



HOWELL CITY COUNCIL MEETING AGENDA
 City Council Chambers, Lower Level – 7:00 P.M.
 611 E. Grand River, Howell, MI 48843



Visit the City of Howell website at www.CityofHowell.org
 or download the My Howell MI app

Monday, July 8, 2024

**COUNCIL -
 MANAGER
 GOVERNMENT**

Council Members
 and other officials
 normally in
 attendance:

1. Robert Ellis
Mayor
2. Jacob Schlittler
Mayor Pro Tem
3. Jan Lobur
Council Member
4. Luke Wilson
Council Member
5. Nikolas Hertrich
Council Member
6. Alex Clos
Council Member
7. Erin Britten
Council Member

Ervin J. Suida
City Manager

Michael Dunn
Police Chief

Dennis L. Perkins
City Attorney

Deanna Robson
City Clerk

1. Call to Order
2. Pledge of Allegiance (all stand)
3. Approval of Consent Agenda:
 - A. Regular Meeting Minutes, June 24, 2024
 - B. Bills
4. Call to the Public – Items not on the Agenda
5. Reports by Council Members Serving on Boards & Commissions
6. Discussion/Adoption – Ordinance No. 964, Ordinance Codification
7. Discussion/Adoption – Ordinance No.965, Purchasing Policy
8. Discussion/Adoption – Resolution No. 2024-16, Notice of Intent Resolution, Capital Improvement Bonds for Parking Project
9. Discussion/Approval – PACE Special Assessment Agreement, 645 West Grand River
10. Discussion/Approval – Civic Event: Race for Recovery, August 10, 2024
11. City Manager’s Report
12. Unfinished Business
13. New Business
14. Closed Session: City Manager’s Review
15. Adjournment

*Visitors are cordially invited to attend all meetings of the Council.
 If you wish to address the Council, you will be recognized by the Mayor.
 Please refer to the printed guidelines on the back of the agenda.*

Public Comment Guidelines

Members of the public are permitted to address a meeting of Council upon recognition by the Mayor. Each person shall begin by stating their name and address and shall be permitted to speak once on each agenda item for three (3) minutes. Agenda item 4 allows for Citizens' Comments on any non-agenda item. Where the Agenda provides Public Hearing comment, each person addressing the Council shall be limited to five (5) minutes regarding the specific agenda Public Hearing item. The Mayor may allow additional time at his/her discretion.

All remarks shall be addressed to the Council as a body, and not to any member. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked to the Council Members, except through the Mayor. Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the Council, may be requested to leave the lectern.

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Clerk, and copies will be distributed to Council Members.

Regular Meeting of the Howell City Council
Monday, June 24, 2024
Howell City Council Chambers – Lower Level
611 E. Grand River Avenue
Howell, Michigan 48843

1. Call to Order

The regular meeting of the Howell City Council was called to order by Mayor Robert Ellis at 7:00 p.m.

Council Members Participating: Jan Lobur, Luke Wilson, Nikolas Hertrich, Alex Clos, Erin Britten, Mayor Pro Tem Jacob Schlittler and Mayor Robert Ellis.

Also Present: City Manager Ervin Suida, City Attorney Dennis Perkins, City Clerk Deanna Robson and Police Chief Michael Dunn.

Others in Attendance: DPS Deputy Director Mike Spittler, Finance Director Alyssa Miller, Michael & Gayle Down, Teresa & Mike Panczyk, Ken Schmenk, Lorena Ermacora, Lawrence Pumford, Tom Richardson, Steve, Heather & Gavyn Williams, Susie Hill, Susan Gardner, Dom Restuccia, Anne King-Hudson and Dan Brockway.

2. Pledge of Allegiance

Mayor Ellis noted that agenda items #6 and #13 would be removed from the agenda and considered at a later meeting.

3. APPROVED – Consent Agenda

MOTION by Wilson, SECOND by Clos, “To approve the Consent Agenda as amended.” Member Lobur requested a correction to the June 10, 2024 minutes under item #11 to read: “Member Lobur commended City Manager Suida for his negotiations with the State of Michigan regarding the purchase of the property”. **MOTION CARRIED (7-0).**

4. Call to the Public

Mayor Ellis provided some information regarding marijuana petitions received by the City, noting that some were signed by people who do not reside in the community; and Council has no authority to make modifications to the proposal if the petitions meet the legal requirements for placement on the November ballot.

Lorena Ermacora, 1807 Oak Squire Lane, voiced opposition to the marijuana petition; cited cities who have sued to overturn similar charter amendments; expressed concern for local children and families; and urged Council to oppose the proposal and keep the City beautiful and safe.

Mike Panczyk, 9484 Wendover Court, Brighton, recommended that Council not create a preemptive ordinance to the petitions; stated that citizens recognize that the petition initiative is bad for their community; and noted that the proposal language is designed to give the petitioner the advantage.

Ken Schmenk, 508 High Creek Court, Brighton, read facts and information from the cannabis regulatory agency and other organizations regarding revenues from cannabis industry as well as advertised benefits versus actual outcomes.

Mike Down, 303 North State Street, noted that many dispensaries will deliver to homes and there is no advantage to having one in the City.

Susan Gardner, 205 Madison, Brighton, stated that Council is the gatekeeper of the community and should provide information to educate others in the community. She noted that if the proposal is voted in, the industry will not stop at two; and 90% of the state has still opted out. She encouraged Council to consider what they want the City want to look like and be known for.

Lawrence Pumford, 1807 Oak Squire Lane, asserted that Council members are the emissaries for the City. He noted that Downtown Howell was recently voted the #1 Best Main Street as part of the USA TODAY 10 Best Readers' Choice contest, adding that marijuana does not fit the City's unique downtown. He stated that Open Stores Michigan has spent money to make money, adding that normalizing drugs will lead to more drug use.

Gayle Down, 303 State Street, voiced her concern that the way the City projects itself, as well as a destination for the City, could dramatically change if the proposal passed.

Dan Brockway, 386 Lucy, expressed that Michigan residents voted for legalization of marijuana, adding that alcohol issues require more police response.

Heather Williams, 5118 Hinchey, Howell, introduced herself and provided information for her campaign for the County Board of Commissioners.

Anne King-Hudson, 11026 Kurtiss, Brighton, stated that bringing in access to substances in the community would bring greater challenges. She noted the mental health crisis with children and teenagers, adding that marihuana could cause significant damage.

Teresa Panczyk, 9484 Wendover Court, Brighton, noted that her friends and relatives who voted for marijuana legalization now regret supporting it.

5. Reports by Council Members Serving on Boards & Commissions

Member Hertrich reported on the June 18th HAPRA meeting: two informational sessions on the millage have been completed, and mailers will be sent; Melon Festival volunteer sign up is available; summer camp is going well; there is an open preschool position; a tour of the Parade Company is planned; fall soccer signups are planned; Pickleball & Pints and corn hole initiatives were successful; proclamations were received recognizing recreation month; upcoming events will be announced on WHMI; Marion and Oceola townships are working on their master plans; and HAPRA is working on hybrid plan for their employees.

Member Clos noted that Rec on the Go at Cleary University was a great event.

Member Lobur reported on the June 19th Planning Commission meeting: approved Phase II Town Commons PUD; and discussed and edited bylaws.

Mayor Ellis reported on the June 11th Library Board meeting: architects presented a proposal for the ramp and steps replacement; FY24-25 budget approved; 4-5% employee wage increase approved; downtown story walk starting on the 19th; approved contract with fast forward libraries; and revisions to director's appraisal form discussed.

Mayor Ellis reported on the June 19th Fire Authority meeting: budget amendments were approved; board officers were reelected; and plans for an expansion in Oceola Township were reviewed.

6. **REMOVED FROM AGENDA – Ordinance No. 963, To Amend Chapter 1450, Fees for Permits, Certificates, and Inspections**
7. **INTRODUCED – Ordinance No. 964, Ordinance Codification**
Member Clos introduced Ordinance No. 964, Ordinance Codification.
8. **INTRODUCED – Ordinance No. 965, Purchasing Policy**
Member Britten introduced Ordinance No. 965, an ordinance to amend the Purchasing Policy. Mayor Ellis noted that the ordinance sets limits for departmental purchasing authority.
9. **ADOPTED – Resolution No. 2024-15, Credit Card Policy**
MOTION by Lobur, **SECOND** by Schlittler, “To adopt Resolution No. 2024-15, Credit Card Policy.” Member Wilson confirmed the addition of department heads for credit card usage and inquired about increases in credit card limits. **MOTION CARRIED (7-0).**
10. **ADOPTED – Resolution No. 2024-14, Board, Authority and Commission Appointment Process**
MOTION by Hertrich, **SECOND** by Schlittler, “To adopt Resolution No. 2024-14, establishing the City of Howell Board, Authority and Commission Appointment Process.” Member Lobur inquired if language should be included stating that City Council appointments shall continue for duration of their terms and City Attorney Perkins responded that the information was not part of this specific document and was included in other corresponding documentation. **MOTION CARRIED (7-0).**
11. **APPROVED – Michigan Traffic Control Order No. 301**
MOTION by Clos, **SECOND** by Lobur, “To approve Traffic Control Order 301 establishing No Parking Here to End on N. Court St. from just south of the driveway at 308 N. Court Street.” Mayor Ellis noted that the action was taken in response to a concern voiced by Mr. Hair at the June 10, 2024 Council meeting. Member Hertrich thanked Police Chief Dunn for his responsiveness. **MOTION CARRIED (7-0).**
12. **APPROVED – HydroCorp Cross Connection Control Program**
MOTION by Wilson, **SECOND** by Britten, “To approve the HydroCorp two-year commercial extension proposal for an amount not to exceed \$8,220 per year.” Mayor Ellis stated that the proposal was for cross connections between water and sewer. Member Lobur noted that the item was budgeted. Member Hertrich inquired if the program was ongoing and City Manager Suida confirmed. **MOTION CARRIED (7-0).**

MOTION by Wilson, SECOND by Britten, “To approve the HydroCorp two-year residential proposal for an amount not to exceed \$36,600 per year.” MOTION CARRIED (7-0).

13. REMOVED FROM AGENDA – Cemetery Garage Roof Replacement, Ferguson Roofing, \$46,000

14. APPROVED – Equipter 3300 – Self-Propelled Dump Trailer

MOTION by Schlittler, SECOND by Wilson, “To approve the purchase of an Equipter 3300 self-propelled dump trailer, from Equipter, LLC of Leola, PA for an amount not to exceed \$26,850.00.” MOTION CARRIED (7-0).

15. APPROVED – WRRF (Water Resource Recovery Facility) MAHL (Maximum Allowable Headworks Loading) Study

MOTION by Wilson, SECOND by Britten, “To approve HRC to complete the MAHL study for an amount not to exceed \$31,400.” City Manager Suida stated that the study determines the maximum waste that the water plant can process. Member Lobur noted that the item was budgeted. **MOTION CARRIED (7-0).**

16. APPROVED – High School Lift Station Pump Replacement

MOTION by Schlittler, SECOND by Hertrich, “To approve the purchase of a new base and guide rail for the Homa pump at the High School Lift Station for the cost of \$13,332.84.” Member Hertrich inquired about the pump base and DPS Deputy Director Spitler responded and provided information regarding different styles of pumps. Member Wilson asked if the City had an auxiliary pump for the interim and DPS Deputy Director Spitler confirmed. Discussion followed regarding the cause of the pump failure, with DPS Deputy Director Spitler noted that the system is designed with many fail safes. **MOTION CARRIED (7-0).**

17. City Manager’s Report

- The Scofield Park bathroom supplier ran into supply chain issues with the doors, and therefore, the City may receive the smaller bathroom earlier than large bathroom and concession.
- A Depot Lot informational meeting scheduled for June 25th.
- A mini–Citizens Academy was held on June 12th. Turnout was very low and staff is developing alternate plans to reach out to and educate citizens.
- Staff met with the owner of the property at the corner of southwest Sibley, and he has made a commitment to address the failure on the façade.
- Staff is reviewing the data from the rate study and will bring recommendations to Council.

