACTION, THAT BREACHES ANY DUTY SET FORTH IN SEC. 404 OF THE MICHIGAN LIMITED LIABILITY ACT (THE "ACT"), PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A MEMBER (WHEN ACTING IN A MANAGEMENT CAPACITY) FOR ANY OF THE FOLLOWING: (A) THE RECEIPT OF A FINANCIAL BENEFIT RECEIVED BY THE MEMBER TO WHICH HE OR SHE IS NOT ENTITLED; (B) LIABILITY UNDER SEC. 308 OF THE ACT; (C) ANY KNOWING VIOLATION OF THE LAW; OR (D) ANY ACT OR OMISSION OCCURRING BEFORE THE DATE WHEN THIS LIMITED LIABILITY PROVISION BECAME EFFECTIVE. ANY MEMBER (WHEN ACTING IN A MANAGEMENT CAPACITY) SHALL BE ENTITLED TO INDEMNIFICATION TO THE FULL EXTENT PERMITTED UNDER THE ACT.

Signed this 25th Day of July, 2024 by the organizer(s):

Signature	Title	Title if "Other" was selected
H. Nathan Resnick	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

The EIN for TALMERS AUBURN LLC is: 99-4135371

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made this ____ day of _____, 2024 (the "Effective Date"), between **Talmers Auburn LLC**, a Michigan limited liability company, whose registered office is located at **555 Pleasant Street, Birmingham, Michigan 48009-4437** (the "Landlord"), and **Puebla Sports Bar LLC**, a Michigan limited liability company d/b/a "Alo's Sports Bar", whose registered office shall be located at **3315 Auburn Road, Auburn Hills, Michigan 48326-3311** (the "Tenant").

1. **Premises.** Tenant shall lease from Landlord the land and single-tenant building located at **3315 Auburn Road, Auburn Hills, Michigan 48326-3311**, which building contains approximately **6,400** square feet, the agreed upon square footage for rent calculations. The said land and building are depicted on Exhibits C and C-1, attached hereto and incorporated by reference herein and the legal description of the said land and building appears on said Exhibit C-1. The said land and building shall hereinafter be known as the "Premises."

2. **Term.** The term ("Term") shall be for Five (5) years of fully paid rent (and totally free rent and free base rent as defined in the rent schedule below) from and after the full Lease execution. Upon Tenant's acceptance of the Premises, Landlord and Tenant shall execute an Occupancy Commencement Memorandum, the form of which is attached to this Lease as Exhibit A.

3. **Rent.** Tenant's obligation to pay rent (the "Rent") for the Premises shall be per the rent schedule as follows:

5 year Primary Lease Term with one 5-Year option

NNN lease with bumps in Base Rent as shown below

The parties agree that the Square footage for rent calculation purposes is 6,400 Sq. Ft. (which excludes the outdoor seating area)

The date of this Lease is the date of signing by the last party to this Lease to sign and is the Lease Commencement Date.

MO	6,400 Base Rate / RSF	Sq. Ft. Base Rent Monthly Payment	Estimated* *\$4.57PSF Prorata NNN Per Month	Estimated* Total Monthly Payment	Estimated* Total Annual Payment	Term
6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8/1/24 to 1/31/25
6	\$0.00	\$0.00	\$2,437.33	\$2,437.33	\$2,437.33	2/1/25 to 7/31/25
Yr 1	\$23.00	\$12,266.67	\$2,437.33	\$14,704.00	\$176,448.00	8-1-25 to 7-31-26
Yr 2	\$23.50	\$12,533.33	\$TBD	\$TBD	\$TBD	8-1-26 to 7-31-27
Yr 3	\$24.00	\$12,800.00	\$TBD	\$TBD	\$TBD	8-1-27 to 7-31-28
Yr 4	\$24.50	\$13,066.67	\$TBD	\$TBD	\$TBD	8-1-28 to 7-31-29
Yr 5	\$25.00	\$13,333.33	\$TBD	\$TBD	\$TBD	8-1-29 to 7-31-30
Option Term						
Yr 6	\$25.50	\$13,600.00	\$TBD	\$TBD	\$TBD	8-1-30 to 7-31-31
Yr 7	\$26.00	\$13,866.67	\$TBD	\$TBD	\$TBD	8-1-31 to 7-31-32
Yr 8	\$26.50	\$14,133.33	\$TBD	\$TBD	\$TBD	8-1-32 to 7-31-33

Yr 9	\$27.00	\$14,400.00	\$ TBD	\$ TBD	\$ TBD	8-1-33 to 7-31-34
Yr 10	\$27.50	\$14,666.67	\$ TBD	\$ TBD	\$ TBD	8-1-34 to 7-31-35

* The Property Tax and Insurance portion of the NNN is Paid to the Landlord and Tenant hires and pays for snow removal and landscaping and CAM costs directly

*Tenant shall pay its prorata share of all **Actual** future NNN Expenses

The \$4.57PSF is only an estimate of the 2023 NNN expenses and Tenant shall pay its prorata

share of the actual expenses which will likely increase over time. *NNN every year is TBD

and may not be the \$2,437.33 shown above which is shown as a place holder.

2023 Summer and Winter Property Taxes	\$4.07PSF
\$26,055.53	

Insurance Estimated at \$3,200.00	\$.50PSF
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Total Tax and Insurance Estimates Paid to Landlord	\$4.57PSF
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Notwithstanding anything contained herein to the contrary, Tenant shall pay the full base rent + NNN if Tenant opens before July 31, 2025 (prorated to the day of opening to the public).

The Base Rent + NNN Expense "Rent" shall be paid on the first day of each and every month throughout the Term; provided, however, that if the Term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of a calendar month, the Rent for such first or last fractional month shall be such portion of the monthly Rent then in effect as the number of days in such fractional month bears to the total number of days in the calendar month. Rent received after the fifth (5th) day of the month such Rent is due, shall be subject to a late fee of five (5%) percent. Landlord may require all rent to be paid via electronic payment (ACH or other direct payment) to Landlords bank account.

4. **NNN Charges.** Commencing February 1, 2025, Tenant shall pay all real estate taxes, and insurance (together the "**NNN Charges**") for the building in which the Premises is situated (the "**Building**") to the Landlord. Tenant shall hire and manage and pay all maintenance charges of every kind including those items which, in accordance with generally acceptable accounting principles, as applied to the operation and maintenance of such a building, are properly chargeable to such operation and maintenance, including, without limitation, snow removal and landscape, all maintenance, all electrical and plumbing repairs and replacements, roof repairs and replacements (except as provided in Paragraph 25, below), interior and exterior lighting, and sprinkler system maintenance (but not installation). All building maintenance and repairs are the responsibility of the Tenant. 1/12th of the property taxes and assessments and insurance Charges shall be paid monthly by Tenant to Landlord per the Rent Schedule above and Tenant understands that the taxes and insurance will increase each year and Tenant agrees to pay whatever the actual expenses are which shall be reconciled annually. Landlord shall provide supporting documentation with all reconciliations.

5. **Use And Occupancy.** During the continuation of this Lease, the Premises shall be used and occupied for the **operation of a restaurant and bar with entertainment, karaoke, dancing and live (bands) and recorded music** and for no other purpose. Tenant shall not use the Premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices, which may injure the Premises or the Building.

6. **Utilities and Services.** From and after the Lease Commencement Date, Tenant shall be solely responsible for the cost of all utility services to the Premises. Tenant is also responsible for janitorial expenses. Landlord shall not be liable or responsible for any interruption in any utilities or other services due to causes beyond Landlord's reasonable control or for interruptions in connection with the making of repairs or improvements to the Premises or the Building, nor shall such interruption be deemed an actual

or constructive eviction or partial eviction or result in an abatement of Rent. Notwithstanding the foregoing, Landlord shall be responsible in every respect for the completion of Landlord's Work under Paragraph #25, below, as soon as is practicable. Further, notwithstanding anything to the contrary above, Landlord shall comply with and perform its duties and responsibilities under Paragraph #7, below, with all reasonable dispatch.

7. **Repairs/Maintenance.** Landlord, at its sole expense, shall make necessary repairs to the Building's exterior walls, foundations, roof structure and all structural portions of the Premises, and shall maintain in good repair the sewer line from the exterior edge of the property to the Main in the street. Tenant shall maintain the floor slab, all utility lines, pipes, sewage system within the premises, gutters, downspouts, utility and water lines. Landlord shall also be responsible for the replacement of the parking lot so long as Tenant has maintained the parking lot as provided for below. Tenant shall be responsible of all of the maintenance and repairs, (minimum twice a year maintenance calls) of the HVAC system serving the Premises. Tenant shall also be responsible to hire and manage all maintenance of every kind to the Premises resulting from day-to-day use and shall fully maintain the parking lot as needed. Tenant shall hire and manage snow removal and landscaping and all other building maintenance and repairs of every kind and nature. The Premises shall be kept in good, clean, and safe condition, including any plate glass windows and that portion of the electrical wiring and plumbing fixtures exclusively servicing the Premises.

8. **Alterations.** Tenant shall be permitted to make any interior, nonstructural alterations to the Premises without Landlord's prior written consent. Any structural alterations may be permitted by Landlord and shall be based upon architectural plans and specifications submitted by Tenant and approved by Landlord and upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof shall make such alterations and improvements in accordance with the applicable laws and building codes and ordinances and in a good workmanlike manner, and shall fully and completely indemnify Landlord, which indemnification shall be in a form acceptable to Landlord against any mechanic's lien or other liens or claims in connection with the making of such alterations, additions, or improvements. Tenant shall promptly repair any damages to the Premises, or to the Building, caused by any alterations, additions, or improvements to the Premises by Tenant. Landlord's approval of Tenant's plans shall not be unreasonably withheld, conditioned, or delayed.

9. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of Landlord. The use of such sublet or assignment shall be for any lawful use, as approved by Landlord, provided such consent shall not be unreasonably withheld, delayed, or conditioned, which does not violate any recorded restriction or any existing exclusives of other tenants at the time of such assignment or sublet. In the event of a Landlord approved assignment, Tenant shall NOT be relieved from further liability under this Lease.

10. **Insurance and Indemnification.**

A. **Tenant.** Tenant shall indemnify, defend, and hold Landlord harmless any claim, injury, or death of any employees, guests, customers, contractors or other visitors to the Property. From and after the date of delivery of possession of the Premises from Landlord to Tenant and throughout the Term hereof, Tenant shall carry and maintain, at its own expense, the following types, amounts and forms of insurance. Landlord shall pay the premiums for such insurance, for which Tenant shall reimburse Landlord by the first day of the first month following such payments being made by Landlord.

(1) **General Liability Insurance.** Tenant shall secure and maintain a policy of commercial general liability insurance with a combined single limit of Three Million Dollars (\$3,000,000) per casualty, Three Million Dollars (\$3,000,000) per occurrence, Three Million Dollars (\$3,000,000) General Aggregate, and Five Thousand Dollars (\$5,000) medical expense in the name of Tenant with Landlord (and, if requested by Landlord, any managing agents), named as Additional Insured. Such policy shall specifically include, without limitation, bodily and personal injury, broad form property damage, owned and non-owned automobiles, and

contractual liability coverage. The contractual liability coverage shall cover the indemnity provisions of this Lease. Such policy shall provide coverage on an occurrence basis. From time to time during the term of this Lease, at Landlord's request, Tenant shall increase the limits of insurance coverage as necessary to keep up with inflation or changing standards in the commercial real estate industry.

(2) **Business Personal Property Insurance.** Tenant shall secure and maintain a policy or policies of personal property insurance in the name of the Tenant covering any business personal property of Tenant at the Premises and providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended peril, in an amount equal to at least one hundred percent (100%) of the replacement cost.

(3) **Worker's Compensation Insurance.** Tenant shall secure and maintain a policy or policies of workers' compensation and employers' liability insurance in compliance with all applicable laws. Tenant's said worker's compensation policies shall contain a waiver of subrogation in favor of Landlord with respect to coverage provided.

(4) **Policy Requirements.** All of Tenant's insurance coverage shall be provided by a carrier with a minimum AM Best rating of A-, Class VIII. Tenant shall, prior to delivery of the Premises by Landlord to Tenant, deliver copies of the commercial general liability policy, the business personal property insurance policy, and the worker's compensation policy, including all endorsements, to Landlord. All insurance policies shall contain an endorsement, providing that they may not be altered, canceled, or not renewed until after thirty (30) days' written notice to Landlord and to any other additional insured parties. Tenant shall, at least thirty (30) days prior to the expiration of any of such policies, furnish Landlord with a policy renewal or certificate of insurance. Upon Tenant's failure to deliver copies of the policies and endorsements to Landlord, Landlord may at its option obtain such insurance, and the cost thereof shall be paid as additional rent due and payable upon the next rent date. Tenant shall promptly comply with all requests by Landlord for proof of insurance coverage.

B. **Landlord's Insurance Requirements.** Landlord shall maintain property insurance on the Premises in an amount not less than the replacement cost of the Premises, in Landlord's commercially reasonable judgment along with a policy of commercial general liability insurance, which will be secondary, excess, and non-contributing to the commercial general liability insurance policy carried by Tenant per Section 10(b) of this Lease. Landlord shall maintain rent interruption insurance. The Landlord will bill the Tenant monthly for 1/12th of the cost for the Landlord's insurance policy as shown on the Rent Schedule.

(1) **Tenant's Reimbursement.** During the Term, or any renewals thereof, Tenant shall pay to Landlord as provided for in Paragraph 4 above, the foregoing Landlord's insurance premium for the current year.

C. **Indemnification by Tenant.** Except to the extent caused by Landlord's negligence, Tenant will indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability (including Landlord's costs of defending against the foregoing, such cost to include reasonable attorney's fees and costs) resulting or occurring by reason of Tenant's construction, use, or occupancy of the Premises or by reason of Tenant's breach of any representation and warranties made by Tenant contained in this Lease or Tenant's operation and maintenance of the Premises.

D. **Mutual Waiver of Claims and Subrogation.** Notwithstanding anything to the contrary contained in this Lease and, by way of emphasis, superseding anything to the contrary or apparent contrary contained in this Lease, Landlord and Tenant, respectively, release each other from any and all liability or responsibility and waive any right of recovery, whether direct

or by way of subrogation or otherwise, against each other, their agents, members, managers, officers and employees, for any insured loss of or damage to their respective property which occurs in or about the premises, regardless of the cause or origin and even if such loss or damage shall have been caused by the fault or negligence (but not by the willful, wanton and/or intentional, criminal misconduct) of the other party or anyone for whom such party may be responsible. In addition, each party agrees to request that its respective insurance underwriter agree to waive its right of subrogation.

11. **Destruction of the Premises.** Because the Landlord is required under Paragraph #10 B, above, to maintain property insurance on the Premises in an amount not less than the replacement cost of the premises and to maintain rent interruption insurance and because the Tenant is required under said section to reimburse the Landlord for the cost of said insurance, all damages to the Premises shall be promptly repaired by Landlord, at Landlord's expense with insurance proceeds and rent shall abate (while the rent is being paid by insurance). Tenant shall have a reasonable time of delivery of the repaired Premises by Landlord to Tenant, to complete Tenant's required build-out and open for business. Notwithstanding the foregoing, if the pertinent damages are caused by the willful, wanton and/or criminal misconduct of the Tenant, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within thirty (30) days after the event causing the damage, Landlord shall have no responsibility to repair or rebuild and there shall be no abatement of Tenant's obligation under this Lease to pay rent.

12. **Eminent Domain.** If the whole or any substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then either Landlord or Tenant shall have the option to terminate this Lease. Tenant shall provide written notice to Landlord, which shall be delivered within thirty (30) days following the date notice is delivered of such taking. In the event that Tenant shall not terminate this Lease, Landlord shall, to the extent the proceeds of the condemnation award (other than any proceeds awarded for the value of any land taken) are available, make all necessary repairs to the Premises to render and restore the same to complete architectural unit and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, under the same terms and conditions as are provided in this Lease, except that the Rent shall be reduced in direct proportion to the amount of the Premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of trade fixtures, loss of business, or moving expenses.