18. Unfinished Business

Member Lobur stated that the City had completed a tour with SEMCOG in preparation for the SEMCOG Member Meetup in Downtown Howell scheduled for July 10th.

19. New Business

Member Lobur inquired about goose population management at Scofield Park and City Manager Suida responded that the Department of Natural Resources put the program on hold three years ago due to the bird flu, and therefore the City has deployed other measures to attempt to deter the geese.

Susie Hill, 822 Spring, asked about advertisement for the recent mini Citizens Academy,

electronic signage, the old post office building and the fireworks ordinance.

20. Adjournment

MOTION by Wilson, SECOND by Schlittler, “To adjourn the regular meeting of the City Council at 8:01 p.m.” MOTION CARRIED (7-0).

Robert Ellis, Mayor

Deanna Robson, City Clerk

**CITY OF HOWELL
WARRANT COVER
July 8, 2024**

<u>NAME</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Accounts Payable	\$ 565,545.41	
	Less DDA \$ (3,963.31)	
TOTAL	<u>\$ 561,582.10</u>	
 Payroll Pay Date : July 3, 2024	 \$ 272,585.57	 6/16/24-6/29/24

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 06/26/2024 - 06/26/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 000 GENERAL							
101-000-081.000	06/26/2024	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE - POST 65 MEDICARE R	JULY 2024		648.74	105184
101-000-081.000	06/26/2024	MUTUAL OF OMAHA	LIFE/STD/LTD INSURANCE - JULY 2024	JULY 2024		810.36	877
101-000-081.000	06/26/2024	VSP INSURANCE CO. (CT)	VISION INSURANCE - RETIREE - JULY 202	JULY 2024		9.78	878
101-000-083.001	06/26/2024	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE - POST 65 MEDICARE R	JULY 2024		1,897.57	105184
101-000-083.001	06/26/2024	VSP INSURANCE CO. (CT)	VISION INSURANCE - ACTIVE - JULY 2024	JULY 2024		9.78	878
101-000-083.001	06/26/2024	VSP INSURANCE CO. (CT)	VISION INSURANCE - RETIREE - JULY 202	JULY 2024		329.45	878
101-000-123.000	06/26/2024	BLUE CROSS BLUE SHIELD OF	HEALTH INSURANCE - POST 65 MEDICARE R	JULY 2024		7,509.16	105184
101-000-123.000	06/26/2024	MUTUAL OF OMAHA	LIFE/STD/LTD INSURANCE - JULY 2024	JULY 2024		3,538.83	877
101-000-123.000	06/26/2024	VSP INSURANCE CO. (CT)	VISION INSURANCE - ACTIVE - JULY 2024	JULY 2024		1,012.36	878
101-000-231.009	06/26/2024	MERS	MERS - JUNE 2024	JUNE 2024		27,146.58	876
101-000-231.014	06/26/2024	MUTUAL OF OMAHA	LIFE/STD/LTD INSURANCE - JULY 2024	JULY 2024		1,409.55	877
Total Department 000 GENERAL						44,322.16	
Department: 191 FINANCE							
101-191-730.000	06/26/2024	ECONO PRINT INC	SUMMER 2024 TAX BILLS	71868		836.13	105186
101-191-900.000	06/26/2024	ECONO PRINT INC	SUMMER 2024 TAX BILLS	71868		397.62	105186
Total Department 191 FINANCE						1,233.75	
Department: 261 GENERAL SERVICE ADMINISTRATION							
101-261-714.005	06/26/2024	MERS	MERS - JUNE 2024	JUNE 2024		98,313.40	876
101-261-714.005	06/26/2024	MERS	MERS - JUNE 2024	JUNE 2024		1,068.61	876
Total Department 261 GENERAL SERVICE ADMINISTRATION						99,382.01	
Total Fund 101 GENERAL FUND						144,937.92	
Fund: 230 LUCY ROAD PARK RECOVERY FUND							
Department: 261 GENERAL SERVICE ADMINISTRATION							
230-261-801.004	06/26/2024	GHD SERVICES INC.	LUCY LANDFILL MONITORING AND SAMPLING	340-0109202		807.40	105187
230-261-801.004	06/26/2024	GHD SERVICES INC.	LUCY LANDFILL MONITORING AND SAMPLING	340-0105687		480.70	105187
230-261-801.004	06/26/2024	GHD SERVICES INC.	LUCY LANDFILL MONITORING AND SAMPLING	340-0102110		2,639.60	105187
Total Department 261 GENERAL SERVICE ADMINISTRATION						3,927.70	
Total Fund 230 LUCY ROAD PARK RECOVERY FUND						3,927.70	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND							
Department: 728 ECONOMIC DEVELOPMENT ACTIVITY							
248-728-714.002	06/26/2024	MUTUAL OF OMAHA	LIFE/STD/LTD INSURANCE - JULY 2024	JULY 2024		59.44	877
Total Department 728 ECONOMIC DEVELOPMENT ACTIVITY						59.44	
Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						59.44	
Fund: 590 SEWER FUND							
Department: 536 WATER OR SEWER SYSTEMS							
590-536-920.004	06/26/2024	DTE ENERGY	ELECTRICITY - 1158 LAKESIDE - 5/15-6/	4430906132024		52.00	105185
Total Department 536 WATER OR SEWER SYSTEMS						52.00	
Total Fund 590 SEWER FUND						52.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 06/26/2024 - 06/26/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number	
--- TOTALS BY GL DISTRIBUTION ---								
	101-000-081.000		DF OTHER GOVERNMENT UNITS			1,468.88		
	101-000-083.001		DF FORMER EMPLOYEE/HLTH INS			2,236.80		
	101-000-123.000		PREPAID EXPENSES			12,060.35		
	101-000-231.009		EMPLOYEE SHARE / MERS			27,146.58		
	101-000-231.014		OPTIONAL EE BENEFITS			1,409.55		
	101-191-730.000		POSTAGE			836.13		
	101-191-900.000		PRINTING & PUBLISHING			397.62		
	101-261-714.005		MERS / EMPLOYER SHARE			99,382.01		
	230-261-801.004		ENGINEERING SERVICES			3,927.70		
	248-728-714.002		EMP DISABILITY / LIFE INSURANCE			59.44		
	590-536-920.004		UTILITIES - PUMP STATION			52.00		
--- TOTALS BY FUND ---								
	101		GENERAL FUND			144,937.92		
	230		LUCY ROAD PARK RECOVERY FUND			3,927.70		
	248		DOWNTOWN DEVELOPMENT AUTHORITY FUND			59.44		
	590		SEWER FUND			52.00		
	Total For All Funds:						<u>148,977.06</u>	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 06/27/2024 - 06/27/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 262 ELECTIONS							
101-262-730.000	06/27/2024	HOWELL POSTMASTER	PERMIT #1 DEPOSIT TO COVER MASS MAILI	06262024		764.94	105188
Total Department 262 ELECTIONS						<u>764.94</u>	
Total Fund 101 GENERAL FUND						<u>764.94</u>	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 06/27/2024 - 06/27/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---							
		101-262-730.000	POSTAGE			764.94	
--- TOTALS BY FUND ---							
		101	GENERAL FUND			764.94	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 07/09/2024 - 07/09/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 000 GENERAL							
101-000-202.000	07/09/2024	KAMINSKI, RICHARD	REFUND U.C. FOR 'KAMINSKI, RICHARD'	07092024	07/09/2024	6.11	None
101-000-283.000	06/30/2024	CARLISLE/WORTMAN ASSOCIATE	BARK TOWN	2174060		292.50	None
101-000-283.000	07/09/2024	GETTY UP BBQ	CDE24-00007 - 921 HADDEN	PLSC24-0002	07/09/2024	630.00	None
Total Department 000 GENERAL						928.61	
Department: 172 CITY MANAGER							
101-172-727.000	06/30/2024	FIRST IMPRESSION PRINT & M	BUSINESS CARDS - K. LOCKHART	85233		59.76	None
101-172-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,818.73	None
101-172-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		750.00	None
Total Department 172 CITY MANAGER						3,628.49	
Department: 191 FINANCE							
101-191-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		4,697.88	None
101-191-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		1,250.00	None
101-191-980.005	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		460.00	None
Total Department 191 FINANCE						6,407.88	
Department: 215 CLERK							
101-215-930.010	06/30/2024	SHRED EXPERTS LLC	MONTHLY RECORDS MAINTENANCE	148117		90.00	None
101-215-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,818.73	None
101-215-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		750.00	None
Total Department 215 CLERK						3,658.73	
Department: 228 INFORMATION TECHNOLOGY							
101-228-822.001	06/30/2024	GRACON SERVICES INC	LAN CARE HOURS	15849		1,600.00	None
101-228-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,818.73	None
101-228-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		750.00	None
Total Department 228 INFORMATION TECHNOLOGY						5,168.73	
Department: 262 ELECTIONS							
101-262-727.000	06/30/2024	PRINTING SYSTEMS INC	ELECTION OFFICE SUPPLIES	234206		213.40	None
101-262-727.000	06/30/2024	PRINTING SYSTEMS INC	ELECTION OFFICE SUPPLIES	234056		510.77	None
Total Department 262 ELECTIONS						724.17	
Department: 265 CITY HALL							
101-265-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612021		72.00	None
101-265-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612025		313.28	None
101-265-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612020		92.52	None
101-265-775.001	06/30/2024	TRI-COUNTY SUPPLY INC	JANITORIAL SUPPLIES - CITY HALL	0000033517		120.11	None
101-265-804.005	06/30/2024	CINTAS	FLOOR MATS	4187666836		54.54	None
101-265-804.005	06/30/2024	CINTAS	FLOOR MATS	4184782770		54.54	None
101-265-804.005	06/30/2024	CINTAS	FLOOR MATS	4196172482		50.39	None
101-265-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 611 E. GRAND RIVER AVE	111406172024		679.90	None
101-265-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 611 E. GRAND RIVER - 5/	269106172024		16.80	None
101-265-931.000	06/30/2024	BEST PEST CONTROL SERVICES	PEST CONTROL - 6/19/2024	19955		300.00	None
101-265-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		4,697.88	None
101-265-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		1,250.00	None
Total Department 265 CITY HALL						7,701.96	
Department: 266 CITY ATTORNEY/OUTSIDE COUNSEL							
101-266-826.000	06/30/2024	MILLER CANFIELD PADDOCK &	ATTORNEY FEES #042007/00042	1654085		155.00	None
101-266-826.007	07/09/2024	AMERICAN LEGAL PUBLISHING	ANNUAL ORDINANCE CODIFICATION	34620		550.00	None

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 07/09/2024 - 07/09/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 266 CITY ATTORNEY/OUTSIDE COUNSEL							
101-266-826.007	07/09/2024	AMERICAN LEGAL PUBLISHING	ANNUAL ORDINANCE CODIFICATION	34661		330.11	None
Total Department 266 CITY ATTORNEY/OUTSIDE COUNSEL						1,035.11	
Department: 270 PERSONNEL							
101-270-835.000	06/30/2024	OUCH HOWELL	DRUG SCREEN - K. BUTTS	1150		30.00	None
101-270-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,818.69	None
101-270-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		750.00	None
Total Department 270 PERSONNEL						3,598.69	
Department: 301 POLICE DEPARTMENT							
101-301-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6001910049		17.11	None
101-301-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612024		319.03	None
101-301-727.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612022		132.65	None
101-301-740.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612026		710.12	None
101-301-740.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6001910052		66.38	None
101-301-740.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6001910050		159.99	None
101-301-740.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6001910056		104.24	None
101-301-740.000	06/30/2024	STAPLES	OFFICE SUPPLIES	6003612023		19.16	None
101-301-740.000	06/30/2024	STATE OF MICHIGAN	DRY GAS FOR PBT'S	551-638990		140.00	None
101-301-741.000	06/30/2024	HURON VALLEY GUNS	UNIFORM - DUNN	209220		60.98	None
101-301-741.000	06/30/2024	PRO-TECH SALES	UNIFORM SHIRTS - KOBEL	INV3642		472.00	None
101-301-881.000	06/30/2024	FIRST IMPRESSION PRINT & M	COMMUNITY PROMOTION ITEMS	85331		1,875.00	None
101-301-900.000	06/30/2024	FIRST IMPRESSION PRINT & M	BUSINESS CARDS - MAAS	85283		71.96	None
101-301-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		13,154.05	None
101-301-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		3,500.00	None
Total Department 301 POLICE DEPARTMENT						20,802.67	
Department: 371 BUILDING DEPARTMENT							
101-371-727.000	06/30/2024	FIRST IMPRESSION PRINT & M	APPROVED/NOT APPROVED STICKERS	85234		307.08	None
Total Department 371 BUILDING DEPARTMENT						307.08	
Department: 441 PUBLIC SERVICE DEPARTMENT							
101-441-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		11,274.90	None
101-441-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		3,000.00	None
Total Department 441 PUBLIC SERVICE DEPARTMENT						14,274.90	
Department: 450 PARKING LOT MAINTENANCE							
101-450-740.018	06/30/2024	MICHIGAN CUSTOMER CHARGES	SUPPLIES	0424183911_24635637		4.74	None
101-450-740.018	06/30/2024	OFFICE DEPOT	OFFICE SUPPLIES - BEAUTIFICATION	368799529001		20.38	None
Total Department 450 PARKING LOT MAINTENANCE						25.12	
Department: 567 CEMETERY							
101-567-775.000	06/30/2024	HUTSON, INC.	SUPPLIES	10473984		219.99	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117820		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117819		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117818		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117817		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117816		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117815		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117814		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117813		195.00	None

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BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 101 GENERAL FUND							
Department: 567 CEMETERY							
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117812		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117811		195.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117809		95.00	None
101-567-804.028	06/30/2024	INCH MEMORIALS	NICHE ENGRAVING	117810		195.00	None
101-567-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 803 ROOSEVELT - 5/17-6/	876906182024		19.19	None
101-567-930.009	06/30/2024	HUTSON, INC.	REPAIR & MAINTENANCE OF EQUIPMENT	10480792		15.00	None
101-567-930.009	06/30/2024	HUTSON, INC.	REPAIR & MAINTENANCE OF EQUIPMENT	10490969		42.99	None
101-567-931.000	06/30/2024	BYRUM ACE HARDWARE	SUPPLIES	189951		12.99	None
101-567-931.002	06/30/2024	BYRUM ACE HARDWARE	GRAVE MAINTENANCE	189184		21.99	None
101-567-931.002	06/30/2024	BYRUM ACE HARDWARE	GRAVE MAINTENANCE	189189		29.99	None
101-567-931.002	06/30/2024	BYRUM ACE HARDWARE	GRAVE MAINTENANCE	189359		38.90	None
101-567-931.002	06/30/2024	SITEONE LANDSCAPE SUPPLY	CEMETERY GRAVE MAINTENANCE	142991292-001		309.66	None
101-567-931.002	06/30/2024	SITEONE LANDSCAPE SUPPLY	CEMETERY GRAVE MAINTENANCE	143018292-001		211.16	None
101-567-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		4,697.88	None
101-567-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		1,250.00	None
Total Department 567 CEMETERY						9,109.74	
Department: 703 COMMUNITY ACTION PROMOTION							
101-703-881.001	06/30/2024	HOWELL BEAUTIFICATION	SUPPLIES	05162024		760.85	None
Total Department 703 COMMUNITY ACTION PROMOTION						760.85	
Department: 722 COMMUNITY DEVELOPMENT							
101-722-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,818.73	None
101-722-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		750.00	None
101-722-980.005	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		460.00	None
Total Department 722 COMMUNITY DEVELOPMENT						4,028.73	
Department: 751 RECREATION/PARKS							
101-751-775.000	06/30/2024	GLOBAL EQUIPMENT COMPANY,	CITY BATHROOM SUPPLIES	24942443		178.29	None
101-751-775.006	06/30/2024	GLOBAL EQUIPMENT COMPANY,	CITY BATHROOM SUPPLIES	24942443		259.08	None
101-751-804.000	06/30/2024	BRIGHTON ANALYTICAL L.L.C.	ECOLI WATER TESTING	0624-136672		40.00	None
101-751-930.000	06/30/2024	OFFICE DEPOT	OFFICE SUPPLIES - BEAUTIFICATION	368799529001		177.63	None
Total Department 751 RECREATION/PARKS						655.00	
Total Fund 101 GENERAL FUND						82,816.46	
Fund: 202 MAJOR STREET FUND							
Department: 474 TRAFFIC SIGNS							
202-474-775.000	06/30/2024	TRAFFIX DEVICES, INC	TRAFFIC CONE SUPPLIES	4057132		1,212.41	None
Total Department 474 TRAFFIC SIGNS						1,212.41	
Department: 482 ADMINISTRATION							
202-482-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		9,395.75	None
202-482-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,500.00	None
Total Department 482 ADMINISTRATION						11,895.75	
Total Fund 202 MAJOR STREET FUND						13,108.16	
Fund: 203 LOCAL STREET FUND							
Department: 474 TRAFFIC SIGNS							
203-474-775.000	06/30/2024	TRAFFIX DEVICES, INC	TRAFFIC CONE SUPPLIES	4057132		1,212.41	None
Total Department 474 TRAFFIC SIGNS						1,212.41	

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GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 203 LOCAL STREET FUND							
Department: 482 ADMINISTRATION							
203-482-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		9,395.75	None
203-482-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		2,500.00	None
Total Department 482 ADMINISTRATION						11,895.75	
Total Fund 203 LOCAL STREET FUND						13,108.16	
Fund: 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND							
Department: 728 ECONOMIC DEVELOPMENT ACTIVITY							
248-728-804.001	06/30/2024	T & M CLEANING SERVICE	JANITORIAL SERVICES - MAY 2024	0014381		90.00	None
248-728-900.000	06/30/2024	APPLIED INNOVATION	COPIER CONTRACT - 3/8/24-6/7/24	2534346		239.39	None
248-728-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 118 W. CLINTON - 5/17-6	400006172024		16.00	None
248-728-959.003	07/09/2024	CITY OF HOWELL	SUMMER 2024 PROPERTY TAX - DDA BUILDI	4717-36-102-068		3,208.48	None
248-728-980.005	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		350.00	None
Total Department 728 ECONOMIC DEVELOPMENT ACTIVITY						3,903.87	
Total Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY FUND						3,903.87	
Fund: 409 2023 CITY HALL CONSTRUCTION FUND							
Department: 265 CITY HALL							
409-265-967.000	06/30/2024	DREAMSEATS, LLC	CONFERENCE ROOM TABLE	30236		3,699.00	None
409-265-967.000	06/30/2024	DREAMSEATS, LLC	CONFERENCE ROOM TABLE	30236		1,394.00	None
409-265-967.000	06/30/2024	EPS SECURITY	WEST DOOR CARD READER FIX	S6555		630.00	None
409-265-967.000	06/30/2024	VALLEY CITY SIGN COMPANY	WALL SIGN FOR FRONT LOBBY	INV00081615		2,840.00	None
Total Department 265 CITY HALL						8,563.00	
Total Fund 409 2023 CITY HALL CONSTRUCTION FUND						8,563.00	
Fund: 590 SEWER FUND							
Department: 536 WATER OR SEWER SYSTEMS							
590-536-730.000	06/30/2024	HOWELL POSTMASTER	WATER/SEWER BILLING POSTAGE - 6/26/20	06262024		400.00	None
590-536-920.004	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 1401 N. MICHIGAN - 5/18	176306192024		21.58	None
590-536-920.004	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 601 WEST ST UNIT LS - 5	900506172024		16.00	None
590-536-920.004	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 1420 W. GRAND RIVER - 5	490206172024		19.19	None
590-536-920.004	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 737 E. WASHINGTON - 5/1	667406172024		18.39	None
590-536-930.011	06/30/2024	DUBOIS-COOPER ASSOCIATES I	TRANSDUCER INSTALL - REPLACE BUBBLER	6072024		2,675.00	None
590-536-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		11,274.90	None
590-536-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		3,000.00	None
Total Department 536 WATER OR SEWER SYSTEMS						17,425.06	
Department: 564 TREATMENT PLANT							
590-564-740.000	06/30/2024	HOWELL HARDWARE	PARTS/SUPPLIES	16241		18.98	None
590-564-740.000	06/30/2024	HOWELL HARDWARE	PARTS/SUPPLIES	16257		15.99	None
590-564-740.026	06/30/2024	GRAINGER	PARTS/SUPPLIES	9049203996		43.90	None
590-564-740.026	06/30/2024	GRAINGER	PARTS/SUPPLIES	9064325419		2,837.76	None
590-564-741.002	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4179105151		70.40	None
590-564-741.002	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4195567749		78.35	None
590-564-741.002	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4196281970		78.35	None
590-564-775.003	06/30/2024	E R A	DMRQ-A REAGENTS	080420		673.28	None
590-564-775.003	06/30/2024	IDEXX LABORATORIES	LAB SUPPLIES	3151517584		710.88	None
590-564-775.003	06/30/2024	NALCO WATER PRETREATMENT S	DI WATER	6670619035		124.02	None
590-564-775.003	06/30/2024	NALCO WATER PRETREATMENT S	DI WATER	6670619034		134.80	None
590-564-775.003	06/30/2024	NCL OF WISCONSIN INC	LAB SUPPLIES	504337		347.35	None

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BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 590 SEWER FUND							
Department: 564 TREATMENT PLANT							
590-564-801.000	06/30/2024	THE CLEANING SMITH SERVICE	JANITORIAL SERVICE - 6/9 & 6/27	5304		260.00	None
590-564-804.013	06/30/2024	REPUBLIC SERVICES 237	CAKE HAULING	0237-002093264		27,115.79	None
590-564-822.000	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		770.00	None
590-564-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 1191 PINCKNEY RD. - 5/1	481306172024		195.26	None
590-564-920.003	06/30/2024	GRANGER WASTE	TRASH	26946998		659.06	None
590-564-930.007	06/30/2024	DOOR DOCTOR	DOOR REPAIR	43735531		279.00	None
590-564-930.007	06/30/2024	PB PLUMBING, INC.	SUPPLIES	24950622		686.00	None
590-564-957.000	06/30/2024	VELOCITYEHS	ONLINE TRAINING	306221		1,660.95	None
Total Department 564 TREATMENT PLANT						36,760.12	
Department: 906 DEBT SERVICE							
590-906-991.000	07/09/2024	HUNTINGTON PUBLIC CAP CORP	BAB 2020 REF PRINCIPAL & INTEREST	820775		125,000.00	None
590-906-993.000	07/09/2024	HUNTINGTON PUBLIC CAP CORP	BAB 2020 REF PRINCIPAL & INTEREST	820775		4,693.52	None
Total Department 906 DEBT SERVICE						129,693.52	
Total Fund 590 SEWER FUND						183,878.70	
Fund: 591 WATER FUND							
Department: 261 GENERAL SERVICE ADMINISTRATION							
591-261-730.000	06/30/2024	HOWELL POSTMASTER	WATER/SEWER BILLING POSTAGE - 6/26/20	06262024		400.00	None
Total Department 261 GENERAL SERVICE ADMINISTRATION						400.00	
Department: 536 WATER OR SEWER SYSTEMS							
591-536-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		11,274.90	None
591-536-955.000	07/09/2024	MICHIGAN MUNICIPAL RISK MA	MMRMA 24/25 RENEWAL - 1ST INSTALLMENT	06102024		3,000.00	None
591-536-967.000	06/30/2024	PB PLUMBING, INC.	REPLACE LEAD SERVICE LINE @ 816 N. MI	25014479		6,800.00	None
Total Department 536 WATER OR SEWER SYSTEMS						21,074.90	
Department: 564 TREATMENT PLANT							
591-564-740.026	06/30/2024	GRAINGER	PARTS/SUPPLIES	9143208982		300.93	None
591-564-741.002	06/30/2024	CINTAS	UNIFORMS	4197033136		51.41	None
591-564-741.002	06/30/2024	CINTAS	UNIFORMS	4196281860		51.41	None
591-564-775.000	06/30/2024	FERTILIZER DEALER SUPPLY	SUPPLIES	1891105-000		436.25	None
591-564-775.003	06/30/2024	IDEXX LABORATORIES	ECOLI WATER TESTING	3153568634		325.18	None
591-564-775.003	06/30/2024	USA BLUEBOOK	CHEMICAL SUPPLIES	INV00400199		1,435.84	None
591-564-775.003	06/30/2024	USA BLUEBOOK	CHEMICAL SUPPLIES	INV00397241		103.45	None
591-564-801.000	06/30/2024	SYNTECH	TECHNICAL SUPPORT	296502		42.00	None
591-564-802.000	07/09/2024	MRWA	MRWA ANNUAL MEMBERSHIP	2020-11342		940.00	None
591-564-822.000	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		770.00	None
591-564-860.000	06/30/2024	WHITE, CHELSEA	MILEAGE TO/FROM EGLE WATER LAB	06272024		161.61	None
591-564-900.000	06/30/2024	FIRST IMPRESSION PRINT & M	WATER QUALITY POSTCARDS	85251		295.35	None
591-564-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 150 MARION - 5/17-6/17	220906172024		347.72	None
591-564-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 717 S. MICHIGAN - 5/17-	954906172024		87.72	None
591-564-930.008	06/30/2024	HOWELL HARDWARE	PARTS/SUPPLIES	16306		52.97	None
591-564-930.009	06/30/2024	K&J ELECTRIC, INC.	SLURRY PUMP CONTROL PANELS	110		11,500.00	None
591-564-931.000	06/30/2024	THE CLEANING SMITH SERVICE	JANITORIAL SERVICE - 6/4/24	5297		70.00	None
591-564-957.000	07/09/2024	AMERICAN TRAINCO LLC	PUMP CLASS - S. REYNA	ORD-8263		1,395.00	None
591-564-957.000	06/30/2024	VELOCITYEHS	ONLINE TRAINING	306221		1,660.95	None
Total Department 564 TREATMENT PLANT						20,027.79	
Total Fund 591 WATER FUND						41,502.69	