13. **Security Deposit.** At Lease execution, Tenant shall pay the first month's rent +NNN of \$14,704.00 and a security deposit of Fifteen Thousand and 00/100 (\$15,000.00) Dollars (total due at lease execution is \$29,704.00) pursuant to the terms and conditions of **Exhibit B.**

14. **Taxes.**

A. **Real Estate Taxes.** Tenant agrees to pay (in the manner and by the procedures indicated in Paragraphs 3 and 4, above) all real estate taxes and assessments, together with any and all expenses incurred by Landlord in negotiating, appealing, or contesting such taxes and assessments, both general and special, levied and assessed against the Premises and the Building.

B. **Personal Property Taxes.** Tenant is liable for the payment of any and all personal property taxes of any kind and nature levied upon Tenant's fixtures, equipment, and other personal property and Tenant shall pay such taxes to the applicable taxing authority.

15. **Quiet Enjoyment.** Landlord warrants that Tenant, upon paying its Rent and in performing each and every covenant contained in this Lease, shall peacefully and quietly hold, occupy and, enjoy the Premises throughout the Term.

16. **Subordination.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage(s) now or hereafter placed upon Landlord's interest in the Premises or on the land and Building, and Tenant agrees upon request to execute an agreement subordinating its interest and/or attornment agreement to such mortgagees and appoints Landlord its attorney-in-fact to execute and deliver any such instruments; provided, however, that no default by Landlord under any such mortgage shall affect Tenant's rights so long as Tenant shall not be in default. Notwithstanding the foregoing, at the request of Landlord's mortgagee(s), this Lease may be made prior and superior to such mortgage or mortgages.

17. **Signs.** All signs placed on the Building shall be approved by Landlord (and such approval shall not unreasonably be denied or delayed) and must comply with the City of Auburn Hills ordinances. All signage is at Tenants expense and Landlord may require Tenant to remove its signage at the end of the lease.

18. **Non-waiver.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

19. **Bankruptcy.** In the event the estate created by this Lease shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors or if a petition shall be filed by or against Tenant seeking to have Tenant adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within 90 days after the filing of the petition, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, or if the petition shall not have been withdrawn or the proceedings dismissed within 90 days after the filing of the petition then Landlord shall not have the right to terminate this Lease as long as Tenant performs its obligations hereunder.

If, as a matter of law, Landlord has no right on the bankruptcy of Tenant to terminate this Lease, then, if Tenant, as debtor, or its trustee, wishes to assume or assign this Lease, in addition to curing or adequately assuring the cure of all defaults existing under this Lease on Tenant's part on the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor or the trustee or assignee, must also furnish adequate assurances of future performance under this Lease (as defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this Lease means posting a deposit equal to three (3) months' rent, including all other charges payable by Tenant under this Lease, such as the amounts payable pursuant to Paragraphs 3 and 4, and in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this Lease, and that its use of the Premises will not be detrimental to the other tenants in the Building or Landlord. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within one hundred twenty (120) days from the filing of the proceeding, or it shall be deemed to have been rejected and terminated.

20. **Default and Remedies.**

A. **Default By Tenant.**

(1) In the event Tenant shall fail to pay the Rent or any other obligations involving the payment of money when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within seven (7) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, and in this Lease, have the remedies set forth in subparagraph (c) below.

(2) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of Rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within said thirty (30) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sum so expended by Landlord shall be additional rent for all purposes hereunder, including subparagraph A above and shall be paid by Tenant with the next monthly installment of Rent after receiving the invoice from Landlord. If Landlord has to pay to cure a Tenant default, the invoice to Tenant shall include a 15% administrative fee above the total cost paid by Landlord to cure Tenants default.

(3) If any Rent or any other obligation involving the payment of money shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after notice and within the time provided in sub-paragraphs A and B above, or, if the Premises are abandoned or vacated, then Landlord, in addition to its other remedies, shall have the immediate right of reentry. Should Landlord elect to reenter or take possession pursuant to legal proceedings or any notice provided for by the law, Landlord may either terminate this Lease or from time to time, without terminating this Lease, relet the Premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such re-letting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than Rent due; second, to the payment of any reasonable cost of such re-letting, including the cost of any reasonable alterations and repairs to the Premises; third, to the payment of Rent due and unpaid; and the remainder, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable. Should the avails of such re-letting during any month be less than the monthly Rent, then Tenant shall during each such month pay such deficiency to Landlord.

(4) All rights and remedies of Landlord under this Lease shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

B. **Default by Landlord.** In the event Landlord shall fail to perform any obligations specified in this Lease, then Tenant may, after the continuance of any such default for thirty (30) days after written notice thereof to Landlord, cure such default, all on behalf of and at the expense of Landlord, and do all necessary work in connection therewith, and Landlord shall on demand, pay Tenant forthwith the amount so paid by Tenant. A default hereunder shall be deemed cured if Landlord in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and diligently proceeds to complete the performance required to cure such default. In the event of default under this provision by Landlord, Tenant shall have all remedies accorded to it under the laws of the state of Michigan.

21. **Surrender Upon Termination.** At the end of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. Tenant will fully repair any damage occasioned by the removal of any trade fixture, equipment, furniture or signage. All trade fixtures, equipment, furniture and signage not so removed, will be deemed to have been abandoned by Tenant and, if Tenant fails to properly remove the trade fixtures, equipment, furniture and signage within ten (10) days after receipt of written notice, said items may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without obligation to account for them. Tenant's obligation to observe and perform the requirements of this Paragraph will survive the end of the Lease. Landlord may deduct the cost of removing abandoned Tenant property from the security deposit.

22. **Holding Over.** In the event of Tenant holding over after the termination of this Lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a daily occupancy charge equal to five (5%) percent of the monthly Rent under Paragraph 3 for the last lease year (plus all other charges payable by Tenant under this Lease) for each day from the expiration or termination of this Lease until the date the Premises are delivered to Landlord in the condition required herein, and Landlord's right to damages for such illegal occupancy shall survive.

23. **Entry And Inspection.** Tenant shall permit Landlord or the Landlord's agent to enter the Premises at reasonable times and with reasonable notice, to inspect and repair the Premises. During the period (180) days before this Lease expires, Tenant shall permit Landlord and permit persons desiring to lease the Premises to inspect the Premises at reasonable time and in a manner that does not interfere with Tenant's Business.

24. **Entire Agreement.** This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

25. **Landlord's Work:** Landlord at its expense, and not subject to NNN or other reimbursement by Tenant, shall make the following building/Property improvements as soon as is practical.

- (1) Install a new asphalt shingle roof and replace flat portion of roof
- (2) Replace all HVAC units (One 10-Ton One 15-Ton and one 7.5-Ton) and make up air
- (3) Replace parking lot with asphalt and sidewalk/pavers with concrete

Tenant may upgrade the roof to a metal roof by paying the metal roof premium. Tenants engineer will verify the above HVAC tonnage and make up air is adequate for tenants intended use. The contracts for the above work the Landlord will execute are attached hereto on Exhibit D.

26. **Tenant's Work:** Tenant at its expense, shall make every improvement it desires above the Landlords work defined above by licensed contractors with permits.

Tenant shall be responsible for replacing the compressors for the refrigerators and freezers.

Tenant shall pay for the expanded Patio Area. Landlord can save the Tenant some money on this and can provide a quote for all or part of this work.

27. **Notices.** Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service if such notice to Tenant is in writing addressed to Tenant at the following addresses, and deposited in the mail, certified or registered mail, with postage pre-paid. Notices may also be sent via simultaneous broadcast email to all of the parties at their email addresses below.

Landlord:

Attn: Nick Talmers
Talmers Auburn LLC
A Michigan Limited Liability Company
555 Pleasant Street
Birmingham, MI 48009
ntalmers@msn.com
1031davidkolar@comcast.net
kmacaddino@varnumlaw.com

Tenant:

Attn: Elsa Rodriguez
Puebla Sports Bar LLC
A Michigan Limited Liability Company
3315 Auburn Road
Auburn Hills, Michigan 48326-3311
platonrlcasa@gmail.com
elsa18584@gmail.com
stanwalkerpc@aol.com

28. **Successors.** This Lease shall inure to the benefit of and be binding upon the parties, their respective heirs, administrators, executors, representatives, successors and assigns.

29. Auburn Hills Grant. As of the Effective Date, the City of Auburn Hills (the "City") offers a grant for commercial property improvements. It is Landlord's understanding that, Upon the City's approval of a grant application, the City will match dollar for dollar to a maximum amount of \$100,000 for permanent improvements to commercial properties (a "Property Improvement Grant"). Landlord agrees to submit to the City an application for a Property Improvement Grant. In the event Landlord is awarded a grant, such funds shall be applied to improvements to the Premises in addition to those Landlord provided improvements identified in Paragraph 25, above; to-wit: such funds, specifically, shall be reimbursed and are otherwise remitted to Tenant on account of Tenant upgrading the roof to metal and/or expanding the outdoor patio seating area and/or making other Tenant improvement to the Leased Premises.

Tenant shall have a right of first refusal to purchase the land (as legally described on Exhibit C-1, attached hereto and incorporated by reference herein) and building located at 3315 Auburn Road, Auburn Hills, Michigan 48326-3311 (the "Subject Property"). If at any time during the Lease term, including renewal terms, Landlord receives a bona fide offer of cash, promissory notes, or a combination thereof or of cash to new mortgage or under Land Contract purchase transaction or of any other purchase transaction (the "Third Party Offer") which it intends to accept, it shall give written Offer Notice thereof (the "Offer Notice") to Tenant. The Offer Notice shall be accompanied by a true, correct, and complete copy of the Third Party Offer. The Offer Notice shall constitute a warranty that the Third Party Offer is Bona fide in all respects. For a period of Five (5) business days after the receipt of the Offer Notice the Tenant shall have the option, which may be exercised by giving written notice of acceptance, to the Owner/Landlord to purchase the Subject Property at the price and upon the exact same terms and conditions as set forth in the Third Party Offer; provided, however, if the Third Party Offer mandates a usage of the Property other than as a liquor licensed restaurant, notwithstanding that mandate, Tenant shall have the option to utilize the Property as a liquor licensed restaurant. If within Five (5) business days after the date of receipt of the Offer Notice by the Tenant, the Owner/Landlord does not receive from the Tenant written Offer Notice of an election to purchase the Subject Property, the Owner/landlord may, within One Hundred Eighty (180) days, sell the Subject Property in accordance with the terms and conditions contained in the offer notice. The sale shall be made only to that party who made the Third Party Offer or its assignee. If the Owner/Landlord does not, within such One Hundred Eighty (180) day period, consummate the sale with the party and upon the exact terms and conditions contained in the Third Party Offer, then any subsequent sale by the Seller to any third party on the same or other terms and conditions must again comply with all the provisions of this Section. For the purposes of this Section, a bona fide offer shall mean a written offer to purchase from a financially responsible person identified therein by name, address, reasonably appearing to be able to comply with the terms of said offer, which is in a form legally enforceable against the party making the offer. If Tenant exercises its ROFR and fails to close for any reason, then this ROFR is null and void and Landlord is free to sell to anyone it desires without further notice to Tenant.

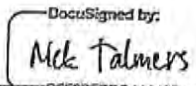
31. **Warranty Of Ownership.** Landlord warrants and represents that Landlord is the fee-title owner of the subject Property and is authorized to enter into this Lease Agreement and the entering into and performance of this Lease Agreement by Landlord shall not result in any violation of or be in conflict with or result in a breach of terms, conditions or provisions that constitute a default under any instrument, contract or agreement to which Landlord hereunder is a party. Tenant represents it is fully authorized to execute this lease and shall create Puebla Sports Bar LLC with evidence of same to Landlord before Lease execution or this lease will be in the name of Elsa Rodriguez.

32. **Counter-Parts.** This Agreement may be executed in counter-parts, which, when taken together, shall constitute an original document.

IN WITNESS WHEREOF, the parties hereto have here unto set their hands as the day and year first above written.

LANDLORD:

Talmers Auburn LLC, a Michigan limited liability company

By:  DocuSigned by:
Nick Talmers
Its: Authorized Member
Date: 8/28/2024

TENANT:

Puebla Sports Bar LLC, a Michigan limited liability company to be formed

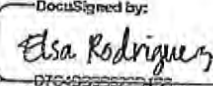
By:  DocuSigned by:
Elsa Rodriguez
Its: Authorized Member
Date: 8/29/2024

EXHIBIT A

Occupancy Commencement Memorandum

A. **Talmers Auburn LLC**, a Michigan limited liability company ("Landlord") and **Puebla Sports Bar LLC**, a Michigan limited liability company to be formed d/b/a "Alo's Sports Bar" ("Tenant") entered into a Lease Agreement dated August _____, 2024 (the "Lease") for the Premises located at 3315 Auburn Road, Auburn Hills, Michigan 48326-3311.

B. Paragraph 2 of the Lease provides that Landlord and Tenant shall execute an Occupancy Commencement Memorandum.

C. In accordance with the terms and conditions of the Lease, Landlord and Tenant enter into this Occupancy Commencement Memorandum.

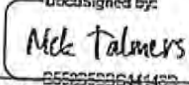
NOW THEREFORE, Landlord and Tenant agree as follows:

1. Tenant accepted the keys and possession of the Premises as of the date of full lease execution. Tenant further acknowledges its responsibility to place all utilities in its name within seven (7) days from the possession date.
2. The Lease Commencement Date as defined in Paragraph 2 of the Lease shall be Upon Lease execution.
3. The Rent Commencement Date as defined in Paragraph 3 of the Lease shall be February 1, 2025 for NNN expenses and August 1, 2025 for Bare rent + NNN Expenses.
4. The Lease shall terminate on August 31, 2030, unless Tenant's options to renew are exercised as set forth in Paragraph 3 of the Lease.
5. The leasable square footage of the Premises is 6,400.

Landlord and Tenant have executed this Occupancy Commencement Memorandum as of _____ (the date of the last signing, below).

LANDLORD:


Talmers Auburn LLC, a Michigan limited liability company

By: 

Nick Talmers
Its: Authorized Member
Date: 8/28/2024

TENANT:

Puebla Sports Bar LLC, a Michigan limited liability company to be formed

By: 

Elsa Rodriguez
Its: Authorized Member
Date: 8/29/2024

EXHIBIT B

Security Deposit

Landlord acknowledges the receipt of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, which Landlord is to retain as security for the performance of all of the covenants, conditions, and agreements of this Lease. Landlord shall not be obliged to apply the security deposit to unpaid Rent or other charges or damages for Tenant's failure to perform the covenants, conditions, and agreements. Landlord may apply the security at its option and Landlord's right to the possession of the Premises for non-payment of Rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security. The security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to Tenant when this Lease is terminated, according to these terms, and in no event is the security to be returned until Tenant has vacated the Premises and delivered possession to Landlord.

In the event Landlord repossesses itself of the Premises because of Tenant's default or because of Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, Landlord may apply the security on all damages suffered to the date of the repossession and may retain the security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. Landlord shall not be obliged to keep the security as a separate fund, but may mix the security with its own funds.