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GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 640 EQUIPMENT POOL FUND							
Department: 441 PUBLIC SERVICE DEPARTMENT							
640-441-741.002	06/30/2024	CINTAS	UNIFORMS	4197033220		13.71	None
640-441-741.002	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4196281880		13.71	None
640-441-751.000	06/30/2024	CORRIGAN OIL COMPANY, NO.I	FUEL - DPW	8106692-IN		734.46	None
640-441-751.000	06/30/2024	CORRIGAN OIL COMPANY, NO.I	FUEL - DPW	8108083-IN		4,626.64	None
640-441-751.000	06/30/2024	CORRIGAN OIL COMPANY, NO.I	FUEL - CEMETERY	8109929-IN		1,182.42	None
640-441-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 150 MARION ST - 5/17-6/	268806172024		10.99	None
640-441-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 152 MARION - 5/17-6/17	293606172024		18.39	None
640-441-981.000	07/09/2024	LAFONTAINE CHRYSLER DODGE	UNMARKED RAM TRUCK 301-25	29667		54,250.00	None
Total Department 441 PUBLIC SERVICE DEPARTMENT						60,850.32	
Total Fund 640 EQUIPMENT POOL FUND						60,850.32	
Fund: 641 DEPARTMENT PUBLIC SERVICES							
Department: 441 PUBLIC SERVICE DEPARTMENT							
641-441-741.002	06/30/2024	CINTAS	UNIFORMS	4197033220		116.20	None
641-441-741.002	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4196281880		157.64	None
641-441-775.000	06/30/2024	CINTAS	UNIFORMS & FLOOR MATS	4196281880		86.68	None
641-441-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 150 MARION ST - 5/17-6/	268806172024		9.00	None
641-441-920.001	06/30/2024	CONSUMERS ENERGY	NATURAL GAS - 150 MARION - 5/17-6/17	220906172024		521.58	None
641-441-931.000	06/30/2024	BEST PEST CONTROL SERVICES	PEST CONTROL - 6/19/2024	19955		300.00	None
641-441-957.000	06/30/2024	VELOCITYEHS	ONLINE TRAINING	306221		1,660.95	None
641-441-980.005	07/09/2024	ESRI	ARCGIS DESKTOP BASIC SINGLE USE PRIMA	94743682		5,220.00	None
Total Department 441 PUBLIC SERVICE DEPARTMENT						8,072.05	
Total Fund 641 DEPARTMENT PUBLIC SERVICES						8,072.05	

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POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---							
		101-000-202.000	ACCOUNTS PAYABLE			6.11	
		101-000-283.000	DEVELOPERS ESCROW			922.50	
		101-172-727.000	OFFICE SUPPLIES			59.76	
		101-172-955.000	LIABILITY INSURANCE			3,568.73	
		101-191-955.000	LIABILITY INSURANCE			5,947.88	
		101-191-980.005	EQUIP / COMPUTER SOFTWARE			460.00	
		101-215-930.010	RECORDS MAINTENANCE			90.00	
		101-215-955.000	LIABILITY INSURANCE			3,568.73	
		101-228-822.001	NETWORK SUPPORT			1,600.00	
		101-228-955.000	LIABILITY INSURANCE			3,568.73	
		101-262-727.000	OFFICE SUPPLIES			724.17	
		101-265-727.000	OFFICE SUPPLIES			477.80	
		101-265-775.001	JANITOR SUPPLIES			120.11	
		101-265-804.005	CONTRACT SERV - MAT CLEANING			159.47	
		101-265-920.001	UTILITIES - GAS			696.70	
		101-265-931.000	BUILDING MAINTENANCE			300.00	
		101-265-955.000	LIABILITY INSURANCE			5,947.88	
		101-266-826.000	CONTRACTUAL ATTORNEY FEES			155.00	
		101-266-826.007	CODIFICATION / AMERICAN LEGAL			880.11	
		101-270-835.000	PHYSICALS / MEDICAL EXPENSE			30.00	
		101-270-955.000	LIABILITY INSURANCE			3,568.69	
		101-301-727.000	OFFICE SUPPLIES			468.79	
		101-301-740.000	OPERATING SUPPLIES			1,199.89	
		101-301-741.000	UNIFORMS			532.98	
		101-301-881.000	COMMUNITY PROMOTION			1,875.00	
		101-301-900.000	PRINTING & PUBLISHING			71.96	
		101-301-955.000	LIABILITY INSURANCE			16,654.05	
		101-371-727.000	OFFICE SUPPLIES			307.08	
		101-441-955.000	LIABILITY INSURANCE			14,274.90	
		101-450-740.018	OPER SUPP/LANDSCAPING			25.12	
		101-567-775.000	MAINTENANCE SUPPLIES			219.99	
		101-567-804.028	NICHE ENGRAVING			2,240.00	
		101-567-920.001	UTILITIES - GAS			19.19	
		101-567-930.009	REPAIR & MAINT - EQUIPMENT			57.99	
		101-567-931.000	BUILDING MAINTENANCE			12.99	
		101-567-931.002	CEMETERY GRAVE MAINTENANCE			611.70	
		101-567-955.000	LIABILITY INSURANCE			5,947.88	
		101-703-881.001	BEAUTIFICATION SUPPLIES			760.85	
		101-722-955.000	LIABILITY INSURANCE			3,568.73	
		101-722-980.005	EQUIP / COMPUTER SOFTWARE			460.00	
		101-751-775.000	MAINTENANCE SUPPLIES			178.29	
		101-751-775.006	MAINTENANCE SUPPLIES / PARKS			259.08	
		101-751-804.000	CONTRACTUAL SERVICES			40.00	
		101-751-930.000	REPAIR & MAINTENANCE			177.63	
		202-474-775.000	MAINTENANCE SUPPLIES			1,212.41	
		202-482-955.000	LIABILITY INSURANCE			11,895.75	
		203-474-775.000	MAINTENANCE SUPPLIES			1,212.41	
		203-482-955.000	LIABILITY INSURANCE			11,895.75	
		248-728-804.001	CONTRACT SERV - JANITOR			90.00	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 07/09/2024 - 07/09/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
		248-728-900.000	PRINTING & PUBLISHING			239.39	
		248-728-920.001	UTILITIES - GAS			16.00	
		248-728-959.003	PROPERTY TAX PAYMENTS			3,208.48	
		248-728-980.005	EQUIP / COMPUTER SOFTWARE			350.00	
		409-265-967.000	PROJECT COSTS			8,563.00	
		590-536-730.000	POSTAGE			400.00	
		590-536-920.004	UTILITIES - PUMP STATION			75.16	
		590-536-930.011	REPAIR & MAINT - PUMP MARION TWP			2,675.00	
		590-536-955.000	LIABILITY INSURANCE			14,274.90	
		590-564-740.000	OPERATING SUPPLIES			34.97	
		590-564-740.026	OPER SUPP/SAFETY EQUIPMENT			2,881.66	
		590-564-741.002	UNIFORMS-CLEANING/RENTAL			227.10	
		590-564-775.003	LABORATORY SUPPLIES			1,990.33	
		590-564-801.000	PROFESSIONAL SERVICES			260.00	
		590-564-804.013	CONTRACT SERV - SLUDGE HAULING			27,115.79	
		590-564-822.000	COMPUTER SOFTWARE SUPPORT			770.00	
		590-564-920.001	UTILITIES - GAS			195.26	
		590-564-920.003	UTILITIES - RUBBISH			659.06	
		590-564-930.007	REPAIR & MAINT - PLANT			965.00	
		590-564-957.000	EDUCATION / TRAINING			1,660.95	
		590-906-991.000	PRINCIPAL			125,000.00	
		590-906-993.000	INTEREST			4,693.52	
		591-261-730.000	POSTAGE			400.00	
		591-536-955.000	LIABILITY INSURANCE			14,274.90	
		591-536-967.000	PROJECT COSTS			6,800.00	
		591-564-740.026	OPER SUPP/SAFETY EQUIPMENT			300.93	
		591-564-741.002	UNIFORMS-CLEANING/RENTAL			102.82	
		591-564-775.000	MAINTENANCE SUPPLIES			436.25	
		591-564-775.003	LABORATORY SUPPLIES			1,864.47	
		591-564-801.000	PROFESSIONAL SERVICES			42.00	
		591-564-802.000	DUES & MEMBERSHIPS			940.00	
		591-564-822.000	COMPUTER SOFTWARE SUPPORT			770.00	
		591-564-860.000	CONFERENCE /TRANSPORTATION			161.61	
		591-564-900.000	PRINTING & PUBLISHING			295.35	
		591-564-920.001	UTILITIES - GAS			435.44	
		591-564-930.008	REPAIR & MAINT - PUMP STATION			52.97	
		591-564-930.009	REPAIR & MAINT - EQUIPMENT			11,500.00	
		591-564-931.000	BUILDING MAINTENANCE			70.00	
		591-564-957.000	EDUCATION / TRAINING			3,055.95	
		640-441-741.002	UNIFORMS-CLEANING/RENTAL			27.42	
		640-441-751.000	GASOLINE & DIESEL FUEL			6,543.52	
		640-441-920.001	UTILITIES - GAS			29.38	
		640-441-981.000	VEHICLES - POLICE			54,250.00	
		641-441-741.002	UNIFORMS-CLEANING/RENTAL			273.84	
		641-441-775.000	MAINTENANCE SUPPLIES			86.68	
		641-441-920.001	UTILITIES - GAS			530.58	
		641-441-931.000	BUILDING MAINTENANCE			300.00	
		641-441-957.000	EDUCATION / TRAINING			1,660.95	
		641-441-980.005	EQUIP / COMPUTER SOFTWARE			5,220.00	
---	TOTALS BY FUND ---						
		101	GENERAL FUND			82,816.46	

INVOICE DISTRIBUTION REPORT FOR CITY OF HOWELL

EXP CHECK RUN DATES 07/09/2024 - 07/09/2024

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: GFCK - GENERAL FUND CHECKING

GL Number	Invoice Date	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number	
	202		MAJOR STREET FUND			13,108.16		
	203		LOCAL STREET FUND			13,108.16		
	248		DOWNTOWN DEVELOPMENT AUTHORITY FUND			3,903.87		
	409		2023 CITY HALL CONSTRUCTION FUND			8,563.00		
	590		SEWER FUND			183,878.70		
	591		WATER FUND			41,502.69		
	640		EQUIPMENT POOL FUND			60,850.32		
	641		DEPARTMENT PUBLIC SERVICES			8,072.05		
	Total For All Funds:						<u>415,803.41</u>	



**CITY OF HOWELL
MEMORANDUM**

TO: Mayor & City Council
FROM: Dennis L. Perkins, Howell City Attorney
DATE: July 1, 2024
RE: Ordinance No. 964 - Annual Codification

At Council's meeting on June 24, 2024, Councilman Clos introduced Ordinance No. 964 related to the annual codification of the City's ordinances and resolutions. Since nothing has changed between then and now, I reiterate my memo of June 20, 2024 as follows: "Attached is proposed Ordinance No. 964, an Ordinance to codify certain Ordinances and Resolutions enacted by City Council from January 9, 2023 through December 31, 2023. This is done on an annual basis by City Council. This procedure has remained the same over the last 40 years. Not all of the Ordinances and Resolutions are codified since some of these deal with bonds, budget amendments, some procedures and policies, etc., which have traditionally not been codified. The City has continued to work with American Legal Publishing over the course of these many years and has fostered a solid relationship between American Legal and the City."