LANDLORD:

Talmers Auburn LLC, a Michigan limited liability company

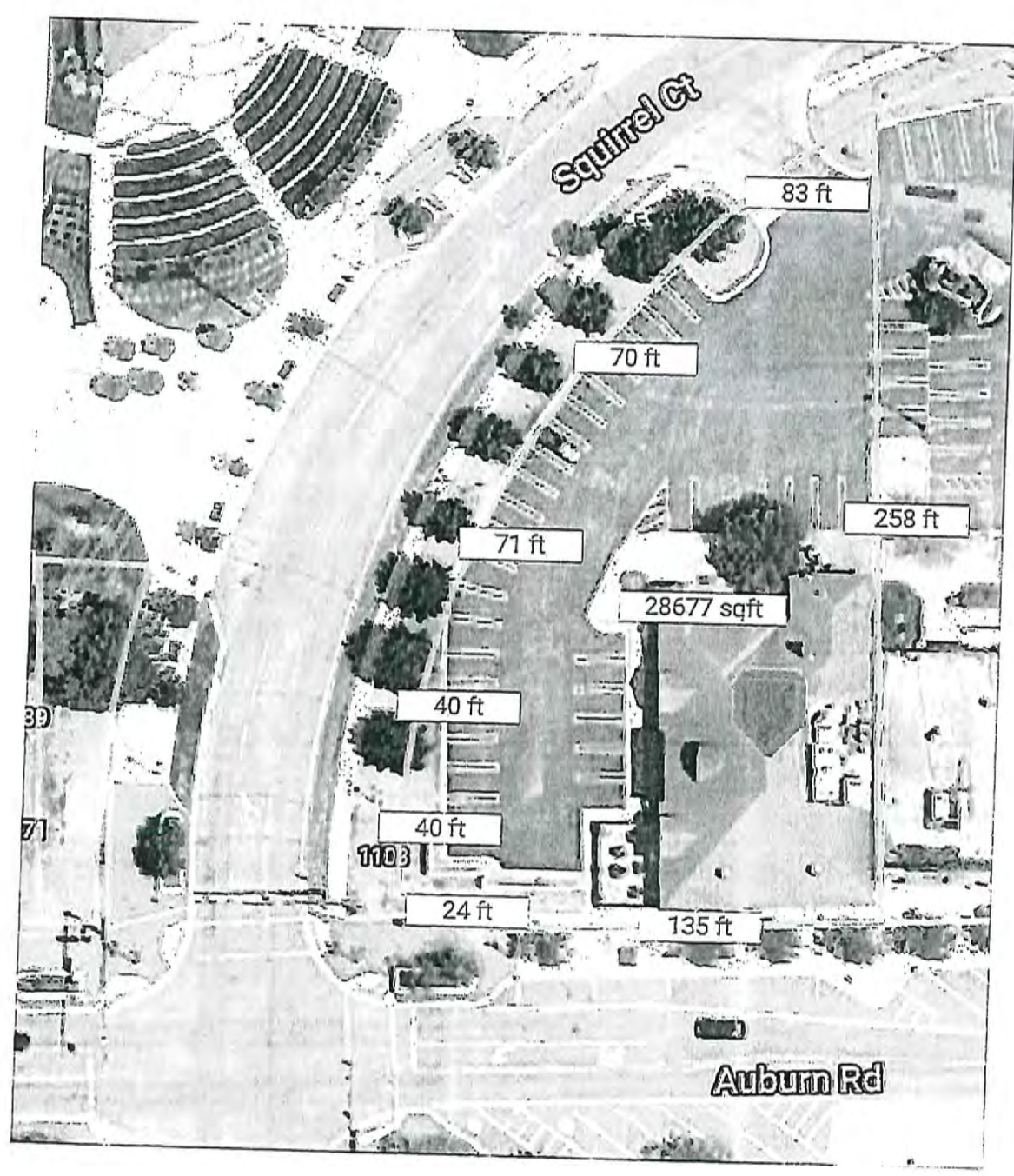
DocuSigned by:
By: Nick Talmers
Nick Talmers
Its: Authorized Member
Date: 8/28/2024

TENANT:

Puebla Sports Bar LLC, a Michigan limited liability company to be formed

DocuSigned by:
By: Elsa Rodriguez
Elsa Rodriguez
Its: Authorized Member
Date: 8/29/2024

Exhibit C"
Land



[illegible]


 KEM-TEC & ASSOCIATES 1700 W. 10th St., Suite 100 Oklahoma City, OK 73106 (405) 521-1100	
We are now accepting applications for the following positions:	
SALES ENGINEER (1 position)	Job # 1001
SALES ENGINEER (1 position)	Job # 1002
SALES ENGINEER (1 position)	Job # 1003
SALES ENGINEER (1 position)	Job # 1004
SALES ENGINEER (1 position)	Job # 1005
SALES ENGINEER (1 position)	Job # 1006
SALES ENGINEER (1 position)	Job # 1007
SALES ENGINEER (1 position)	Job # 1008
SALES ENGINEER (1 position)	Job # 1009
SALES ENGINEER (1 position)	Job # 1010
SALES ENGINEER (1 position)	Job # 1011
SALES ENGINEER (1 position)	Job # 1012
SALES ENGINEER (1 position)	Job # 1013
SALES ENGINEER (1 position)	Job # 1014
SALES ENGINEER (1 position)	Job # 1015
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SALES ENGINEER (1 position)	Job # 1018
SALES ENGINEER (1 position)	Job # 1019
SALES ENGINEER (1 position)	Job # 1020
SALES ENGINEER (1 position)	Job # 1021
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SALES ENGINEER (1 position)	Job # 1023
SALES ENGINEER (1 position)	Job # 1024
SALES ENGINEER (1 position)	Job # 1025
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SALES ENGINEER (1 position)	Job # 1028
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SALES ENGINEER (1 position)	Job # 1031
SALES ENGINEER (1 position)	Job # 1032
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SALES ENGINEER (1 position)	Job # 1034
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SALES ENGINEER (1 position)	Job # 1073
SALES ENGINEER (1 position)	Job # 1074
SALES ENGINEER (1 position)	Job # 1075
SALES ENGINEER (1 position)	Job # 1076
SALES ENGINEER (1 position)	Job # 1077
SALES ENGINEER (1 position)	Job # 1078
SALES ENGINEER (1 position)	Job #

Exhibit "D"
Landlord contracts for its work

PERSONAL GUARANTY

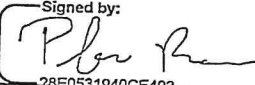
NOW COMES, Platon Rodriguez and Elsa Rodriguez father and daughter (hereinafter "Guarantors"), whose address is 3300 Auburn Road Auburn Hills, MI 48326 (248-672-1748) for consideration, the receipt and sufficiency of which is acknowledged by the parties, including but not limited to the leasing of the Leased Premises, as described in the lease for the property located at 3315 Auburn Road, Auburn Hills, MI 48326-3311 {Tax ID# [02]-14-25-379-009} (hereinafter the "Lease"), with **Talmers Auburn LLC** a Michigan Limited Liability Company (hereinafter the "Landlord"), to **Puebla Sports Bar LLC** (or another name to be determined by Elsa Rodriguez) a Michigan Limited Liability Company (hereinafter the "Tenant"). Platone Rodriguez and Elsa Rodriguez hereby individually and jointly and severally personally irrevocably guaranty (collectively hereinafter, the "Guaranty") to Landlord and Landlord's successors and assigns, the full performance and observance by Tenant of all of Tenant's now existing or hereafter incurred payment (and not merely collection) and other obligations and covenants for the initial Five (5) year primary term of the Lease attached hereto and incorporated by reference herein. Guarantor waives any notice of non-payment, non-performance, or non-observance, or proof or notice or demand, whereby to charge the undersigned Guarantor therefore, all of which the undersigned Guarantor hereby expressly waives. The undersigned Guarantors waive notice of acceptance of this Guaranty and has declared that this Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of the Guarantor and may not be modified or altered without the written consent of Landlord. Landlord and Tenant, by mutual agreement, may, from time to time, extend, renew, modify or compromise Tenant's obligations to Landlord without affecting the liability of Guarantor hereunder. The Guarantor acknowledges that he has read and understands the Lease and this Guaranty.

In consideration of the leasing of the Premises described in this Lease to Tenant, Guarantors do hereby absolutely, unconditionally, and irrevocably guarantee to Landlord the full and complete performance of all of the Tenant's covenants and obligations under this Lease during the five year primary lease term and the full payment by the Tenant of all rent and other amounts required to be paid under this Lease during said first five year primary lease term. Guarantors waive all requirements of notice of the acceptance of this guarantee and all requirements of notice of breach or non-performance by Tenant. Guarantors further waive any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant. Guarantor's obligations under this Lease shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, modified or amended this Lease, released, returned or misapplied other collateral given later as additional security (including other guarantees) and released Tenant from the performance of its obligations under this Lease. This guaranty shall be binding jointly and severally on Guarantor and Guarantor's heirs, successors in interest, executors, administrators, representatives and assigns.

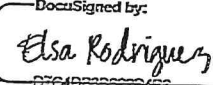
IN WITNESS WHEREOF, the undersigned has executed this Personal Guaranty as of the date of execution below.

GUARANTOR:
Planton Rodriguez

GUARANTOR:
Elsa Rodriguez

Signed by:

28E0531940CE492
Planton Rodriguez

8/29/2024
Date

DocuSigned by:

076492335225453
Elsa Rodriguez

8/29/2024
Date

Talmers Auburn LLC
555 Pleasant Street
Birmingham, MI 48009

Talmer's Auburn LLC "Landlord" acknowledges the receipt of the attached checks From Puebla Sports Bar LLC "Tenant" .

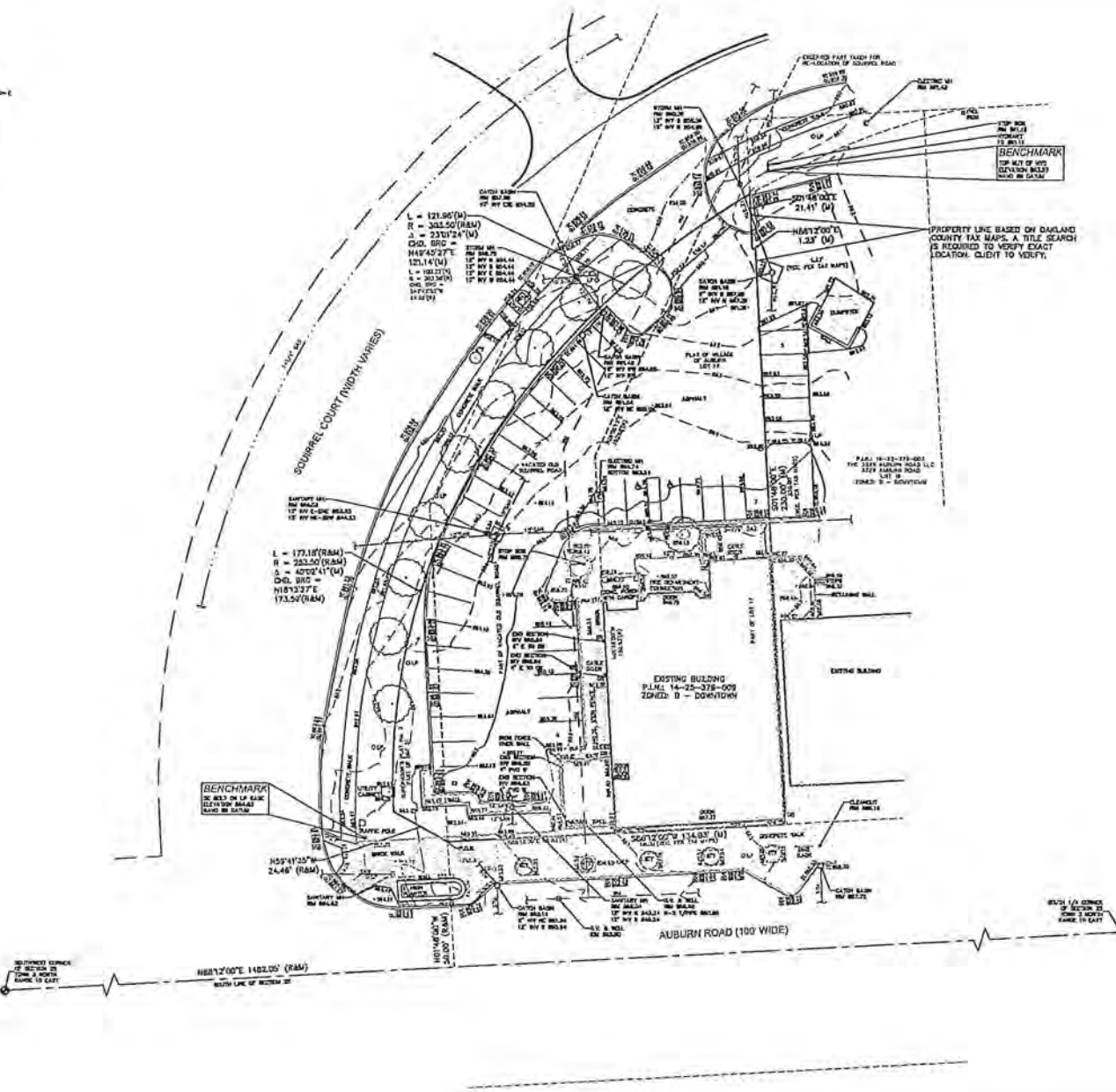
CK # 1127 \$15,000.00 Security Deposit under lease on 3315 Auburn Road Auburn Hills, MI 48326

CK # 1128 \$14,704.00 The first full months rent including estimated NNN (Being 8-1-25 to 8-31-25) under lease on 3315 Auburn Road Auburn Hills, MI 48326

Talmers Auburn LLC



Nick Talmers Member



CLIENT
Cranbrook Pavement
Nick Talmers
920 East Lincoln
Birmingham, MI 48009
ntalmers@msn.com
248-769-5847

[illegible]

THE BASIS OF REWARD FOR THIS SURVEY WAS ESTABLISHED BY THE HIGHEST OCCUPATION AND SENIORITY.

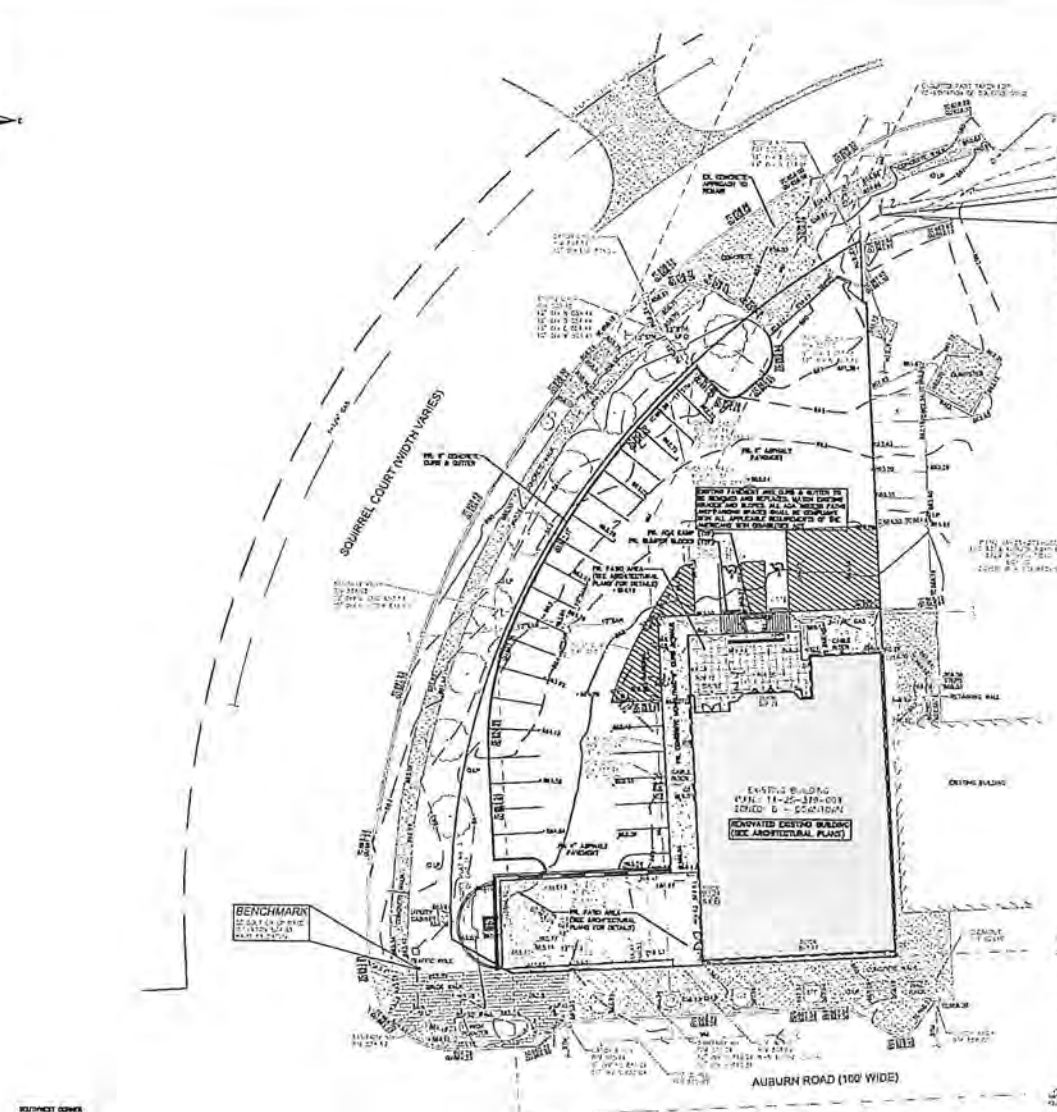
THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA
INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY
FINDER NO. 090300000N DATED 08-26-2006

LAUREL ROAD A LATEX FROM KANSAS CITY, MISSOURI, MANUFACTURED

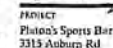
MOBILE PHONE NO: 807 114 460 OFFERS FOR THE SURVEYOR
PROPERTY DUE TO THE EXTENDED REPORTING PERIOD FOR
UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE
SURVEYOR MUST NOT VISIT THE SURVEY SITE AS USUAL. THE
SURVEY WAS ISSUED ON 05-23-2020. THE SURVEY ONLY
REFLECTS THOSE UTILITIES WHICH COULDS BE OBSERVED BY THE
SURVEYOR IN THE FIELD OR AS DOCUMENTED BY THE UTILITY COMPANY
RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED.
THE SURVEY OWNER OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH
THE FACILITY OWNER OR THEIR AUTHORIZED AGENTS, THE
COMPLETION AND DEGREE OF THE UTILITIES RECORD.