ACTION REQUESTED:

A Motion to Adopt Ordinance No. 964, an Ordinance codifying certain Resolutions and Ordinances as enacted by the City Council from January 9, 2023 through December 31, 2023.

REVIEWED & APPROVED FOR SUBMISSION:

Ervin J. Suida
City Manager

ORDINANCE NO. 964

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AND A RESOLUTION AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF HOWELL, MICHIGAN

WHEREAS, various ordinances and resolutions of a general and permanent nature have been passed since the date of the last updating of the Codified Ordinances of the City (January 9, 2023), which ordinances and resolutions should be included in the Codified Ordinances of Howell, Michigan;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF HOWELL, MICHIGAN:

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of Howell, Michigan, so as to conform to the classification and numbering system of the Codified Ordinances, to wit:

<u>Ord. or Res. No.</u>	<u>Date</u>	<u>C.O. Section</u>
957	06-12-23	430.05(b)
Resolution 2023-18	09-11-23	Table E—Acquisition/Disposal of Real Property

SECTION 2. That a copy of such ordinances and resolutions, as edited, arranged and numbered or renumbered as parts of the various component codes of the Codified Ordinances and in the form of 2024 Replacement Pages for the Codified Ordinances, are available for inspection at the office of the City Clerk.

SECTION 3. All ordinances inconsistent herewith are hereby repealed.

SECTION 4. That this ordinance shall take effect when published or posted as provided in Section 6.4 of the Howell City Charter.

ADOPTED by the Howell City Council at its regular meeting this 8th day of July, 2024.

BY: ROBERT ELLIS, MAYOR

BY: DEANNA ROBSON, CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 964, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 8th day of July, 2024, and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 8th day of July, 2024.

BY: DEANNA ROBSON, CLERK



**CITY OF HOWELL
MEMORANDUM**

TO: MAYOR & CITY COUNCIL
FROM: ALYSSA MILLER – FINANCE DIRECTOR
DATE: 07/01/24
RE: PURCHASING POLICY ORDINANCE ADOPTION

The Purchasing Policy was updated and the Ordinance was introduced at the 06/24/24 Council Meeting. Since there were no changes requested, the Ordinance can now be adopted.

ACTION REQUESTED:

A motion to adopt Ordinance No. 965, an ordinance to amend the Purchasing Policy.

REVIEWED & APPROVED FOR SUBMISSION:

A handwritten signature in black ink, appearing to read 'E. Suida', is written over a light blue horizontal line.

Ervin J. Suida
City Manager

ORDINANCE NO. 965

An Ordinance to amend Chapter 230 of the Howell City Code.

THE CITY OF HOWELL ORDAINS, WITH CONDITIONS:

Section 1. Chapter 230 is hereby amended to read as follows:

230.01 ESTABLISHMENT OF OFFICE; APPOINTMENT.

There is hereby established the office of Purchasing Agent, under the direction and control of the City Manager. The City Manager shall designate himself or herself or another officer of the City not affiliated with the City Treasurer's office to act as the Purchasing Agent. The duties of the Purchasing Agent are as set forth in this chapter.

230.02 GENERAL DUTIES.

Unchanged.

230.03 PURCHASES NOT MADE THROUGH AGENT PROHIBITED.

Unchanged.

230.04 SPECIFIC DUTIES.

Unchanged.

230.05 REQUISITIONS.

Unchanged

230.06 COMPLETION OF PURCHASE CONTINGENT ON SUFFICIENT BALANCE.

Unchanged.

230.07 APPROVAL LEVELS

- (a) Department heads are hereby authorized to make expenditures up to Ten thousand (\$10,000) Dollars or less for which funds were provided in the annual budget for all items necessary to run the department.
- (b) The City Manager is hereby authorized to make expenditures up to Twenty thousand (\$20,000) Dollars or less for which funds were provided in the annual budget for all items necessary to run the City.
- (c) All purchases in excess of Twenty thousand (\$20,000) Dollars will require City Council approval. In all cases requiring Council approval, Council shall reserve the right to make the purchase that Council deems to be in the best interests of the City.

230.08 COMPETITIVE BIDDING.

- (a) All purchases of and contracts for supplies and contractual services, and all sales of personal property which has become obsolete and unusable, shall, except as otherwise specifically provided in this chapter, be based, wherever possible, on competitive bids.
- (b) For all supplies and contractual services that for a purchase of no less than Five Thousand (\$5,000) Dollars and no more than Ten Thousand (\$10,000) Dollars, the Purchasing Agent shall solicit 3 quotations if possible.
- (c) For all supplies and contractual services that for a purchase of no less than Ten Thousand (\$10,000) Dollars and no more than Twenty Thousand (\$20,000) Dollars, the Purchasing Agent shall be required to receive competitive bids, whenever possible, and submit same to City Council for approval.
- (d) If the amount of any proposed expenditure or sale is estimated to exceed Twenty Thousand (\$20,000) Dollars, the Purchasing Agent shall, unless otherwise approved by Council, solicit sealed bids, and, when deemed necessary by the Agent, such bids shall be accompanied by surety in the form of a check, cash or bond in such amount as prescribed in the notice inviting bids. All bids shall be submitted sealed and shall be opened at the

time and place stated in the notice. A tabulation of the bids shall be submitted to Council, and no purchase order shall be written until the tabulation has been approved by Council. The Agent may reject any or all bids when the public interest will be served thereby.

- (e) The requirement for sealed bids as provided in subsection (d) hereof shall not apply for professional services, emergency repairs or services, a continuation of services and transactions between governmental units, unless Council deems the same to be necessary. At such times when this requirement is overridden due to emergency repairs or services, the Purchasing Agent shall advise City Council immediately of said purchase and the City Council shall affirm said purchase at the next regularly scheduled meeting.
- (f) An emergency as provided in subsection (e), above, is defined as an imminent threat to the health, safety, or welfare of the general public.

230.09 RECORDS OF PURCHASES.

Unchanged.

230.10 COOPERATIVE PURCHASE PLANS.

Unchanged

Section 2. All Ordinances inconsistent herewith are hereby repealed.

Section 3. This Ordinance shall take effect 15 days after publication and pursuant to the Howell City Charter.

ADOPTED by the Howell City Council at its regular meeting this 8th day of July, 2024.

BY: Robert Ellis, Mayor

BY: Deanna Robson, Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of Ordinance No. 965, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 8th day of July, 2024 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 24th day of June, 2024.

BY: Howell City Clerk



**CITY OF HOWELL
MEMORANDUM**

TO: MAYOR & CITY COUNCIL
FROM: ERVIN J SUIDA, CITY MANAGER
DATE: JULY 2, 2024
RE: DEPOT LOT AND PARKING RESOLUTION FOR NOTICE OF INTENT TO BOND

The City has received two grants to revitalize the existing dilapidated Depot Lot. This transformative plan not only provides a year-round public gathering space for our residents and visitors but also upgrades the parking lot to be well lit, safe, and ADA compliant. The addition of an extra 220 plus spaces in the Central Business District meets the recommendation of the most recent Parking Study conducted in 2004. The City, through its public budget process and strategic sessions, has developed a plan to bond for the City portion of the Depot Lot project and the additional parking enhancement within the DDA. The letter provided by Miller Canfield explains the process and requirements of a General Obligation Bond.

This resolution authorizes the publication of a Notice of Intent (NOI), which permits the City Clerk to publish the NOI. It indicates our intent to issue our full faith and credit in General Obligation Bonds, up to 7.4 million dollars, to pay for the project's cost. Approval of this resolution does not obligate the City to issue bonds up to the total amount. The actual amount and bond issuance will occur at a future meeting.

With current interest rates, payments are estimated at \$74,000 per million on a 20-year bond. The bond costs 7.4 million and is anticipated to be just under \$550,000. The payment structure is included in the current budget and was meticulously incorporated into our 3-year budget forecast. Additionally, staff have been working with the DDA on a cost share for the payment and will bring forward a joint resolution that outlines the commitments from both the City and DDA.

Staff recommends that Council approve the provided Notice of Intent Resolution so we can publish the required notice. If approved, staff will provide the required notification to the public and, after 45 days, will bring back a resolution to issue bonds in the amount determined once the project is completely designed.

ACTION REQUESTED:

A motion to adopt Resolution No. 2024-16, Notice of Intent Resolution for General Obligation Bonds for \$7,400,000 in one or more series, to pay all or part of the cost to

acquire, construct, furnish, and equip an outdoor ice rink and pavilion, including enhanced streetscape improvements, road improvements and parking improvements in the Development Area of the DDA (together, the "Project")

Founded in 1852
by Sidney Davy Miller



PATRICK F. MCGOW
TEL (313) 496-7684
FAX (313) 496-8450
E-MAIL mcgow@millercanfield.com

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June 28, 2024

Mr. Erv Suida
City Manager
City of Howell
611 E. Grand River Avenue
Howell, MI 48843-2388

Re: City of Howell Capital Improvement Bonds for Parking Project
Notice of Intent Resolution

Dear Erv:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the City Council at its meeting on July 8th. This Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue to be issued for the purpose of paying part all or part of the cost to acquire and construct an outdoor ice rink and pavilion, including enhanced streetscape improvements, road improvements and parking improvements in the Development Area of the DDA (the "Project").

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$7,400,000 to pay all or part of the cost of the Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Press & Argus* indicating the City's intent to issue Bonds for the Projects in an amount not to exceed \$7,400,000. The amount in the Resolution is derived from the current estimated cost of the Project, plus a contingency buffer.

The Resolution does not obligate the City to issue Bonds up to the full amount. The City can downsize the Bond issue prior to the sale of the Bonds once the construction and acquisition costs of the Project to be financed have been determined. The Bonds pledge the City's limited tax full faith and credit as security for the Bonds. The Resolution indicates that the DDA has recommended the Project to the City and that it is expected that DDA tax increment revenues will be used to pay part of the debt service on the Bonds. The plan would be for the City and DDA to enter into an agreement in late 2024 or early 2025 to clearly identify the amount of debt service the DDA will pay on the various bonds issued by the City for DDA-related projects.

The proceeds of the Bonds may be used to pay for the acquisition and construction of the Project as well as reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Erv Suida

-2-

June 28, 2024

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the City incurs hard construction costs before the Bonds are actually issued.

If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in late August. After the referendum period expires, in order to issue and sell the Bonds, the City Council would need to adopt a resolution to authorize the issuance of the Bonds and that resolution would determine the amount of the Bond issue to be financed. That would likely happen after the construction bids have been received by the City in 2025.

We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 
Patrick F. McGow

cc: Alyssa Miller
Kate Litwin
Robert J. Bendzinski
Stephen Hayduk

RESOLUTION NO. 2024-16
NOTICE OF INTENT RESOLUTION
CAPITAL IMPROVEMENT BONDS FOR PARKING PROJECT

CITY OF HOWELL
County of Livingston, State of Michigan

Minutes of a regular meeting of the City Council of the City of Howell, County of Livingston, State of Michigan, held on July 8, 2024, at 7:00 o'clock p.m. prevailing Eastern Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Howell, County of Livingston, State of Michigan (the "City") in conjunction with the Downtown Development Authority of the City of Howell (the "DDA") intends to acquire and construct an outdoor ice rink and pavilion, including enhanced streetscape improvements, road improvements and parking improvements in the Development Area of the DDA (together, the "Project"); and

WHEREAS, in order to obtain the lowest financing cost for the Project, the City intends to authorize the issuance and sale of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in one or more series, to pay all or part of the cost of the Project; and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Seven Million Four Hundred Thousand Dollars (\$7,400,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Press & Argus*, a newspaper of general circulation in the City.
2. The notice of intent shall be published as a **display advertisement not less than one-quarter (1/4) page in size** in substantially the form attached to this Resolution as Exhibit A.
3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.
4. The City may incur expenditures for the Project prior to receipt of proceeds of the Bonds and may advance moneys for that purpose from funds available to the City, to be reimbursed from proceeds of the Bonds when available. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:
 - (a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.
 - (b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$7,400,000.
 - (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

ADOPTED by the Howell City Council this 24th of June, 2024.

Robert Ellis, Mayor

Deanna Robson
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Howell, County of Livingston, State of Michigan, at a regular meeting held on July 8, 2024, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Deanna Robson
City Clerk

EXHIBIT A

NOTICE TO ELECTORS OF THE CITY OF HOWELL OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND OF RIGHT OF REFERENDUM THEREON

PLEASE TAKE NOTICE that the City Council of the City of Howell, County of Livingston, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series, in a total principal amount of not to exceed Seven Million Four Hundred Thousand Dollars (\$7,400,000), for the purpose of paying all or part of the cost to acquire and construct an outdoor ice rink and pavilion, including enhanced streetscape improvements, road improvements and parking improvements in the Development Area of the Downtown Development Authority of the City of Howell.

BOND DETAILS

The bonds will mature in annual installments not to exceed twenty-five (25) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

SOURCE OF PAYMENT OF BONDS

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations. The City intends that a portion of the debt service on the bonds will be paid from tax increment revenues of the Downtown Development Authority of the City of Howell.

RIGHT OF REFERENDUM

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Deanna Robson
Clerk, City of Howell



**CITY OF HOWELL
MEMORANDUM**

TO: MAYOR & CITY COUNCIL
FROM: KRISTI TROY, PLANNING & ZONING ADMINISTRATOR
DATE: JULY 2, 2024
RE: PACE SPECIAL ASSESSMENT AGREEMENT FOR 645 WEST GRAND RIVER

Attached is the Special Assessment Agreement for 645 W Grand River, commonly referred to as The Howell Health Hub. With the creation of the Special Assessment District established and adopted on August 29, 2023, this allows the owner of property to obtain Owner-Arranged Financing from a commercial lender to defray the costs of approved projects on the property. This agreement has been reviewed by staff and the City Attorney and will impose a special assessment on the property to be benefited by the project in order to secure and provide for the repayment of the Owner-Arranged Financing.

ACTION REQUESTED:

Motion to authorize the City Manager to execute the Special Assessment Agreement pursuant to the PACE statute and the PACE program for The Howell Health Hub located at 645 W Grand River.

REVIEWED & APPROVED FOR SUBMISSION:

Ervin J. Suida
City Manager



July 2, 2024

City of Howell
611 East Grand River Avenue
Howell, MI 48843
Attn: City Manager Erv Suida

Dear Mr. Suida:

Lean & Green Michigan, LLC, operates the Lean & Green Michigan PACE program and serves as the PACE administrator for City of Howell, a member jurisdiction. We have reviewed the proposed PACE project located at 645 West Grand River Ave., Howell, MI 48843 which is owned by THE 645 BUILDING, L.L.C. Pending submission of final documents at closing substantiating all relevant facts and obligations, we find that the project meets all requirements of Michigan's PACE statute (PA 270 of 2010) and of City of Howell PACE program.

The subject building is privately owned with clear title. The record owner is not in arrears on any property tax or other obligations to the City of Howell or Livingston County. An energy audit has been performed, and a plan for monitoring and verification is being finalized between the parties. The property has a mortgage (or legal equivalent of a mortgage) and lender consent has been obtained. The ratio between the proposed assessment and the value of the property is within the PACE program guidelines. The term of the proposed assessment does not exceed the useful life of the equipment involved.

The project will fulfill vital public purposes of City of Howell, including saving the property owner money, creating jobs, improving the City's commercial building stock, and reducing emissions of carbon dioxide and other harmful gasses into the atmosphere.

Sincerely,

A handwritten signature in blue ink that reads "Todd M. Williams".

Todd M. Williams
President & General Counsel
Lean & Green Michigan, LLC



July 2, 2024

PACE Project Memo: Howell Health Hub

Parties:

Property Owner	The 645 Building, LLC
Lender	PACE Loan Group
Contractor	G-Energy
Jurisdiction	City of Howell

Project summary relative eligibility criteria

The subject is an existing 113,424-square foot two-story, suburban office building, located at 645 West Grand River Avenue in Howell, Livingston County, Michigan. The building was originally constructed in 1956 as a general office building. The property is currently vacant and is currently being renovated (2023-2024) for medical office use. Upon completion of the renovation, the subject will be known as the Howell Health Hub. This new build construction will utilize PACE financing to build above code and to a higher efficiency. PACE will help finance energy efficiency improvements in the build envelope, windows, HVAC, plumbing, and lighting.

Address: 645 West Grand River Ave., Howell, MI 48843

Parcel Number: 4717-35-202-093; 17-35-203-001; 17-35-203-002; 17-35-203-003; 17-35-203-004; 17-35-203-026; 17-35-203-027; 17-35-203-028; 17-35-203-029; 17-35-203-030

According to a property tax record and title report, there are no delinquent taxes, special assessments, or water or sewer charges on the property. There are no delinquent assessments on the property under a PACE program.

A title report was provided by Doma Title as of March 8, 2024, and shows no outstanding taxes. The title report shows no delinquent taxes, liens, or mortgages (besides the one mentioned below). The title report does show the owner as Fountain Park Investments, LLC, as does the vesting deed. A LARA report shows that Fountain Park Investments, LLC had a name change to The 645 Building, LLC and is the same entity.

The term of the assessment, as agreed upon by the lender and borrower, is 25 years. The weighted useful life of the improvements has been calculated by G-Energy to be 30.4 years. The useful life exceeds the term of the financing.

An appraisal of the property was completed May 7, 2024, by CBRE. The property in question has an “As-Is” value of \$7,910,000.00 and an “As-Complete & As-Stabilized” value of \$17,180,000. The project cost is approximately \$2,600,000. This size of assessment relative the value of property is approximately 15.1% and is in line with the ATV requirement of 25% in the City of Howell Program Report.

There is a mortgage on the property held by Comerica Bank, in the amount of \$1,500,000. This amount is intended to be paid off at closing, and a new mortgage from Bank of Ann Arbor in the amount of \$3,500,000. Taking this amount plus the PACE project amount gives an LTV of 44%. This is appropriate under the program guidelines.

Lender Consent for the project has been executed by Bank of Ann Arbor. The Comerica Bank mortgage will be released prior to closing the Special Assessment.

An energy audit was completed by G-Energy and is sufficient to meet the energy audit requirement. G-Energy established a baseline using modeling of future energy usage based on Michigan building code and established savings against that baseline using energy modeling based on the more efficient equipment being installed.

The property owner has executed a waiver of savings guarantee.

The fulfillment of the initial reporting requirements via Energy Star are **pending**.

The installation verifications for the PACE eligible measures has been executed by the property owner.

SPACE ABOVE FOR RECORDING PURPOSES

**PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)**

by and among

CITY OF HOWELL, MICHIGAN

and

THE 645 BUILDING, L.L.C.,
a Michigan limited liability company, as Property Owner

and

PLG FINANCE 1, LLC,
a Minnesota limited liability company, as Lender

Dated: July 12, 2024

City of Howell PACE Special Assessment Agreement

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APPENDIX:

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

City of Howell PACE Special Assessment Agreement

PACE SPECIAL ASSESSMENT AGREEMENT (OWNER-ARRANGED FINANCING)

THIS PACE SPECIAL ASSESSMENT AGREEMENT (this “Agreement”) is made this 12th day of July, 2024 among City of Howell, a Michigan Municipal Corporation (the “City”), whose address is 611 East Grand River Avenue, Howell, MI 48843, The 645 Building, L.L.C., a Michigan limited liability company (the “Property Owner”), with its a principal place of business at 44090 W. 12 Mile Road, Novi, Michigan 48377, and PLG FINANCE 1, LLC, a Minnesota limited liability company (the “Lender”), whose address is 800 LaSalle Ave Suite 1650, Minneapolis, Minnesota 55402.

RECITALS:

A. Pursuant to the PACE Statute and a resolution adopted by the City of Howell City Council on August 28, 2023, the City has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Project on the property.

B. Under the PACE Statute, the City is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the City enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the City is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the City, the Property Owner and the Lender agree that:

ARTICLE I **DEFINITIONS**

Section 1.01 Definitions. Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

City of Howell PACE Special Assessment Agreement

(a) “**Agreement**” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(b) “**Applicable Interest Rate**” means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(c) “**Authorized Official**” means the City Manager or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(d) “**Default Rate**” means the rates dictated for cities by the Michigan General Property Tax Act of 1893 as amended (MCL 211.78a and 211.78g).

(e) “**Energy Efficiency Improvement**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the City of Howell.

(f) “**Energy Project**” means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(g) “**Event of Default**” has the meaning set forth in Section 7.01 hereof.

(h) “**Environmental Hazard Project**” means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following: mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) “**Force Majeure**” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and

City of Howell PACE Special Assessment Agreement

delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(j) “**General Property Tax Act**” means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(k) “**Improvements**” means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(l) “**LAGM**” shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(m) “**Lean & Green Michigan™**” means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(n) “**Lender**” has the meaning set forth in the preamble.

(o) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(p) “**Loan Documents**” means the PACE Loan Agreement and PACE Promissory Note, each dated as of even date herewith, between the Property Owner and the Lender, as well as any “Loan Documents” defined therein, and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

(q) “**Owner-Arranged Financing**” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by the City.

(r) “**PACE Program**” shall mean the property assessed clean energy program implemented by the City pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

(s) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the City Council on August 28, 2023 including any amendments or changes thereto made before the date of this Agreement.

(t) “**PACE Statute**” means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 et seq.

City of Howell PACE Special Assessment Agreement

- (u) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.
- (v) “**Project**” means an Environmental Hazard Project or Energy Project.
- (w) “**Property Owner**” has the meaning set forth in the preamble.
- (x) “**Renewable Energy System**” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, gas, or other power. Renewable Energy System includes a biomass stove but does not include an incinerator or digester.
- (y) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to repay the Loan made by Lender to Property Owner to defray the cost of the Improvements and which Special Assessment shall, together with all interest, charges, fees and penalties which may accrue thereon (including all interest, charges and penalties accruing under the Loan Documents), be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.
- (z) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.
- (aa) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the City and which is more particularly described on the attached **Appendix B**.
- (bb) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

ARTICLE II DESCRIPTION OF IMPROVEMENTS

Section 2.01 Description of Improvements. The Improvements to be acquired, constructed, installed and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time as mutually agreed to in writing by the parties to this Agreement. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

ARTICLE III COVENANTS OF THE PROPERTY OWNER

Section 3.01 Acquisition, Construction and Installation of Improvements.