THIS SURVEY MAY NOT INCLUDE ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.

	EXISTING SANITARY DRAIN
	EXISTING SAN. GLEAN OUT
	EXISTING WATER MAIN
	EXISTING STORM SEWER
	DR. A.T. CATCH BASIN
	EXISTING BURIED CABLES
	OVERHEAD LINES
	MENT POLE
	DOCK
	EXISTING GAS MAIN



11



PROJECT LOCATION
Part of the SE ¼
of Section 25
T. 3N., R. 10E
City of Auburn Hills,
Oakland County, Michigan













































51117
Engineered Site Plan



DETENTION NOTE
NO CALCULATED NET INCREASE IN SURFACE RUNOFF THEREFORE
DETENTION VOLUME IS NOT BEING PROVIDED AS A PART OF
THESE IMPROVEMENTS - SEE HYDROLOGY CALCULATIONS SHEET

PAVING LEGEND

LEGEND

	WIRE	EXTING SMOKE SENS
	WIRE	SM. CLEAR DLT
	WIRE	EXTING SMOKE SENS
	WIRE	EXTING SMOKE SENS
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DRAWN BY:

DESIGNED BY
J. Klaassen

APPROVED BY:
C. F. Finkley

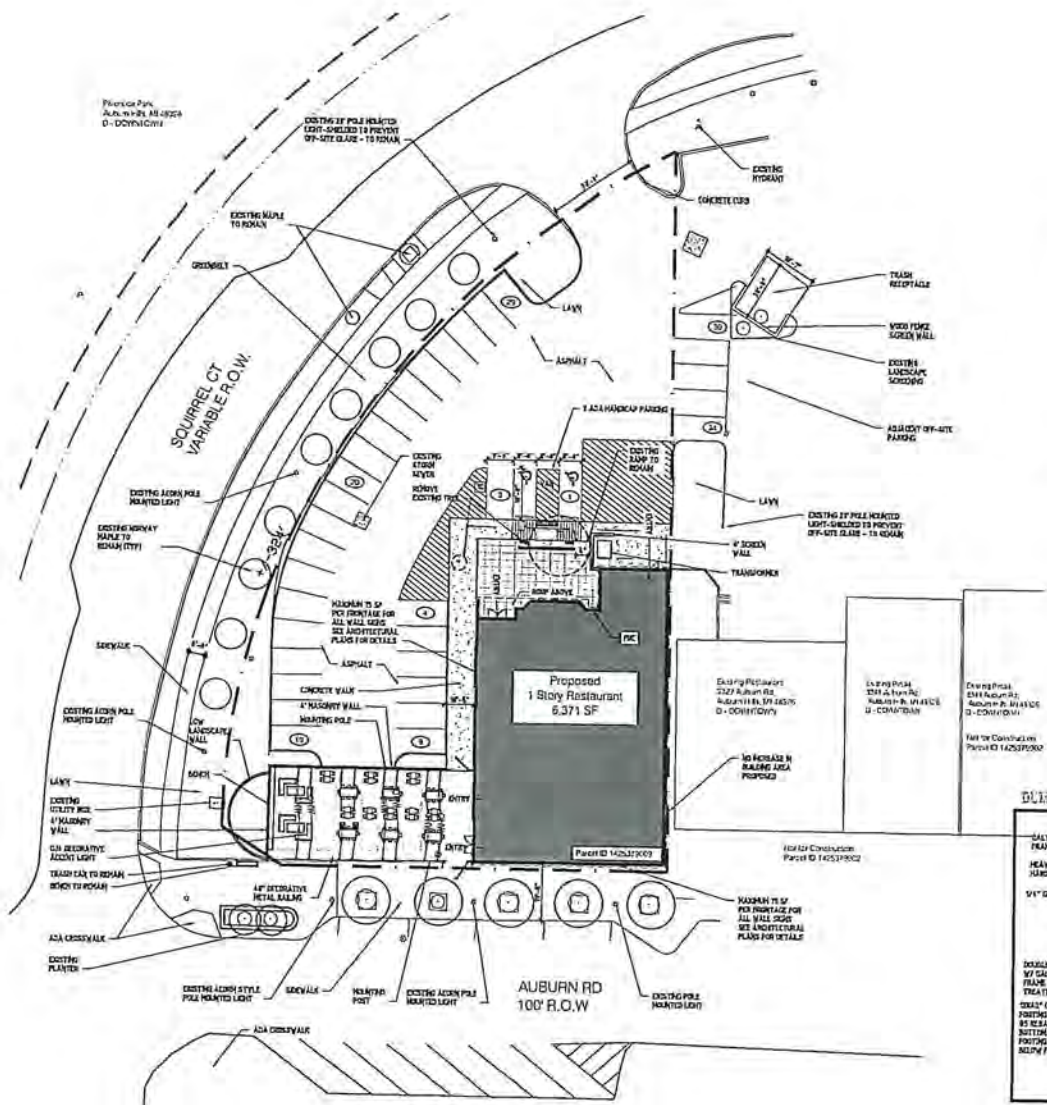
DATE: 12/18/2024

SCALE: 1" =

2072 | 518 2072

0275

NOT FOR
CONSTRUCTION



1 Architectural Site Plan

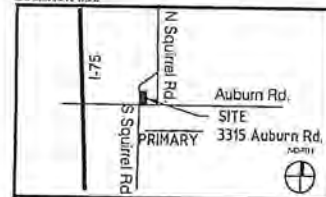
LEGAL DESCRIPTION

LOT 17, PLAT OF VILLAGE OF AUBURN ACCORDING TO THE PLAT THEREOF, AS RECORDED IN LIBER 3, PAGE 11 OF PLATS, OAKLAND COUNTY RECORDS, EXCEPT THAT PART TAKEN FOR RE-LOCATION OF SQUIRREL ROAD, ALSO THAT PART OF VACATED OLD SQUIRREL ROAD ADJACENT TO SAID LOT 17 AND PART OF LOTS 51 AND 42 OF SUPERVISOR'S PLAT No. 8, AS RECORDED IN LIBER 62, PAGE 33 OF PLATS, OAKLAND COUNTY RECORDS, DESCRIBED AS BEGINNING MINUTES 00 SECONDS NORTH 88 DEGREES 12 MINUTES 00 SECONDS EAST 1482.05 FEET AND NORTH 01 DEGREES 48 MINUTES 35 SECONDS WEST 24.48 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 253.50 FEET, CHORD BEARS NORTH 18 DEGREES 13 MINUTES 27 SECONDS EAST 173.50 FEET, A DISTANCE OF 177.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 350.50 FEET, CHORD BEARS NORTH 47 DEGREES 42 MINUTES 63 SECONDS EAST 99.85 FEET, DISTANCE OF 100.30 FEET; THENCE SOUTH 26 DEGREES 08 MINUTES 13 SECONDS WEST 102.85 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 00 SECONDS EAST 160.53 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 00 SECONDS WEST 86.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,327.2 SQUARE FEET OR 0.650 ACRES

3315 AUBURN RD
P.M.H.: 14-25-379-009

LOCATION MAP



SITE DATA

Address	3315 Auburn Rd.
Parcel ID	# 14-25-379-009
Zoning	Current Zoning - D - Downtown
Section Corner	
Parcel Area	28,327 SF (0.65 Acres)

GENERAL NOTES

- All lighting shall be shielded and directed downward and away from adjacent properties. Lighting shall meet the requirements of Zoning Ordinance No. 372.
- Signs shall meet the requirements of Zoning Ordinance No. 372.
- No outside storage will be allowed, which includes paint storage, overgrown vehicles, or other storage.
- Ground mounted signs and roof mounted signs shall be screened per Zoning Ordinance No. 372.
- Parking spaces shall be double striped per Zoning Ordinance No. 372.
- Environmental Impact Statement is not required.
- Land Owner/Contractor is not required.
- Special Land Use Permit Required For Restaurant Use.
- No alterations, amendments, modifications, or revisions shall be made to the approved site plan without prior approval from Community Development.

ZONING SCHEDULE OF REGULATIONS

Regulation	Requires (D Downtown)	Provided
Setbacks	Front - 0 Side - 0 Rear - n/a	Front: Auburn Rd: 1.0' Squirrel Rd: 1.0' East Side: 0.8'
Building Height	2 Stories (30')	1 Stories - 30'
Building Coverage	n/a	29.5%
Finement (Impervious Surface)	n/a	69.6%
Open Space	n/a	7.5% (Lower)

PARKING SCHEDULE

Required by Ordinance	Existing	Proposed
Total Required: 24	40	Total Parking Spaces Provided: 24

NOT FOR CONSTRUCTION DRAWINGS
SOWELL # 14-36-126-026
BUILDING FLOOR AREA

Total Building Floor Area	100% - 6,370.7 SF
Usable Building Floor Area	72% - 4,602 SF

SIGNS

- Only wall mounted signs permitted within 50' corners.
- One per frontage - 2 permitted on site.
- 85 SF / 10 LF frontage, or
- 80 SF / Area (Whichever is larger)

N.T.E 150 SF total of all signs.

Proposed
N.E. 458.25 LF Frontage Total =
150 SF maximum sign area for all signs



3300 AUBURN RD, SUITE 300
AUBURN HILLS, MI 48329
T: 248.881.4422 F: 248.453.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

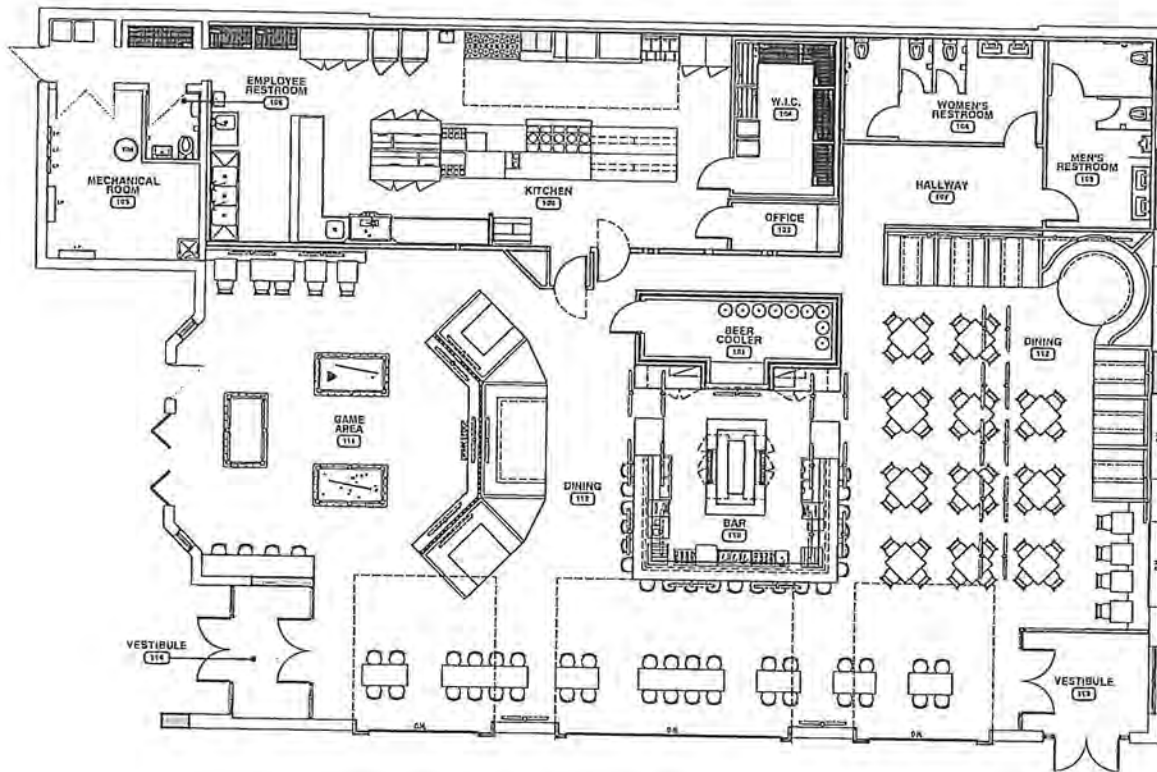
NO.	DATE	DESCRIPTION
1	12/20/2024	Initial Site Plan
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Alo's Sport Bar
3315 Auburn Rd.
Auburn Hills, MI 48326

Architectural Site Plan

24092

AS1.1



PLAN LEGEND	
MARK	DESCRIPTION
	EXISTING DOOR & FRAME - TO REMAIN AT DOOR SCHEDULE
	NEW DOOR SIZE OVER SCHEDULE
	EXISTING WALL
	NEW WALL SIZE OVER SCHEDULE
	CONSTRUCTION ABOVE
	CONSTRUCTION BELOW
	GAS METER
	WATER METER
	ELECTRICAL METER
	ELECTRICAL PANEL
	EXISTING TO REMAIN
	WATER HEATER
	DOOR TAG
	SERVICE SINK
	WATER HEATER

DESIGNHAUS ARCHITECTURE	
3550 AUBURN RD., SUITE 320 AUBURN HILLS, MI 48326 T:248.491.4122 F:248.453.5854 WWW.DESIGNHAUS.COM INFO@DESIGNHAUS.COM	
EST. 1999	
Alo's Sports Bar 3313 Auburn Rd. Auburn Hills, MI 48326	
Floor Plan	
24092	
A1.0	

1 Floor Plan

SCALE 1/8" = 1'-0"





3560 AUBURN RD., SUITE 300
AUBURN HILLS, MI 48326
T:248.601.4432 F:248.452.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