City of Howell PACE Special Assessment Agreement

(a) The Property Owner covenants and agrees to acquire, construct and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that neither the City nor Lender makes any representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the City or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges, fees or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

ARTICLE IV PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

(a) At the request of the Property Owner, the City hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the City finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the City of Howell, County of Livingston, State of Michigan, on the Special Assessment Roll attached hereto as **Appendix C** (the "Special Assessment Roll"), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of TWO MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,600,000.00) as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in 50 semi-annual installments on the dates and in the amounts set forth in the

City of Howell PACE Special Assessment Agreement

payment schedule attached hereto as **Appendix D** (the “Payment Schedule”). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the City. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents (for the avoidance of doubt, the parties agree that nothing herein shall limit the ability of the Lender to charge default interest under the Loan Agreement that is in addition to any interest, fees and penalties owing to the County in the event of a payment default), for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The City, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the City shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the City may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the City’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, written notice to the Property Owner and the City of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the City may request.

Section 4.02 Assignment of Special Assessment Payments to Lender. At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the City hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, and any Payment Default Amount (as defined in Section 4.05(a) herein) actually paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the City, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be,

City of Howell PACE Special Assessment Agreement

shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the City; (ii) except as set forth in Section 4.05 below, the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the City of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the City shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

Section 4.03 Property Owner's Consent to Special Assessment; Waiver.

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the City's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the City.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of the Special Assessment, and the Property Owner, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the Special Assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the Lender with the Register of Deeds of Livingston County, State of Michigan.

(d) The Property Owner agrees that it, its successors and assigns shall, during the term of this Agreement and the Special Assessment, pay all ad valorem real property taxes and assessments levied against the Special Assessment Parcel when due and the Property Owner

City of Howell PACE Special Assessment Agreement

specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in the City.

(e) The City agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges, fees and penalties which may accrue thereon, and (ii) receipt by the City of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the City a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest charges, fees or penalties which may accrue thereon, on a timely basis, when due, until the remaining balance and interest and penalties on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll and any charges, fees or penalties that may have accrued thereon. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

Section 4.04 Lien. The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges, fees and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the City for City taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the City, including accrued interest, charges and penalties. The Special Assessment confirmed hereby is a debt to the City from the Property Owner and its successors in interest, lessees, purchasers and assigns. The right of the City to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the City to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the City upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the City or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the

City of Howell PACE Special Assessment Agreement

City, at the time and in the amount required by Section 4.01 hereof (a “Payment Default”), the Lender shall, within thirty (30) days following the date such sums were due and payable (the “Payment Default Date”), deliver written notice to the City stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll and any penalties, fees, reasonable attorney’s fees and charges on the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the “Payment Default Amount”); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the City shall take such actions as may be required to cause the Payment Default Amount to be certified to be placed upon the tax bill for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the City taxes under the General Property Tax Act and the ordinances of the City. The City may assess a fee for delinquent taxes, interest, penalties, and fees as provided under General Property Tax Act Section 211.78. Thereafter, a foreclosure action against the Special Assessment Parcel shall be pursued by the County of Livingston for failure to pay such Payment Default Amount in accordance with the City and County’s customary practice and the Michigan General Property Tax Act of 1893 as amended (MCL 211.1 to 211.155) unless otherwise redeemed. Notwithstanding the foregoing provisions of this Section 4.05(a), if the City shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the City in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The City shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount, and shall not be liable to the Property Owner or to any other person for any action taken by the City pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the City of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the City shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the City shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the City or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The City hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the City from the City Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the City from the City Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the City advance to the Lender the amount of any unpaid Payment Default Amount, and the City shall be obligated to pay over to the Lender only such sums as are actually received by the City Treasurer as collections of any Payment Default Amount.

City of Howell PACE Special Assessment Agreement

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the City or the General Property Tax Act, by City of Howell, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to City of Howell, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Livingston County Delinquent Tax Revolving Fund (“DTRF”), or any subsequent County fund which may replace the DTRF, or any other City funds.

Section 4.06 Prepayment of Special Assessment. Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days’ written notice to the Lender and the City, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the City that such prepayment was not received by the Lender.

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the City shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys’ fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 City Becoming Owner of the Special Assessment Parcel. In the event that the City takes ownership of the Special Assessment Parcel by operation of law, the City and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the City owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees or other charges, are required to be paid or will be accrued by the City to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the City own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the City, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest,

City of Howell PACE Special Assessment Agreement

penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the City's Obligations.

The obligations of the City under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the City, unless waived in writing by the City:

(a) The City, the Property Owner and the Lender shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Property Owner or the City is a party, or shall be threatened in writing against the Property Owner or the City, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the City to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the City to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the City's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A.**

(f) The Property Owner and the Lender shall have authorized, executed and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

City of Howell PACE Special Assessment Agreement

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the City.

The City represents and warrants to the Property Owner that, as of the date of this Agreement:

(a) The execution and delivery of this Agreement has been duly authorized by the City, and this Agreement complies with the PACE Statute and constitutes a valid and binding agreement of the City, enforceable against the City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(b) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulation to which the City is subject, or any agreement to which the City is a party or by which the City is bound, or any order or decree of any court or governmental entity by which the City is subject.

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

Section 6.02 Representations and Warranties of the Property Owner.

The Property Owner represents and warrants to the City and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

(b) The execution and delivery of this Agreement will not result in a violation or default by the Property Owner of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order,

City of Howell PACE Special Assessment Agreement

judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and binding agreement enforceable against the Property Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

(e) Property Owner warrants and agrees that any contractual, legal or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the City, and Property Owner agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner warrants and agrees that any contractual, legal or other disputes between it and the contractor involved in the Improvements do not involve the Lender, and Property Owner agrees to hold the Lender and its agents harmless from any such disputes or causes of action.

(g) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the City that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the City, its agents, attorneys or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the City with respect to the Property Owner.

City of Howell PACE Special Assessment Agreement

(c) Lender warrants and agrees that any contractual, legal or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the City, and Lender agrees to hold the City and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

ARTICLE VII DEFAULT

Section 7.01 Property Owner Event of Default. If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the City, an “Event of Default” shall be deemed to have occurred under this Agreement; provided, however, that an uncured Payment Default under Section 4.05(a) shall be an Event of Default without additional opportunity to cure as provided in this Section 7.01.

Section 7.02 Remedies for Property Owner Event of Default. Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the City, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the City and any costs incurred by the City in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the City shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated. Future installments of the Special Assessment shall continue to be a lien on the Special Assessment Parcel in accordance with the General Property Tax Act until notice has been provided to the City by Lender that such amounts have been paid in full, including an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice.

Section 7.03 The City Default. If the City shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the City from the Property Owner or the Lender, a “City Default” shall be deemed to have occurred under this Agreement.

Section 7.04 Remedy for City Default. Upon the occurrence of a City Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek

City of Howell PACE Special Assessment Agreement

and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the City, including any costs or fees (including attorneys' fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a City Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a City Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

Section 7.05 Waiver. Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Term. Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however,* that any such assignment shall be made only in accordance with applicable law; *and provided further, however,* that no such assignment shall be effective unless the City shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the "Lender" for all purposes of this Agreement.

Section 8.03 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by first class, registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

City of Howell PACE Special Assessment Agreement

If to the City: City of Howell
611 East Grand River Avenue
Howell, MI 48843
Attn: City Manager

With a copy to: City of Howell PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Property Owner: The 645 Building, LLC
44090 W. 12 Mile Road
Novi, Michigan 48377

With a copy to: PLG FINANCE 1, LLC
800 LaSalle Ave Suite 1650
Minneapolis, Minnesota 55402

With a copy to: City of Howell PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Lender: PLG FINANCE 1, LLC
800 LaSalle Ave Suite 1650
Minneapolis, Minnesota 55402.

With a copy to: City of Howell PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.05 Entire Agreement. This Agreement constitutes the entire agreement between the City, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the City, on the one hand, and the Lender or the Property Owner, on the other hand.

City of Howell PACE Special Assessment Agreement

Section 8.06 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.07 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.08 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.09 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

Section 8.10 Binding Effect; No Third-Party Beneficiary. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

Section 8.11 Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

Section 8.12 Severability. If any provision of this agreement or the application to any person or circumstance is, determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

City of Howell PACE Special Assessment Agreement

IN WITNESS WHEREOF, the City of Howell, Property Owner, and Lender have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

PROPERTY OWNER:

THE 645 BUILDING, L.L.C.,

a Michigan limited liability company

By: _____
Name: GRACIAN J. SCHIMIZZI
Its: Manager

State of Michigan)
) ss
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by GRACIAN J. SCHIMIZZI, the Manager of The 645 Building, L.L.C., a Michigan limited liability company, on behalf of The 645 Building, L.L.C., a Michigan limited liability company.

Notary Public
_____ County, Michigan
My commission expires _____

City of Howell PACE Special Assessment Agreement

IN WITNESS WHEREOF, the City of Howell, Property Owner, and Lender have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

LENDER:

PLG FINANCE 1, LLC,
a Minnesota limited liability company

By: _____
Name: Raphael Golberstein
Its: Chief Manager

State of Minnesota)
) ss
County of Hennepin)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by RAPHAEL GOLBERSTEIN, the Chief Manager of PLG FINANCE 1, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires _____

City of Howell PACE Special Assessment Agreement

APPENDIX A PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural or multifamily residential with 4 or more dwelling units, real property within the City's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

There are no delinquent ad valorem taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application's submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the Project paid for by the assessment or 25 years. Projects that consist of multiple energy projects or environmental hazard projects with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM, and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to new construction energy project. MCL 460.939(p).

City of Howell PACE Special Assessment Agreement

APPENDIX B **SPECIAL ASSESSMENT PARCEL DESCRIPTION**

Parcel Numbers: 4717-35-202-093 (Parcels 1-6 below); 17-35-203-001 (Parcel 7 below); 17-35-203-002 (Parcel 8 below); 17-35-203-003 (Parcel 9 below); 17-35-203-004 (Parcel 10 below); 17-35-203-026 (Parcel 11 below); 17-35-203-027 (Parcel 12 below); 17-35-203-028 (Parcel 13 below); 17-35-203-029 (Parcel 14 below); 17-35-203-030 (Parcel 15 below).

Address: 645 West Grand River Ave., Howell, MI 48843

LEGAL DESCRIPTION:

The land located in City of Howell, County of Livingston, State of Michigan and described as follows:

Parcel 1: Lot 20 of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcel 2: Lots 21 and 22 of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcel 3: Lot 23 of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcel 4: Lot 24 of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcel 5: That part of Lot 31 described as: Beginning at the Northeasterly corner of Lot 31; thence Westerly to the Northwesterly corner of said Lot 31; thence Southerly along the Westerly line of said Lot 31, 51 feet; thence Southeasterly on a line parallel to the centerline of Grand River Road to the Easterly line of said Lot 31; thence Northerly along the Easterly line of said Lot 31 to the point of beginning, being a part of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcel 6: Lots 25, 26 and the Westerly 3 feet of Lot 27 of ASSESSOR'S PLAT NO. 1, according to the recorded plat thereof, as recorded in Liber 3 of Plats, page 39, Livingston County Records.