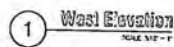
SPA	26.11.22
ISSUANCE DATE	

Alo's Sport Bar
3315 Auburn Rd.
Auburn Hills, MI 48326

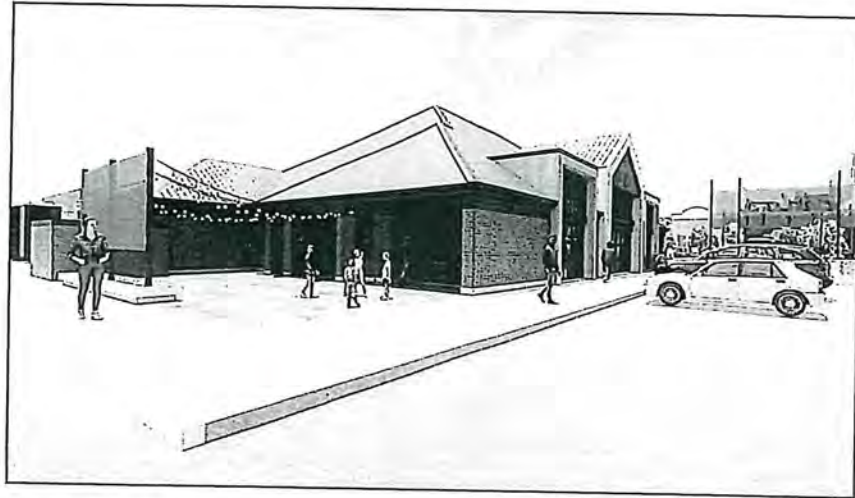
Building Elevations

24092

A3.1



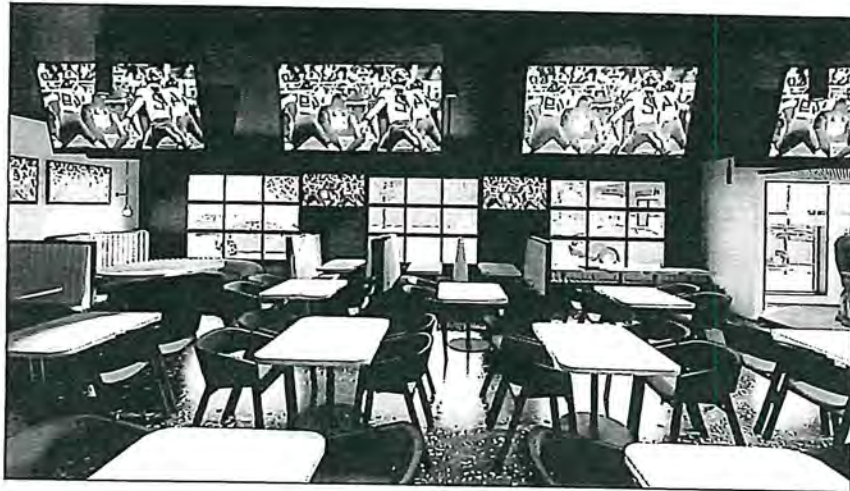
A3.2	74092	<p>Alto's Sport Bar 3315 Ashland Rd. Auburn Hills, MI 48236</p> <p>Building Elevations</p>
------	-------	--



4 Render 8 | BACK PATIO



3 Render 7 | GAME AREA



2 Render 6 | INTERIOR DINING



1 Render 5 | ENTRANCE FROM STREET

DESIGNHAUS
EST 1999
ARCHITECTURE

3308 AUBURN RD. SUITE 300
AUBURN HILLS, MI 48326
T:248.501.4422 F:248.452.5854
WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

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1637	11
1638	11
1639	11
1640	11
1641	11
1642	11
1643	11
1644	11
1645	11
1646	11
1647	11
1648	11
1649	11
1650	11

1651	11
1652	11
165	



2114 S Milford Rd • Highland, MI 48357-4609 • Phone: 2488510960

Nick Talmers

Phone: 248-789-5847

Job Address:

3315 Auburn Rd,

Auburn Hills, MI 48326

Print Date: 6-12-2024

Proposal for Talmers, Nick - Shingle Roof

This proposal is for the installation of a GAF Timberline UHDZ roofing system. This proposal does not include the low-slope roofing, soffit replacement, and siding replacement.

Items	Description
Roof Decking - 4'x8' 7/16" - 1/2" OSB	Inspect roof decking after the removal of roofing materials. Remove and replace damaged or rotten decking. 4'x8' sheets of 7/16th - 1/2" OSB. Three sheets are included. Each additional sheet will be \$65.00 per sheet.
Roof Shingle Removal (6/12-12/12) Pitch Roof	Remove roofing shingles down to the roof deck. Dispose of shingles into rubber tire dumpster.
Ice & Water Shield	Install Ice and Water shield up roof slope from eve edges 6'. Install Ice and Water shield in all valleys, 3' wide. Install 3'x3' Ice & Water shield around all roof penetrations. Install Ice and Water shield along all wall and roof intersections.
Drip Edge - 1-1/2" Aluminum drip edge	Install a new 1-1/2" aluminum drip edge around the entire roof perimeter (on new roof installations). This includes the eve and rake edges.
Roofing Underlayment	Install GAF Tiger Paw synthetic roofing underlayment over the entire roof deck.
Roof Shingle Install 6/12 -12/12	Supply and Install GAF TimberLine UHDZ Shingles. GAF Pro Start Starter shingels. GAF Cobra Ridge and Hip Vent. GAF TimberTex ridge & cap shingles. Pipe and vent flashings.

Total Price: \$49,516.00

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

Fax/ E-Mail

	Nick Talmers
E-Mail	
Fax:	

Re.:	Auburn Hills Property
------	-----------------------



T.F. BECK COMPANY

Work: (248) 852-9255

Fax: (248) 852-7723

Mobile: (248) 249-8227

E-mail: dcasey@tfbeck.com

Date	May 13, 2024
Number of pages including cover sheet	1

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please Comment

We propose to furnish the labor and material to perform the following as per the scope and clarifications listed below.

Scope:

- Shingle roof:
 - Tear off existing shingle roof and dispose of from site.
 - Install Ice and water at eaves.
 - Install Synthetic underlayment over entire roof.
 - Install Drip edge, starter shingle and 40-year dimensional shingle.
 - Install Hip, ridge, rake, vented ridge, valley and headwall flashings
- Flat Roof:
 - Tear off existing roof down to the deck and dispose of from site.
 - Install 1.5" polyisocyanurate insulation mechanically fastened per FM 1-90 requirements.
This does not meet code although the flashing heights do not allow additional insulation to be added.
 - Furnish and install a .60 mil TPO roof system mechanically fastened per FM 1-90 requirements.
 - Flash perimeter and penetrations.

Clarifications:

- Straight time only
- Due to industry wide product shortages- lead time on most material is much longer than usual. Quoted price is a suggested budget price and cannot be guaranteed at this point. Price will be guaranteed at date of shipment.

Price: **Shingle Roof:** **\$ 37,425.00**
 Flat roof **\$ 19,700.00**

I trust the above meets with your approval and that we may be of service to you on this and future roofing and architectural sheet metal needs.

Respectfully
T. F. Beck Company
Daniel E. Casey
President

ESTIMATE

Arnold Roofing & Construction Inc.
560 Hidden Pines Trail
Holly, MI 48442
(248) 634-0189

Sales Representative
Keith Arnold
(248) 766-7249
keith@arnoldroofing.com



David Kolar
1031davidkolar@comcast.net
(313) 600-2274
3315 Auburn Road
Auburn Hills, MI 48326

Estimate #	2274
Date	5/10/2024

Item	Description
WTBD	3315 Auburn Rd. Auburn Hills
Remove all old roofing	One layer 8/12 pitch
Install drip edge	1-1/2 on all edges color of choice
Ice shield	6ft on eaves and along walls 3ft in valleys
Synthetic felt remaining roof	Above ice shield
Starter shingles on edges	With seal strip
Reshingle	Reshingle complete building
Fascia Boards	8.00 a ft. extra if needed
Ridge Vents	On main ridges
Reflash Walls	Ive shield & step flash
Vent Pipe Flashings	Replace all
Sheet(s) of Plywood	70.00 a sheet extra if needed
Shingle Options	Good-Oakridge 37,845 All shingles have Limited Lifetime Warranty Better- Duration 38,715 Best- Duration Flex 44,370
Clean up & haul away	Rubber tire trailer, tarp grounds, run magnets for nails, blow off driveway and sidewalks
Plus Permit Cost	Approx 500.00
Special Instructions	Remove Dish Remove old chimney chase south side and fill in. Remove 1/2 round gable on west side and fill in. and dispose of. 1600.00
EPDM Rubber Low Pitch Roofing	Remove all old roofing. Install 6" iso board. Install tapered iso. mechanically fastened. Install 60 mill EPDM fully adhered. flash all curbs and seams 17,500.00 Building owner to remove all mechanical on flat roof

Our guarantee: Arnold Roofing & Construction Inc. agrees to guarantee all workmanship, for a period of 10 years after completion. Exclusions from this guarantee are wind/storm damage(s), leaks caused by ice dam/water backup, and any leaks caused by anything other than workmanship.

Mold and Asbestos Disclaimer: This contract does not include, unless expressly specified any mold or asbestos abatement, removing or cleaning. If mold or asbestos is found existing on the premises, any cost to abate, remove or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does not include the cost to abate, remove or clean any mold or asbestos found in the future.

Limitation of damages: There are no implied warranties of merchantability or fitness for a particular purpose in connection with any sale of products under this contract. The only warranties applicable to such sales shall be with those expressly set forth in this contract by Arnold Roofing and Construction Inc. Such express warranties shall be in lieu of any other warranties, whether express or implied. Arnold Roofing and Construction Inc. is not liable for any defective products or services or damages caused by the same, shall be limited to replacing the product. Under no circumstances shall Arnold Roofing & Construction Inc. be liable for incidental or consequential damages related to defective products or services.

Notice to purchaser: You may cancel this contract without penalty or obligation for any reason within 3 business days from the date you signed the contract. Any payments made by you shall be returned within 10 business days following receipt by Arnold Roofing & Construction Inc. If mailed, it must be postmarked before midnight of the third business day after you signed the contract. Deliver or mail the notice to: 560 Hidden Pines Trail Holly, MI 48442

Sub Total	\$0.00
Total	\$0.00

Buyer _____ Date: _____

ARC Representative _____ Date: _____

Cash Price _____

Down Payment _____

4% CC _____

Balance (to be paid upon completion) _____

Arnold Roofing & Construction Inc.

www.arnoldroofing.com

MAIN OFFICE: 560 Hidden Pines Trail, Holly, Michigan, 48442 Office:(248)634-0189 Fax:(248)634-7047
ANN ARBOR OFFICE: 4 Manchester Ct. Ann Arbor, Michigan, 48104 Office:(734)213-7070 Fax:(734)213-7007
Warehouse: 207 W. Walton, Pontiac, Michigan, 48340



Proposal / Contract

ALLEN BROTHERS, INC.

2691 Leach Road Rochester Hills MI 48309 (248) 852-9535

FAX (248) 852-7122

Proposal Submitted to

Nick Talmers

Phone

248-789-5847

Date

4/18/24

Street

3315 Auburn Rd.

City, State and Zip Code

Auburn, MI 48326

We hereby submit specifications and estimates for:

Project: Roof ReplacementScope of the work to include:**Shingle Roofing****\$52,000.00**

Tear-off existing roof and dispose of debris.
Install new aluminum drip edge at eaves and rakes.
Apply two courses of Certainteed WinterGuard Ice and Water Shield to eaves and line valleys.
Cover balance of roof using Certainteed RoofRunner premium synthetic underlayment.
Install 24 ga pre-finished steel "W" style valley flashing.
Install Certainteed LandMark Pro shingles.
Install new aluminum step and apron flashings.
Cover ridge with Certainteed ShadowRidge hip and ridge accessory shingle.

EPDM Roofing**\$36,000.00**

Tear-off existing roof and dispose of debris.
Mechanically attach 1/2" HD coverboard over (2) layers of 2.6" polyiso for avg R Value of 30.
Fully adhere Carlisle 60-mil SuerSeal EPDM roof system.
Adhere EPDM membrane up walls.
Install 24 ga pre-finished steel metal edge flashing.
Flash in new RTU and mechanical roof curbs.

Alternates/ Adds:

Install 24 ga pre-finished steel curved standing seam panels over Barrel Dormer..... add \$4,800.0
Install 24 ga pre-finished steel standing seam panels over (2) Gable Dormers.....add \$4,800.0

Warranty: Certainteed 4-star warranty; Five years on ABI workmanship.
Carlisle 15 year warranty (EPDM Roofing)

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

Eighty-eight thousand, and no/100

dollars

\$88,000.00

Payment to be made as follows: 1/3 deposit; balance due upon completion

Workmanship warranty does not cover leaks due to natural extremes, e.g. high winds, hail storms, ice water backup, etc.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within _____ days

Authorized Signature Brian E. Marceau**Acceptance of Proposal** - By signing this proposal/contract I accept the pricing, specifications, and conditions as stated above.

I hereby give Allen Brothers, Inc. authorization to do the work as specified. Payment(s) are required to be made as outlined above.
Invoices 30 days past due will be assessed a 1 1/2% finance charge per month on the unpaid balance.

Signature _____

Date of Acceptance _____



2114 S Milford Rd • Highland, MI 48357-4609 • Phone: 2488510960

Nick Talmers
Phone: 248-789-5847

Job Address:
3315 Auburn Rd,
Auburn Hills, MI 48326

Print Date: 6-17-2024

Proposal for Talmers , Nick - Standing Seam Metal

Items	Description
Roof Shingle Removal (6/12-12/12) Pitch Roof	Remove roofing shingles down to the roof deck. Dispose of shingles into rubber tire dumpster.
High Temp Ice & Water Shield	Install Ice and Water shields up the roof slope from the edges. Install Ice and Water shield in all valleys, 3' wide. Install 3'x3' Ice & Water shield around all roof penetrations. Install Ice and Water shields along all wall and roof intersections.
Roof Decking - 4'x8' 7/16" - 1/2" OSB	Inspect roof decking after the removal of roofing materials. Remove and replace damaged or rotten decking. 4'x8' sheets of 7/16th - 1/2" OSB. Three sheets are included. Each additional sheet will be \$65.00 per sheet.
Metal Roofing Image 2 panel	Supply and install drip, step, wall, and valley flashings. Supply and install Image 2 Striated 16" 24-gauge panel. Supply and install snow guard bars. Supply and install hip and ridge vents.
Arched top Metal Roof	Supply and install metal roofing for the arched-top dormer.

Total Price: \$135,648.00

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____



FACILITIES MANAGEMENT GROUP

Facilities Management Group of
Michigan, LLC
1974 Star Batt Dr
Rochester Hills, MI 48309 US
+12488946092
office@fmgsite.com
www.fmgsite.com

Estimate

ADDRESS

c/o Dave Kolar
3315 Auburn Rd.
Auburn Hills MI 48326

ESTIMATE # 1007024426

DATE 07/03/2024

ACTIVITY	QTY	RATE	AMOUNT
BUDGETARY PURPOSES ONLY. Based off of existing eagle view of a 6400 sf building. Note some renderings show a few details changing.			
Roofing Installation of 26 ga metal standing seam roofing with baked enamel finish	1	111,550.00	111,550.00
Durolast Roofing Flat roof area appx 33x21' : Supply and install Durolast 50 mil roofing over existing roof per Durolast specifications. * All roofing to be installed by Durolast specifications and inspected to receive by Durolast to receive 15 year warranty. * Fully tapered insulation *Additional warranty can be purchased at an additional cost.	1	9,520.00	9,520.00
Dumpster 30 yard soft wheel	3	500.00	1,500.00
Construction Services Removal of the rounded eyebrow and infill with plywood	1	2,900.00	2,900.00
Construction Services Rough budget to make existing pitched roof entrance a flat roof, raise about 8ft.	2	5,400.00	10,800.00
Materials	1	5,500.00	5,500.00
Construction Services Demo of north entrance and rebuild. Note: roof lines do not match, there will need to be some Architectural input.	1	7,200.00	7,200.00
HVAC 7.5 ton, 10 ton, 15 ton rooftop units, new curb adapters, crane rental, and permits Gutters TBD, waiting on pricing.	1	71,747.35	71,747.35

Contact Facilities Management Group of MI TOTAL
to pay.

\$220,717.35

Thank you for considering us on your next project.



AUG. 14, 2024

TO: KOLAR COMMERCIAL GROUP
ATTN: DAVID KOLAR
RE: PLATON'S SPORTS BAR
3315 AUBURN RD, AUBURN HILLS

The following is a list of materials and methods of applications that we propose to install on this project. Plans and Specifications have not been provided. This Proposal is based on sight visits and

SCOPE OF WORK

16" WIDE STANDING SEAM METAL ROOFING:

- A) Provide Shop Drawings by Roofing Manufacturer.
- B) Remove Existing Shingles and Felt Underlayment down to Existing Plywood Sheathing.
Note: Carpentry Contractor to Remove ½ Round Louver Dormer, Existing Dormers, and Main Entrance, and will be sheathed by Carpentry Contractor prior to Shingle Removal.
- C) Provide and Install 40 Mil Self-Adhering High Temp Ice & Water Underlayment. (Full Coverage)
- D) Provide and Install Standing Seam Metal Roof Panels over High Temp Underlayment. Standing Seam Panels to be 16" Wide, 22 Gauge, Snap-on-Seam with 1 3/4" Rib Height, Color: Manufacturers Standard Colors.
- E) Provide and Install matching Drip, Ridge, Hip, Valley, Rake, Closure Trims and Flashings for a Complete Roof System.
- F) Provide and Install 6" Box Metal Gutters and 4" Downspouts. Gutters to be 22 Gauge, Downspouts to be 24 Gauge. Color Selected from Manufacturers Standard Colors.
- G) All Details to be Installed per Manufacturers Recommendations and Approved Shop Drawings.
- H) 2 Year Royal Roofing Installers Warranty.
- I) 20 Year Manufacturers Finish Warranty.

60 MIL MEMBRANE ROOFING AT WEST ELEVATION:

- J) Provide and Install R-30 Polyiso Insulation at Reworked Dormers on West Elevation.
- K) Provide and Install ½" DensDeck Prime Coverboard over Insulation at new Re-Worked Dormers.
- L) Provide and Install 60 Mil Membrane "Fully Adhered" Roofing System. Wrap Membrane Over Parapet Wall Prior to Installing Copings.
- M) Install 22 Gauge Coping and Strip in with 5.5" Quick Seam Flashing.
- N) All Details will be Installed per the Manufacturer's Approved Details.

RE-ROOF AT EAST ELEVATION AREA FOR MECHANICAL EQUIPMENT:

- O) Tear off the existing roof down to structural deck and dispose of.
- P) Install 1/8" tapered insulation over decking to provide slope to gutter edge.
- Q) Flash in (4) Penetrations for MAU platform.
- R) Flash in (3) RTU's and (4) EF's.
- S) Flash in electrical and gas line penetrations.
- T) Install 60 mil single ply membrane "fully adhered" roofing system.
- U) Flash up (3) sided wall 3' up
- V) Shop-fabricate and install edge metal 24 ga. standard color non-ES1 rated.
- W) All details will be installed per the manufacturer's approved details.
- X) 20-Year Manufacturer's Warranty.

.....**TOTAL BASE BID INCLUDING TAX: \$272,890.00**

VOLUNTARY ALTERNATES:

1. USE 12" WIDE STANDING SEAM ROOF PANELS IN LIEU OF 16" WIDE PANELS.
.....**ADD: \$9,600.00**
2. ADD 1 ROW OF S-5 BAR TYPE SNOW GUARDS TO FULL PERIMETER OF ROOF
.....**ADD: \$ 8,740.00**

EXCLUDE:

- Permits, Bonds, Engineering, Design Delegation, Stamped/Sealed Drawings.
- Demo Other than what is Listed Above.
- Ice and Snow Removal, Multiple Mobilizations for each Trade.
- Structural Steel, Carpentry, Wood Sheathing, Nailers, Insulation, Fascia and Soffit.
- Roof Penetrations Not Installed at Time of Roofing to be T & M.
- Premium Time, Multiple Mobilizations for Penetrations.
- Cutting of Decking Under Deck Supports.
- Temporary Protection, Temporary Covering of Deck Openings.
- Metallic/Mica Colors, Custom Colors.

CLARIFICATIONS / NOTES:

- Shop Drawings will be Provided for Approval.
- Royal Roofing Will Provide Our Own Dumpsters for Our Work.
- All Roof Top Units or Penetrations being removed by others are responsible for temporarily sealing the roof and structural deck; Roofing Contractor will not be on-site to ensure the roof is watertight.
- Price is Based on Today's Pricing. Price is Valid for 30 Days.
- All Details to be Installed per Manufacturers Recommendations and Approved Shop Drawings.

Contact me at cpayne@royal-roofing.com or (586)817-6913 with any questions.
Thank you,

Craig Payne – Project Manager
Royal Roofing Co., Inc.

2445 Brown Road ~ Orion, Michigan 48359
Ph: 248-276-7663 ~ Fx: 248-276-9170



Date: 9/17/24		QUOTE #		Page 1 of 1
Proposal Submitted To: Nick Talmers		Job Name 3315 Auburn Rd.		
Street Address:		Street Address:		
City, State, Zip Code:		City, State, Zip Code:		
Attention: Nick Talmers	Phone No: 248-789-5847	Facsimile No: N/A	Email: ntalmers@msn.com	

We hereby submit specifications and estimates for:

Roof Panels

1. Tear of existing shingles, ice and water shield plywood.
2. Supply and install 24 ga standing seam metal panels in standard colors. Includes all trims, gutters and drip edge.
3. Includes Soffit panels at new canopy only.
4. Includes fascia at canopy.
5. Includes coping at new dormers.

Canopy Roof

- Assumption of ~20' x 20' x 3' Wide.
- Mechanically attach a layer of tapered insulation to slope one way toward gutter edge. (FASTENERS WILL SHOW BELOW IF IT IS AN EXPOSED DECKING)
- Adhere new 60 mil EPDM membrane over insulation.
- Install termbar on EPDM to higher roof transition.
- Strip in gutter (gutter installed by others) after installation.

"Dormer" Roofs (TWO (2) 16' x16' Roofs)

- Mechanically attach a layer of tapered insulation to slope one way toward one side of roof. (FASTENERS WILL SHOW BELOW IF IT IS AN EXPOSED DECKING).
- Install tapered saddle to push water to DRAINS (Drains provided and installed by Lutz, ANY BELOW DECK PIPING TO BE COMPLETED BY OTHERS)
- Adhere new 60 mil EPDM membrane over insulation.
- EPDM to run up and over walls. EPDM to slip under and tie into existing shingles.

Back Roof

- Remove roofing down to decking below.
- Mechanically attach one layer of 3.5" insulation
- Over insulation, adhere a new 60 mil EPDM roof system.
- Run EPDM up walls ~12" only. (Note there is existing siding near roof area, we will re-use.)

Price:.....\$291,000.00

Exclusions:

1. All framing, structural steel, tube steel, sheathing and blocking by others. This includes misc. steel framing and cold formed framing.

Disclaimer: (1) Material prices are subject to change after 30 days due to possible volatility in the steel and/or aluminum markets. (2) This proposal is based on the proper ability to move mobile equipment around the site unless otherwise noted. (3) Poor weather days are not included. 4) ACM is a rainscreen system; if weather barrier is installed by others, LSM is not responsible for building water infiltration.

We propose hereby to furnish equipment, labor and supervision necessary to complete in accordance with above specifications, for the sum of:

See Above

Payment to be made as follows:



Progress Billing

Liberty Sheet Metal, Inc. shall not be liable for any claims regarding the disruption or disposal of asbestos that may be inherent in the roof system. It is the owner's responsibility to test for asbestos in the roof system, prior to the commencement of the project. Liberty Sheet Metal, Inc. assumes no structural liability for any changes in the dead load that may be a result of the new roof system. Roof warranty is subject to terms and conditions on the actual warranty form. Warranty does not cover consequential damages. This proposal alone does not serve as a warranty. In the event of failure of a customer to make timely payment, Liberty Sheet Metal is entitled to recover any collection cost, including 18% annual interest, and attorney fees. Owner and Owner(s) Agents shall hold Liberty Sheet Metal harmless and indemnify Liberty Sheet Metal, from legal claims involving mold contamination. The owner and owner(s) Agents shall hold Liberty Sheet Metal harmless and indemnify Liberty Sheet Metal, from legal claims from third parties relating to fumes and odors that are emitted during the roofing process.

Signature:

Justin Becker

Note: This proposal may be withdrawn if not accepted within *thirty (30)* days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Date of Acceptance:

Signature:



Proposal

Proposal Date: 6/11/2024

Proposal #: 17672

Selective Heating & Cooling, Inc.
29301 Garrison Road

Phone: 248 486-4640 Fax: 248-486-4489

Email: info@selectivehvac.com

www.selectivehvac.com

Lilly Investments Inc
Nick Talmers
555 Pleasant St,
Birmingham, MI 48009

PROPOSED WORK

Job Location: 3315 Auburn Rd, Auburn Hills, MI

Job Description: **HVAC REPLACEMENT FOR EXISTING BUILDING - BUDGETARY PRICING ONLY**

- Install (1) Bryant M# 582KP08N224, 7.5 Ton, 224,000 BTU, 208/230 Volt, 3 Ph, Roof Top Unit
- (1) Bryant M# 582KP12N224, 10 Ton, 224,000 BTU, 208/230 Volt, 3 Ph, Roof Top Unit
- (1) Bryant M# 582KP16N350, 15 Ton, 350,000 BTU, 208/230 Volt, 3 Ph, Roof Top Unit
- (1) RUPP, 400,000 BTU, 6,000 CFM, Direct Fired, Modulating Make Up Air Unit
- Curb Adapters For Roof Top Units
- Curb For Make Up Air Unit
- Economizers
- Hoisting/Crane Service
- Low Voltage
- Electric
- Gas
- Permits
- Labor

BUDGETARY PRICING ONLY

110,000.00

Notes:

- Allow 15-20 Weeks For Delivery Of Roof Top Units
- Allow 15-26 Weeks For Delivery of Make Up Air
- Installation Of Roof Top On Existing Curbs
- Make Up Air Unit Will Require New Curb To Be Installed On Roof, Flashing, & Cutting Of Roof To Be Provided By Others
- Existing Air Ducts To Remain As Is

PAYMENT VIA CREDIT CARD, A 2.75% FEE WILL BE APPLIED TO YOUR TOTAL IF THE AMOUNT EXCEEDS \$10,000.00

* This Quote Expires (30) Days From The Date You Received Proposal.

* Quoted price on "additional items" will be honored only when installed at the time of original job.

* Please circle desired items if applicable. Signed copy must be received prior to work being scheduled.

* Should a permit be required, and City, State and or County specifications exceed proposed work, there will be a charge over and above cost.

SELECTIVE HEATING & COOLING WILL NOT BE RESPONSIBLE FOR SUPPLYING HEAT NEEDED DURING CONSTRUCTION PERIOD. If Selective does supply heat during the construction phase; the warranty will commence the day the unit is installed and extend 1 year from that date as per manufacturer's warranty. We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: dollars (\$_____).

PAYMENT TERMS: FULL PAYMENT DUE UPON COMPLETION OF JOB

American Arbitration Association Clause - Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



Proposal

Selective Heating & Cooling, Inc.
29301 Garrison Road

Proposal Date: 6/11/2024
Proposal #: 17672

Lilly Investments Inc
Nick Talmers
555 Pleasant St,
Birmingham, MI 48009

Phone: 248 486-4640 Fax: 248-486-4489
Email: info@selectivehvac.com
www.selectivehvac.com

PROPOSED WORK

- Once Selective Receives New Architectural Drawings, We Will Provide Quote For Duct Alterations
- Roof Tops Cannot Be Ordered After 8/1/24, Due To Change In HVAC Industry to R454B

PAYMENT VIA CREDIT CARD, A 2.75% FEE WILL BE APPLIED TO YOUR TOTAL IF THE AMOUNT EXCEEDS \$10,000.00

* This Quote Expires (30) Days From The Date You Received Proposal.

* Quoted price on "additional items" will be honored only when installed at the time of original job.

* Please circle desired items if applicable. Signed copy must be received prior to work being scheduled.

* Should a permit be required, and City, State and or County specifications exceed proposed work, there will be a charge over and above cost.

SELECTIVE HEATING & COOLING WILL NOT BE RESPONSIBLE FOR SUPPLYING HEAT NEEDED DURING CONSTRUCTION PERIOD. If Selective does supply heat during the construction phase; the warranty will commence the day the unit is installed and extend 1 year from that date as per manufacturer's warranty. We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: dollars (\$).

PAYMENT TERMS: FULL PAYMENT DUE UPON COMPLETION OF JOB

American Arbitration Association Clause - Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

TIFA Grant Review Committee Follow Up on Request for Information

3315 Auburn Road

February 26, 2025

Dear TIFA Grant Review Committee:

The three items that needed clarification to finish the TIFA Grant Review process were:

1. Equity of Investment – Three Years of Tax Information
2. Profit and Loss Statement for the previous three years and expense reports
3. Name of Contractor selected for the relevant work

With respect to the equity of the investment, Talmers Auburn, LLC, that holds the real property, is a new entity and therefore previous tax information is unavailable. In terms of liquidity, we provided proof of funds in the grant application on pages 16-17.

The profit and loss statement for the previous three years and associated expense report information is also unavailable because Alo's Sports Bar is a new establishment and not a second location of an existing restaurant concept. Financial projections, however, were included in the grant application on page 18.

The name of the company selected for the job is Facilities Management Group of Michigan, LLC. Tim Rottman is the owner. I've attached an updated copy of estimate number 1007024426.

All permits for exterior and interior work have been submitted to the city and we expect work associated with the roof and HVAC to begin at the end of March or early April and complete by May 31st.

Interior and other work is targeted for completion in September of 2025 and is being managed by Alo's Sports Bar Owners and Design Haus.

Thank you so much for your consideration in what we expect to be a very successful re-development project for downtown Auburn Hills.

Best,



Nick Talmers
Talmers Auburn LLC



FACILITIES MANAGEMENT GROUP

Facilities Management Group of
Michigan, LLC
1974 Star Batt Dr
Rochester Hills, MI 48309 US
+12488946092
office@fmgsite.com
www.fmgsite.com

Estimate

ADDRESS

c/o Dave Kolar
3315 Auburn Rd.
Auburn Hills MI 48326

ESTIMATE # 1007024426
DATE 07/03/2024

ACTIVITY	QTY	RATE	AMOUNT
BUDGETARTY PURPOSES ONLY. Based off of existing eagle view of a 6400 sf building. Note some renderings show a few details changing.			
Roofing Installation of 26 ga metal standing seam roofing with baked enamel finish	1	111,550.00	111,550.00
Durolast Roofing Flat roof area appx 33x21' : Supply and install Durolast 50 mil roofing over existing roof per Durolast specifications. * All roofing to be installed by Durolast specifications and inspected to receive by Durolast to receive 15 year warranty. * Fully tapered insulation *Additional warranty can be purchased at an additional cost.	1	9,520.00	9,520.00
Dumpster 30 yard soft wheel	3	500.00	1,500.00
Construction Services Removal of the rounded eyebrow and infill with plywood	1	2,900.00	2,900.00
Construction Services Rough budget to make existing pitched roof entrance a flat roof, raise about 8ft.	2	5,400.00	10,800.00
Materials	1	5,500.00	5,500.00
Construction Services Demo of north entrance and rebuild. Note: roof lines do not match, there will need to be some Architectural input.	1	7,200.00	7,200.00
HVAC 7.5 ton, 10 ton, 15 ton rooftop units, new curb adapters, crane rental, and permits Gutters TBD, waiting on pricing.	1	71,747.35	71,747.35
HVAC Additional MUA unit per plans	1	12,600.00	12,600.00

Contact Facilities Management Group of MI TOTAL
to pay.
Thank you for considering us on your next
project.

\$233,317.35



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director; Jason Hefner, Manager of Fleet & Roads

DATE: March 4, 2025

SUBJECT: 2025/2026 TIF-B Road Improvements Construction Funding

INTRODUCTION AND HISTORY

Included in the 2025/2026 Capital Plan for the Department of Public Works is the reconstruction of Executive Hills Boulevard (2025), Centre Road, and Innovation Drive (both in 2026). In 2019, Auburn Hills roads were assessed a Pavement Surface Evaluation and Rating (PASER) (from 1-10, 10 being new) to understand the quality of city-owned roads and revise the capitol plan to address the worst roadways first. The City Council then resolved in August 2019 to maintain an average PASER rating of six or greater. In 2024, Auburn Hills roads were re-assessed for a more current PASER rating. With those results, Executive Hills Boulevard had a rating of 4 while Centre Road and Innovation Drive had a rating of 3. Initial plans are to fully remove and reconstruct all three roadways with new concrete curbs and asphalt roadway. Any storm and base material issues discovered would also be repaired. The roadwork will be partially funded through Special Assessment Districts (SADs) which defer costs to the property owners as the primary users of the roads. While the city has the right per city ordinance (section 58) to assess 100% of the costs associated with the reconstruction, the city has established that 50% of the project will be assessed to the property owners as it has done with projects over the last 8 years (Deepwoods Dr, Pacific Blvd, N Atlantic Blvd & Continental Dr, Atlantic Blvd, West Entrance Dr, Corporate Dr, and Superior Ct).

In addition to the roadway reconstruction, a new pathway was considered for one side of Executive Hills Boulevard. During project design, it was decided that the current two lanes of traffic in each direction are not needed. Therefore, Executive Hills Boulevard will be reconstructed with a road diet to one lane in each direction. The road diet will allow for less maintenance costs in the future as the city will have roughly half of the road surface to maintain. This plan will necessitate the relocation of turnarounds so they are at driveways and will allow for a pathway to be installed on both sides of the roadway. In addition, due to multiple conflicts where lighting needs were to shift or are not currently conveniently located, the street lighting system will be replaced and upgraded with its new location being between the roadway and pathway on each side of the road. The pathway, lighting, and irrigation portion of the project would be solely funded by the city.

Federal Paving Inc. out of Auburn Hills, Michigan (recently merged with Allied Construction who we have worked with in the past) is the low bidder for this project. They have over 48 years of experience in similar construction and have completed many other projects throughout the region, including for the City of Auburn Hills. Based on our previous experience and their qualifications, we will recommend that City Council award this contract to Federal Paving Inc. in the amount of \$7,480,583.77, per the unit prices listed on the bid. The amount entered in the bid for Crew Days (\$287,820) is not included in the recommended award amount as these are not part of payments made to the Contractor, but these amounts cover construction inspection and are included in the total for determining the lowest bid.

OHM Advisors serves as the City Engineer and provides engineering, observation, and contract administration for all of the City's infrastructure capital projects. Their Scope of Services is attached as Exhibit 3 and includes G2 Consulting Group's estimate for material testing services. The total breakdown is included in the following chart:

2025/2026 TIFA-B Road Improvements Construction Funding

	Construction Contract	CE/CA Services	Crew Days (Observation)	Testing Services	Total	SAD 50%
Executive Hills (SAD)	\$3,475,175.00	\$175,000.00	\$132,600.00	\$60,000.00	\$3,842,775.00	\$1,921,387.50
Centre Road (SAD)	\$2,121,159.62	\$105,000.00	\$75,660.00	\$35,000.00	\$2,336,819.62	\$1,168,409.81
Innovation Drive (SAD)	\$948,511.50	\$50,000.00	\$40,560.00	\$17,500.00	\$1,056,571.50	\$528,285.75
Path/Lights/Irrigation	\$935,737.65	\$47,500.00	\$39,000.00	\$17,500.00	\$1,039,737.65	

Project Total	\$7,480,583.77	\$377,500.00	\$287,820.00	\$130,000.00	\$8,275,903.77	
SAD Eligible Total	\$6,544,846.12	\$330,000.00	\$248,820.00	\$112,500.00	\$7,236,166.12	\$3,618,083.06
50% SAD Eligible Total	\$3,272,423.06	\$165,000.00	\$124,410.00	\$56,450.00	\$3,618,083.06	

Budgeted within the TIFA-B fund are transfers to the local streets fund of \$2,250,000 for Executive Hills Boulevard roadway in 2025, \$320,000 for Executive Hills pathway in 2025, \$1,350,000 for Centre Road in 2026, and \$550,000 for Innovation Drive in 2026. All three road portions are under the proposed budgets, but the Executive Hills pathway portion of the project is over budget due to the addition of the second pathway (both sides of the road vs one), new streetlights, and irrigation repairs.

STAFF RECOMMENDATION

Staff recommends amending the 2025 TIF-B budget to increase appropriations to account number 252-736-995.203-EXECUTIVESAD by \$391,125.15 bringing the total to \$2,961,125.15. Staff also recommends funding the City's portion of the 2025/2026 TIFA-B Road Improvements construction by transferring funds to the local roads fund as follows: \$2,961,125.15 to 252-736-995.203-EXECUTIVESAD in 2025, \$1,168,409.81 to 252-736-995.203-CENTRERD_SAD in 2026, and \$528,285.75 to 252-736-995.203-INNOVATION in 2026.

An appropriate motion is:

Move to amend the 2025 TIF-B budget to increase appropriations to account number 252-736-995.203-EXECUTIVESAD by \$391,125.15 bringing the total to \$2,961,125.15. Also move to fund the City's portion of the 2025/2026 TIFA-B Road Improvements construction by transferring funds to the local roads fund as indicated in the staff recommendation section of this memo.

EXHIBITS

Exhibit 1 – OHM Bid Award Recommendation

Exhibit 2 – 2025/2026 TIFA B Road Improvements Funding Breakdown Memo

Exhibit 3 – OHM Scope of Construction Services



February 28, 2025

Stephen Baldante
Director of Public Works
CITY OF AUBURN HILLS
1500 Brown Road
Auburn Hills, MI 48326

RE: 2025 / 2026 TIFA B Road Improvements (Executive Hills, Centre, and Innovation)
Letter of Recommendation

Dear Mr. Baldante:

On February 27th, 2025 at 1:00 pm, a total of six bids were received for the above referenced project. The three (3) lowest bidders are as follows:

Contractor	Total Bid
Federal Paving Inc.	\$7,768,403.77
Dan's Excavating, Inc.	\$7,837,092.80
Pro-Line Asphalt Paving Corp.	\$8,285,914.00

The project consists of roadway reconstruction for the entirety of Executive Hills Boulevard, Centre Road, and Innovation Drive. Executive Hills will be reconfigured from two lanes each direction to one lane each direction with pathway and lighting adjacent. Centre and Innovation will be reconstructed in their current footprint to address deteriorated existing concrete below overlaid asphalt. The reconstruction work for these roads includes pavement removal, curb removal, underdrain and storm sewer improvements, aggregate base replacement as directed, subgrade repairs as directed, new curb, and new pavement.

Federal Paving Inc. out of Auburn Hills, Michigan (recently merged with Allied Construction who we have worked with in the past) is the low bidder for this project. They have over 48 years of experience in similar construction and have completed many other projects throughout the region, including for the City of Auburn Hills. Based on our previous experience and their qualifications, **we would recommend award of this contract to Federal Paving Inc. in the amount of \$7,480,583.77, per the unit prices listed on the bid.** The amount entered in the bid for Crew Days (\$287,820) are not included in the recommended award amount as these are not part of payments made to the Contractor, but these amounts are included in the total for determining the lowest bid.

Digital files of this letter and a bid tabulation have been emailed to your office. If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors

A blue ink signature of Timothy J. Juidici, written in a cursive style, positioned above a horizontal line.

Timothy J. Juidici, P.E.
Principal



memorandum

Date: February 28, 2025

To: Jason Hefner, Manager of Fleet and Roads
Stephen Baldante, Director of Public Works
cc: Alex Parent, OHM
From: Tim Juidici

Re: 2025 / 2026 TIFA B Road Improvements Budget Breakdown

As you are aware, bids were received for the 2025 / 2026 TIFA B Road Improvements project on February 27, 2025. The project is being funded via Tax Increment Finance Authority B & Special Assessment District. The following table summarizes the anticipated project cost breakdown:

	Construction Contract	CE/CA Services	Crew Days (Observation)	Testing Services	Total
Executive Hills (SAD)	\$3,475,175.00	\$175,000	\$132,600	\$60,000	\$3,842,775.00
Centre Road (SAD)	\$2,121,159.62	\$105,000	\$75,660	\$35,000	\$2,336,819.62
Innovation Drive (SAD)	\$948,511.50	\$50,000	\$40,560	\$17,500	\$1,056,571.50
*Path/Lights/Irrigation	\$935,737.65	\$47,500	\$39,000	\$17,500	\$1,039,737.65
Project Total	\$7,480,583.77	\$377,500	\$287,820	\$130,000	\$8,275,903.77
SAD Eligible Total	\$6,544,846.12	\$330,000	\$248,820	\$112,500	\$7,236,166.12

*Removed from SAD Eligible Total

Feel free to contact me if you have any questions or need additional information regarding this project.



March 3, 2025

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

RE: **2025/2026 TIFA B Road Improvements (Executive Hills, Centre, & Innovation)**
Scope of Construction Services

Dear Mr. Baldante:

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

PROJECT UNDERSTANDING

It is our understanding that the City of Auburn Hills plans to move forward with the construction phase of the 2025/2026 TIFA B Road Improvements project for which bids were received on Thursday, February 27, 2025. The proposed project consists of roadway improvements/reconstruction of Executive Hills Boulevard, Centre Road, and Innovation Drive. Executive Hills will be reconfigured from two lanes each direction to one lane each direction with pathway and lighting adjacent. Centre and Innovation will be reconstructed in their current footprint to address deteriorated existing concrete below overlaid asphalt. The reconstruction work for these roads includes pavement removal, curb removal, underdrain and storm sewer improvements, aggregate base replacement as directed, subgrade repairs as directed, new curb, and new pavement. The project is being partially funded via Special Assessment Districts (SADs) and is planned to be constructed over two years. The Executive Hills portion of the project is planned for 2025 with the Centre and Innovation portions slated for construction in 2026.

SCOPE OF SERVICE

Construction Engineering / Observation

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

- ▶ Provide daily observation of the project when construction work is occurring to verify that materials, installation, and construction methods used are in conformance with the project plans and specifications as well as applicable standards. Full-time observation will be provided for all roadway and utility construction.
- ▶ Produce daily field reports to document construction activities and record quantities of contract pay items.
- ▶ Prepare and provide the Contractor with a list of required submittals and review shop drawings, construction schedules, materials certifications, and other submittals.
- ▶ Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.
- ▶ Arrange and attend regularly scheduled progress meetings during the construction phase. It is anticipated that meetings will be held weekly during the active construction period.
- ▶ Coordinate with the materials testing consultant on material related items.



- Coordinate with the property owners and other stakeholders in the construction area regarding access, traffic staging, schedule, and other pertinent items for the duration of the project.
- Prepare and deliver record (As-Built) plans that include the constructed location of all installed underground utilities. Record plans will be delivered electronically in PDF format.

Contract Administration

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

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

Crew Days (Construction Observation)

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

SCHEDULE

Based on the Council meeting schedule, we anticipate that the tentative award for the project would occur at the March 17th Council meeting along with SAD resolution 4. Final award and resolution 5 is anticipated to occur at the City Council meeting on April 7th. Construction on the Executive Hills portion of the project is anticipated to begin in April and be substantially completed by September of this year. The Centre and Innovation portions of the project are expected to be constructed in 2026.

COMPENSATION

The construction engineering and contract administration outlined above will be performed on an hourly basis for the not-to-exceed amount of three hundred seventy-seven thousand five hundred dollars (\$377,500.00). The construction observation as Crew Days will be performed on a per day basis for the amount of two hundred eighty-seven thousand eight hundred twenty dollars (\$287,820.00), which is based on the amount bid by the Contractor for this item. The City will be invoiced for services on a monthly basis. The estimated budget breakdown is as follows:



	Construction Engineering	Contract Administration	Crew Days (Observation)	Total
Executive Hills	\$95,000	\$80,000	\$132,600	\$307,600
Centre Road	\$57,000	\$48,000	\$75,660	\$180,660
Innovation Drive	\$27,500	\$22,500	\$40,560	\$90,560
*Path/Lights/Irrigation	\$25,500	\$22,000	\$39,000	\$86,500
Total	\$205,000	\$172,500	\$287,820	\$665,320

Materials Testing Services (G2) \$130,000

FURTHER CLARIFICATIONS AND ASSUMPTIONS

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

- Materials testing services will be provided by G2 Consulting Group under a separate contract and are not included in this scope of services. The estimated amount for this service is indicated above.
- The City will be responsible for all permit fees.

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

Sincerely,

OHM ADVISORS

Timothy J. Juidici, P.E.

Principal

cc: Jason Hefner, Manager of Fleet & Roads
Alex Parent, OHM
Jerry Ashburn, OHM
File

City of Auburn Hills
2025/2026 TIFA B Road Improvements
Construction Services

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director; Adam Massingill, Fire Chief

DATE: March 3, 2025

SUBJECT: Purchase of a Multipurpose Skid Unit for Fire Department Operations

INTRODUCTION AND HISTORY

On October 21, 2024, the City Council approved the purchase of a Kubota utility vehicle for the Fire Department. The purchase is part of the Fire Department's long-term strategic plan to transition to a more practical, versatile fleet. The City's Fleet Division ordered a Kubota RTV-X1100 (like the Grounds Division in the Department of Public Works utilizes for snow removal) for Fire Department use.

The purchase will address the increased need for a smaller, versatile vehicle to address the growing number of special events in the City's downtown area. With the new vehicle mitigation barricades that have been purchased and utilized to close roads for special events, and the limited access to the Knight Amphitheater area and the Clinton River, a Kubota upfitted with a specialized platform to perform rescues and address life safety concerns is warranted. The Fire Department applied for grants to address the specialized fire and rescue platform and were unsuccessful as the grant priorities list for 2024 did not identify these units as high priorities for funding during this grant cycle.

The Fire Department has determined the CET Fire Pumps Manufacturing platform, which has a contract with Sourcewell, a cooperative purchasing consortium, is best suited to provide the skid unit. CSI Emergency Apparatus in Grayling, Michigan is the regional sales representative for CET. The department has an existing relationship with CSI having worked with them for grant purchases in the past. The department respectfully requests consideration from the TIFA Board of Directors for the funding of a multipurpose skid unit suitable for performing rescues and firefighting in the amount of \$10,670. Because Sourcewell is a cooperative purchasing consortium, these prices have already been competitively bid and an invitation to bid is not necessary under the City's Purchasing Policy. This unit will primarily be used for downtown events and activities.

STAFF RECOMMENDATION

Staff recommend approval of the purchase of a Multipurpose Skid Unit for the Auburn Hills Fire Department. Staff further recommend a budget amendment to increase appropriations in the 2025 TIF-A budget in account number 251-735-799.000 in support of this purchase.

An appropriate motion is:

Move to approve the purchase of a Multipurpose Skid Unit from CET Fire Pumps Manufacturing under Sourcewell contract no. 020124-CET at a cost not to exceed \$10,670. Furthermore, authorize a budget amendment to the 2025 TIF-A budget increasing appropriations by \$10,670.00 in support of this purchase.

CSI Emergency Apparatus, LLC
Grayling, MI 49738



Estimate

Date	Estimate #
2/10/2025	1288

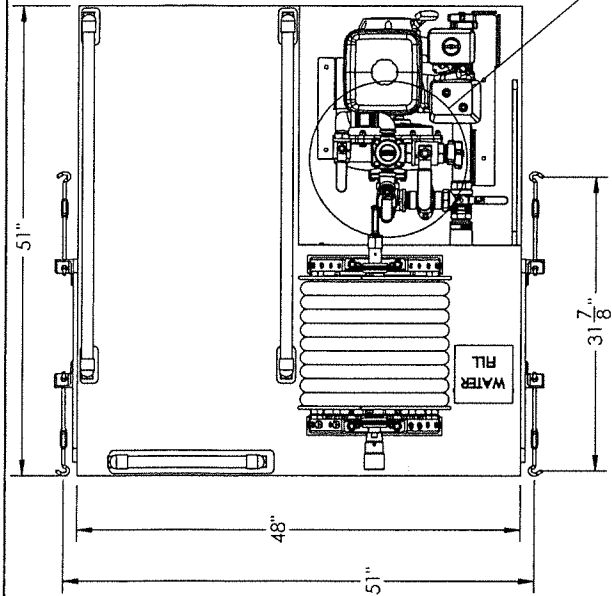
Name / Address
CITY OF AUBURN HILLS FIRE DEPT 1827 NORTH SQUIRREL ROAD AUBURN HILLS, MI 48326

Ship To
CITY OF AUBURN HILLS FIRE DEPT 1827 NORTH SQUIRREL ROAD AUBURN HILLS, MI 48326

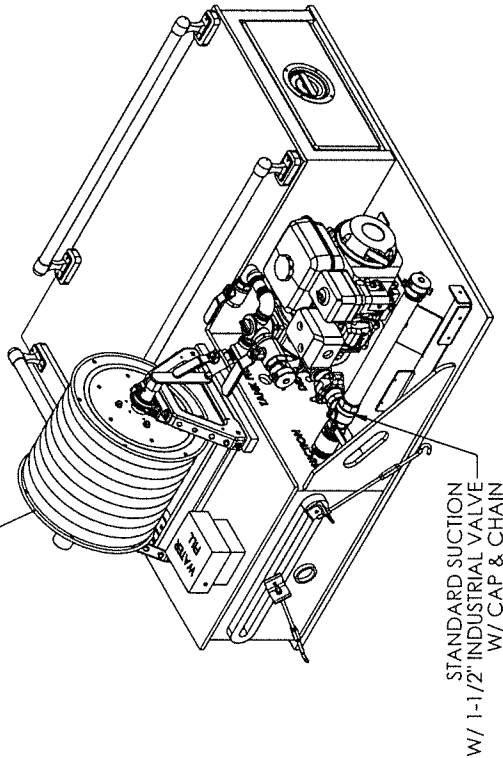
Terms	Due Date	Project
N30	3/10/2025	

Item	Item Description	Qty	Unit Price	Total Price
DIRECT	CET 50-Gallon Skeeter PAC UTV Skid Unit Per CET Drawing #: DP-8959-0701	1	10,550.00	10,550.00
SHIP	Lift Gate Service Fee Note: Can be deleted if access to a fork lift is available at time of delivery at fire station	1	120.00	120.00

Thank You for providing CSI the opportunity to submit this quote for your consideration.	Subtotal	\$10,670.00
	Sales Tax (0.0%)	\$0.00
	Total	\$10,670.00

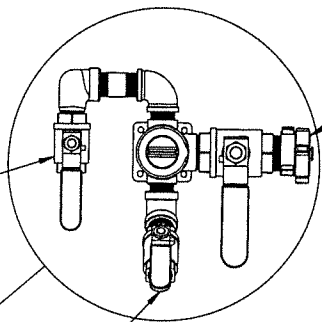


MANUAL REWIND HOSE REEL
3/4" x 50' FABRIC BOOSTER HOSE
MODEL: 1822-17-18-LT

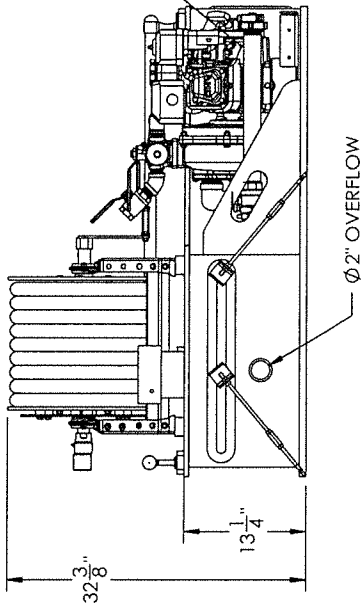


1" INDUSTRIAL VALVE
TANK FILL

STANDARD SUCTION
INDUSTRIAL VALVE
W/ 1-1/2" CAP & CHAIN




1" INDUSTRIAL VALVE
HOSE REEL



1-1/2" INDUSTRIAL VALVE
W/ CAP & CHAIN
SERVICE LINE

PEP-6hpHND-M-TW

ENCLOSE STORAGE
COMPARTMENT

	TITLE : AUBURN HILLS		U.S. GAL. F.C.		APPROXIMATE DRY WEIGHT	QUOTE #	WARNING	
	No: DP-8959-0701	50 U.S. GAL. WATER	TANK TYPE	CREATED	309 lbs	30497	THIS DOCUMENT REMAINS THE PROPERTY OF C.E.U. FIRE PUMPS MFG. ALL REPRODUCTION WITHOUT WRITTEN AGREEMENT FROM C.E.U. FIRE PUMPS MFG IS TOTALLY PROHIBITED.	
			C	BY: J.W.	APPROXIMATE WET WEIGHT	OPP #	APPROVED BY	
				DATE: 2025-01-28	740 lbs	23299	APPROVED DATE	



TO: Chairman Kneffel and Members of the TIFA Board of Directors

FROM: Brandon Skopek, Assistant City Manager, TIFA Executive Director

DATE: February 17, 2025

SUBJECT: Budget Amendment for the Development Incentive Grant Awarded to Greystone Pickleball Club

INTRODUCTION AND HISTORY

In March 2024, the TIFA Board of Directors awarded a development incentive grant in the amount of \$946,500 to Greystone Pickleball Club due to difficulties developing the site along N. Opdyke Road including unique property configuration, soil geotechnical challenges, and environmental concerns. These issues necessitated environmental remediation, special building footings and foundations, and an underground stormwater storage system. Since TIFA Board approval of the development incentive, Greystone Pickleball Club has acquired the property, received site plan approval, and has initiated construction activities. Geotechnical piers have been installed and vertical construction is expected to begin shortly.

While the TIFA Board approved this item in March 2024, funds are yet to be expended for this grant and were not budgeted for in FY2025. There is sufficient funding in the TIF-B budget for this expense; however, staff is seeking a budget amendment to properly track the grant and maintain other available funds for projects that may develop throughout the year. Therefore, staff is recommending a budget amendment to the FY2025 budget for this previously approved grant award. Attached to this memo are the March 12, 2024 TIFA Board of Directors meeting minutes and the Resolution Granting Development Incentives.

STAFF RECOMMENDATION

Staff recommends approval of a budget amendment to increase appropriations by \$946,500 within the 2025 TIF-B budget, general ledger number 252-736-967.100, for the previously awarded development incentive grant for Greystone Pickleball Club.

An appropriate motion is:

Move to authorize a budget amendment to increase appropriations by \$946,500 in the 2025 TIF-B budget for the Development Incentive Grant awarded to Greystone Pickleball Club in March 2024.



CITY OF AUBURN HILLS CITY COUNCIL AGENDA

MEETING DATE: APRIL 1, 2024

AGENDA ITEM NO _____

TAX INCREMENT FINANCE AUTHORITY

CITY OF AUBURN HILLS TAX INCREMENT FINANCE AUTHORITY MEETING

March 12, 2024

CALL TO ORDER: Chairman Kneffel called the meeting to order at 4:00 PM.

ROLL CALL:

Present:	Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz
Absent:	
Also Present:	Brandon Skopek, Assistant City Manager & TIFA Executive Director; Andrew Hagge, Assistant to the City Manager; Thomas Tanghe, City Manager; Steve Cohen, Director of Community Development; Tim Wisser, Manager of Municipal Properties; Karen Adcock, Director of Recreation & Senior Services
Guests:	Jack McInerney & Pat Chisholm of Greystone Pickleball Club, LLC

LOCATION: Council Conference Room, 1827 N. Squirrel Road, Auburn Hills, MI 48326

PERSONS WISHING TO BE HEARD

Mr. Skopek began the meeting with introductions from all of those in attendance at the Tax Increment Finance Authority meeting.

APPROVAL OF MINUTES

A. Joint TIFA & DDA Meeting Minutes – February 13, 2024

There was no discussion on the approval of the minutes.

Moved by Mr. Goodhall to approve the Joint TIFA & DDA Meeting Minutes from February 13, 2024, as presented.
Seconded by Mr. Waltenspiel

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz
No: none

B. TIFA Regular Meeting Minutes – February 13, 2024

There was no discussion on the approval of the minutes.

Moved by Mr. Goodhall to approve the TIFA Regular Meeting Minutes from February 13, 2023, as presented.
Seconded by Mr. Gudmundsen

CORRESPONDENCE & PRESENTATIONS

None.

CONSENT AGENDA

A. FY 2024 Adopted Budget and YTD Summary – February 29, 2024

Mr. Moniz pulled the Consent Agenda item regarding the FY 2024 Adopted Budget and YTD Summary. The agenda item then becomes the first agenda item under New Business.

B. Receive and File the 2023 TIFA Annual Report

Moved by Mr. Moniz to Receive and File the 2023 TIFA Annual Report.

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz

No: none

Motion carried

UNFINISHED BUSINESS

None.

NEW BUSINESS

A. FY 2024 Adopted Budget and YTD Summary – February 29, 2024

Mr. Moniz asked a question regarding the FY24 YTD Summary. Specifically, Mr. Moniz inquired about a line item that noted a “project in process.” Mr. Skopek explained that he will look further into that specific line item, but also mentioned to the Board that the “project in process” most likely refers to the kitchen renovation project that has taken place in the Auburn Hills Community Center.

Moved by Mr. Moniz to approve the FY 2024 Adopted Budget and YTD Summary – February 29, 2024

Seconded by Mr. Waltenspiel

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz

No: None

Motion Carried

B. Request to Approve Development Incentive Grant to Greystone Pickleball Club, LLC

Mr. Skopek presented the agenda item related to the development incentive grant to Greystone Pickleball Club, LLC. Mr. Skopek explained that the Greystone Pickleball Club represents both an opportunity for a new development to come onto the City’s tax rolls as well as additional recreational chances for our residents. Mr. Skopek explained the several reasons for the development incentive grant, which include the parcel’s configuration making it difficult to develop, the quality and type of soils on the property, which require far more expensive footings and foundations, and the need for parking will cause the stormwater detention to be built underground instead of surface detention.

The Board inquired about the timing of the grant payments to Greystone Pickleball Club, LLC. The Board cited a potential concern that the City would award a grant before the construction has taken place. Mr. Skopek and Mr. Tanghe explained that the total grant amount would be broken out into three separate payments, which would be triggered by the progress of the construction.

Additionally, representatives of Greystone Pickleball Club, LLC, Jack McInerney and Pat Chisholm, presented the designs of the development to the Board as well as their intentions for the use of the development, which is not limited solely to the play of pickleball.

Moved by Dr. Fletcher to adopt the attached resolution providing a grant to Greystone Pickleball Club, LLC in the amount of \$946,500 and paid in accordance with the provisions contained therein; and authorize the Chairman and Executive Director to sign the Resolution on behalf of the Board. As this is an incentive grant for the recruitment of the business, any

funds not used specifically for the work contained in the March 4, 2024 memo from Kemp Building & Development Company may be applied by Greystone Pickleball Club, LLC toward the overall project. The incentive, and any release of it, shall be subject to Greystone Pickleball Club and the City agreeing upon a discount program for the residents of the city under similar terms and conditions that have already been discussed. Furthermore, authorize the Finance Department to make the necessary budget amendments to the 2024 TIF-B budget in support of this development incentive grant.

Seconded by Mr. Goodhall

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz
No: None

Motion Carried

C. Replacement of Playground Equipment at River Woods Park

Ms. Adcock presented to the Board the agenda item the replacement of playground equipment at River Woods Park. Ms. Adcock explained that the current playground equipment at River Woods Park was installed in 2002 and has begun to deteriorate. Additionally, city staff has determined that repairs of the current equipment is no longer worthwhile, and new playground equipment should be purchased. A staff committee was assembled to review the qualified suppliers of new equipment. Ultimately, the committee decided that a custom playground by Playworld Systems was the best fit and value for River Woods Park.

Moved by Mr. Moniz to approve the purchase of all equipment and services needed to replace the River Woods Park playground and Midstates Recreation in an amount not to exceed \$290,474.65, as specified in the attached exhibits.
Seconded by Mr. Gudmundsen

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz
No: None

Motion Carried

EXECUTIVE DIRECTOR REPORT

Mr. Hagge provided an update on the use and costs of the Splash Pad, located within Riverside Park. The Board had requested that city staff investigate alternative uses of the splash pad water to reduce the costs associated with operating the splash pad. Regarding the idea of creating a well designated for the Splash Pad, Mr. Hagge reported that a well will not be allowed because of the proximity of Riverside Park and Splash Pad to contamination sites along Auburn Road. Additionally, Mr. Hagge reported that through the efforts of the Department of Public Works, the costs associated with the Splash Pad have dropped dramatically. In 2019, the approximate cost of the Splash Pad was \$43,000, and in 2023 the approximate cost of operating the Splash Pad was \$15,000.

BOARD MEMBER COMMENTS

None.

ANNOUNCEMENT OF NEXT MEETING

The next regularly scheduled TIFA Board of Directors meeting is scheduled for Tuesday, April 9, 2024 at 4:00 p.m. in the Administrative Conference Room in City Hall at, 1827 N. Squirrel Road, Auburn Hills, Michigan 48326.

ADJOURNMENT

Moved by Mr. Waltenspiel to adjourn the TIFA Board meeting.
Seconded by Mr. Moniz

Yes: Kneffel, Goodhall, Gudmundsen, Eldredge, Fletcher, Waltenspiel, Moniz
No: None

Motion Carried

The TIFA Board of Directors meeting adjourned at 5:23 p.m.

Steve Goodhall
Secretary of the Board

Andrew Hagge
Assistant to the City Manager



RESOLUTION GRANTING DEVELOPMENT INCENTIVES

- WHEREAS,** Greystone Pickleball Club Auburn Hills is being proposed at a site located in TIF District B and contains parcel identification numbers 14-23-352-009, 002, and 003, and
- WHEREAS,** the City and TIFA are aware of the historical difficulties developing this site that include but are not limited to unique property configuration, soil geotechnical challenges, and environmental concerns, and
- WHEREAS,** such conditions have hastened the land from being developed and becoming a tax generating property that contributes to the economic vitality of the City, and
- WHEREAS,** environmental remediation, soil conditions requiring special footings and foundations, and the necessitation of underground stormwater storage to accommodate needed parking, are all extraordinary costs that cause the development to be cost prohibitive, and represent an additional unplanned estimated expense of \$946,500 as reported by the developer and attached hereto, and
- WHEREAS,** the developers' expected \$13 million investment is roughly estimated to generate \$72,000 in annual city taxes based on a \$6 million taxable value, with the TIFA capturing approximately \$36,000 in city taxes in addition to those captured by the TIFA from other taxing jurisdictions. By comparison, the current taxable value of the property is \$489,980, and
- WHEREAS,** the new annual revenue generated once the project is completed and fully on the tax rolls is up from the less than \$6,000 in city taxes it currently generates and combines with placing a challenged property into productive use and adding a new recreational amenity to the city, and
- WHEREAS,** the Tax Increment Finance Authority desires to assist the development by contributing to the costs associated with these conditions in the form of a grant.

THEREFORE, BE IT RESOLVED, that the Auburn Hills Tax Increment Finance Authority authorizes a grant to Greystone Pickleball Club, LLC (dba Greystone Pickleball Club Auburn Hills), in the amount of \$946,500 to assist in resolving numerous site challenges that have been discovered through the site plan preparation process. Such grant requires no repayment.

BE IT FURTHER RESOLVED that the grant shall be released in three separate payments, the first of which shall be \$400,000 upon the beginning of construction as the building goes vertical, the second in the amount of \$300,000 when the building is fully enclosed and secured, and the third and final in the amount of \$246,500 within sixty days following the issuance of the final certificate of occupancy.

This resolution is adopted on this, the 12th day of March, 2024.

AUTHORIZED SIGNATURES:

By: 
Michael Kneffel

Its: Chairman of the Board

By: 
Brandon Skopek

Its: Executive Director