Parcels 1-6 above also being collectively described as follows:

PARCEL B: Beginning at the Northwest corner of Lot 20 being the intersection of the Easterly right of way line of George Street and the Northerly right of way line of West Grand River Avenue; thence along said Southerly right of way line of West Grand River South 73 degrees 00' 00" East 474.80 feet (measured as South 71 degrees 34' 30" East 475.04 feet) to the Westerly right of way line of Swann Court; thence running along said Swann Court South 18 degrees 00' 00" West (measured as South 18 degrees 00' 26" West) 200.00 feet; thence continuing along said Westerly right of way line of Swann Court South 37 degrees 00' 00" West (measured as South 37 degrees 14' 06" West) 34.80 feet; thence North 70 degrees 46' 58" West 36.89 feet; thence North 69 degrees 54' 21" West 41.67 feet; thence South 01 degrees 03' 31" West 185.00 feet; thence South 88 degrees 53' 17" East 65.95 feet; thence South 01 degrees 03' 31" West 132.00 feet to the Northerly right of way line of West

City of Howell PACE Special Assessment Agreement

Sibley Street; thence continuing along said Northerly line South 89 degrees 30' 00" West 366.00 feet (measured as North 88 degrees 53' 17" West 366.04 feet) to the Southwest corner of Lot 21 and the intersection of said Northerly right of way line of West Sibley Street and said Easterly line of George Street; thence continuing along said Easterly right of way line North 00 degrees 30' 00" West 652.60 feet (measured as North 01 degrees 03' 31" East 652.82 feet) to the point of beginning.

Parcel 7: Lot 1 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 8: Lot 2 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 9: Lot 3 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 10: Lot 4 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 11: Lot 26 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 12: Lot 27 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 13: Lot 28 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 14: Lot 29 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcel 15: Lot 30 of ASSESSOR'S PLAT NO. 3, a part of Sections 35 and 36, Town 3 North, Range 4 East, City of Howell, Livingston County, Michigan, according to the recorded plat thereof, as recorded in Liber 4 of Plats, pages 17 and 18, Livingston County Records.

Parcels 7-15 above also being collectively described as follows:

PARCEL A: Beginning at the Southwest corner of Lot 2, Being the intersection of the Easterly right of way line of Byron Road and the Northerly line of West Grand River Avenue; thence along the Easterly right of way line of Byron Road North 13 degrees 00' 00" West (measured as North 13 degrees 41' 39" West) 254.50 feet to the Northwest corner of Lot 30 and the Southerly right of way line of West Clinton Street; thence continuing along the Southerly right of way line of West Clinton Street North 78 degrees 20' 00" East (measured as North 78

City of Howell PACE Special Assessment Agreement

degrees 04' 14" East) 150.30 feet; thence continuing along the Southerly right of way line of West Clinton Street, North 88 degrees 37' 00" East 201.80 feet (measured as North 88 degrees 48' 57" East 201.99 feet) to the Northeast corner of Lot 26; thence along the East line of said Lot 26 South 00 degrees 01' 29" West 242.30 feet (measured as 244.45 feet) to the Northerly line of Lot 4; thence along said Northerly line of Lot 4 South 70 degrees 33' 00" East 5.50 feet to the Northeast corner of Lot 4; thence along the Easterly line of said Lot 4 South 19 degrees 27' 00" West 132.00 feet to the Southeast corner of said Lot 4 and the Southerly right of way line of North 70 degrees 33' 00" West 265.00 feet to the point of beginning.

City of Howell PACE Special Assessment Agreement

APPENDIX C
SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Numbers: 4717-35-202-093; 17-35-203-001; 17-35-203-002; 17-35-203-003; 17-35-203-004; 17-35-203-026; 17-35-203-027; 17-35-203-028; 17-35-203-029; 17-35-203-030.

Address: 645 West Grand River Ave., Howell, MI 48843

City: Howell

Owner: THE 645 BUILDING, L.L.C.

Assessment: \$2,600,000.00

Percent: 100%

I certify that the above is the special assessment roll created for the PACE project referenced in this document in the applicable county, city, village, or applicable entity in the State of Michigan, subject to payment of the special assessment as outlined in Appendix D of this document.

Peter Augustino – Howell City Assessor

Dated

City of Howell PACE Special Assessment Agreement

APPENDIX D PAYMENT SCHEDULE

Installment Number	Invoice Due Date	Payment Due	Interest Due	Principal Due	PACE Principal Remaining	Servicing Fee	Total Semi-Annual PACE Installment
-					\$2,600,000.00	-	-
-	7/15/2024				\$2,600,000.00		
-	1/15/2025				\$2,600,000.00		
-	7/15/2025				\$2,600,000.00		
1	1/15/2026	\$127,014.30	\$109,180.05	\$17,834.24	\$2,582,165.76	\$3,276.71	\$130,291.01
2	7/15/2026	\$127,014.30	\$106,663.25	\$20,351.04	\$2,561,814.72	\$3,201.18	\$130,215.47
3	1/15/2027	\$127,014.30	\$107,576.57	\$19,437.73	\$2,542,376.99	\$3,228.59	\$130,242.88
4	7/15/2027	\$127,014.30	\$105,019.67	\$21,994.62	\$2,520,382.36	\$3,151.85	\$130,166.15
5	1/15/2028	\$127,014.30	\$105,836.72	\$21,177.57	\$2,499,204.79	\$3,176.37	\$130,190.67
6	7/15/2028	\$127,014.30	\$103,806.70	\$23,207.60	\$2,475,997.19	\$3,115.45	\$130,129.74
7	1/15/2029	\$127,014.30	\$103,972.89	\$23,041.41	\$2,452,955.78	\$3,120.43	\$130,134.73
8	7/15/2029	\$127,014.30	\$101,325.89	\$25,688.41	\$2,427,267.38	\$3,040.99	\$130,055.29
9	1/15/2030	\$127,014.30	\$101,926.61	\$25,087.69	\$2,402,179.69	\$3,059.02	\$130,073.32
10	7/15/2030	\$127,014.30	\$99,228.45	\$27,785.85	\$2,374,393.84	\$2,978.04	\$129,992.34
11	1/15/2031	\$127,014.30	\$99,706.33	\$27,307.97	\$2,347,085.87	\$2,992.39	\$130,006.68
12	7/15/2031	\$127,014.30	\$96,952.65	\$30,061.64	\$2,317,024.23	\$2,909.74	\$129,924.04
13	1/15/2032	\$127,014.30	\$97,297.24	\$29,717.05	\$2,287,307.17	\$2,920.09	\$129,934.38
14	7/15/2032	\$127,014.30	\$95,005.34	\$32,008.96	\$2,255,298.22	\$2,851.30	\$129,865.60
15	1/15/2033	\$127,014.30	\$94,705.22	\$32,309.07	\$2,222,989.15	\$2,842.29	\$129,856.59
16	7/15/2033	\$127,014.30	\$91,826.50	\$35,187.79	\$2,187,801.35	\$2,755.90	\$129,770.19
17	1/15/2034	\$127,014.30	\$91,870.87	\$35,143.42	\$2,152,657.93	\$2,757.23	\$129,771.53
18	7/15/2034	\$127,014.30	\$88,921.29	\$38,093.01	\$2,114,564.92	\$2,668.71	\$129,683.00
19	1/15/2035	\$127,014.30	\$88,795.51	\$38,218.79	\$2,076,346.13	\$2,664.93	\$129,679.23
20	7/15/2035	\$127,014.30	\$85,769.02	\$41,245.27	\$2,035,100.86	\$2,574.10	\$129,588.40
21	1/15/2036	\$127,014.30	\$85,458.62	\$41,555.67	\$1,993,545.19	\$2,564.78	\$129,579.08
22	7/15/2036	\$127,014.30	\$82,803.67	\$44,210.62	\$1,949,334.56	\$2,485.10	\$129,499.40
23	1/15/2037	\$127,014.30	\$81,857.10	\$45,157.20	\$1,904,177.37	\$2,456.70	\$129,470.99
24	7/15/2037	\$127,014.30	\$78,657.13	\$48,357.16	\$1,855,820.20	\$2,360.66	\$129,374.95
25	1/15/2038	\$127,014.30	\$77,930.21	\$49,084.08	\$1,806,736.12	\$2,338.84	\$129,353.14
26	7/15/2038	\$127,014.30	\$74,632.06	\$52,382.23	\$1,754,353.88	\$2,239.86	\$129,254.15
27	1/15/2039	\$127,014.30	\$73,669.41	\$53,344.89	\$1,701,008.99	\$2,210.97	\$129,225.26
28	7/15/2039	\$127,014.30	\$70,264.72	\$56,749.58	\$1,644,259.41	\$2,108.79	\$129,123.08
29	1/15/2040	\$127,014.30	\$69,046.28	\$57,968.01	\$1,586,291.40	\$2,072.22	\$129,086.51
30	7/15/2040	\$127,014.30	\$65,888.03	\$61,126.27	\$1,525,165.13	\$1,977.43	\$128,991.73
31	1/15/2041	\$127,014.30	\$64,045.24	\$62,969.06	\$1,462,196.07	\$1,922.13	\$128,936.42
32	7/15/2041	\$127,014.30	\$60,399.91	\$66,614.38	\$1,395,581.69	\$1,812.72	\$128,827.02
33	1/15/2042	\$127,014.30	\$58,603.73	\$68,410.57	\$1,327,171.12	\$1,758.82	\$128,773.11
34	7/15/2042	\$127,014.30	\$54,822.35	\$72,191.95	\$1,254,979.17	\$1,645.33	\$128,659.62
35	1/15/2043	\$127,014.30	\$52,699.50	\$74,314.80	\$1,180,664.37	\$1,581.62	\$128,595.91
36	7/15/2043	\$127,014.30	\$48,770.50	\$78,243.80	\$1,102,420.57	\$1,463.70	\$128,478.00
37	1/15/2044	\$127,014.30	\$46,293.21	\$80,721.09	\$1,021,699.48	\$1,389.35	\$128,403.65
38	7/15/2044	\$127,014.30	\$42,437.20	\$84,577.10	\$937,122.38	\$1,273.63	\$128,287.92
39	1/15/2045	\$127,014.30	\$39,351.95	\$87,662.35	\$849,460.03	\$1,181.03	\$128,195.33
40	7/15/2045	\$127,014.30	\$35,089.22	\$91,925.08	\$757,534.95	\$1,053.10	\$128,067.39
41	1/15/2046	\$127,014.30	\$31,810.66	\$95,203.64	\$662,331.31	\$954.70	\$127,969.00
42	7/15/2046	\$127,014.30	\$27,359.36	\$99,654.93	\$562,676.38	\$821.11	\$127,835.41
43	1/15/2047	\$127,014.30	\$23,628.09	\$103,386.20	\$459,290.18	\$709.13	\$127,723.42
44	7/15/2047	\$127,014.30	\$18,972.21	\$108,042.09	\$351,248.09	\$569.39	\$127,583.69
45	1/15/2048	\$127,014.30	\$14,749.73	\$112,264.57	\$238,983.52	\$442.67	\$127,456.97
46	7/15/2048	\$127,014.30	\$9,926.39	\$117,087.90	\$121,895.61	\$297.91	\$127,312.21
47	1/15/2049	\$127,014.30	\$5,118.68	\$121,895.62	\$-	\$153.62	\$127,167.92

City of Howell PACE Special Assessment Agreement

APPENDIX E DESCRIPTION OF IMPROVEMENTS

Efficiency & Conservation Measures (ECMs)	Installed Cost	Annual Savings	Payback (Years)	SIR
1 Building Envelope <i>It is assumed that there is no attic insulation in the existing roof. Code minimum for the new atrium roof is R-30 above deck. There are no plans to upgrade insulation to the existing roof, but the new atrium will have R-40 roof insulation above deck. Existing walls are 8" CMU block and have no insulation. Code minimum for the new atrium exterior walls is R-20. There are no plans to upgrade insulation to the existing walls and the new atrium will have R-19 wall insulation.</i>	\$134,629	\$3,659	36.8	1.93
2 ENERGY STAR Windows <i>Existing windows are over 30 years old and have been rated at a 0.6 U value. Code minimum for the new atrium windows is 0.38 U value for metal fixed windows. Specified design calls for U-0.245 ENERGY STAR windows.</i>	\$617,500	\$26,088	23.7	1.55
3 Heating, Ventilation & Air Conditioning <i>Existing heating system are old boilers that provide heat to various unit heaters and baseboard throughout building. Specified design calls for (3) 98% AFUE boilers and (2) 80% AFUE gas RTUs feed VAV boxes with ECM motors. Perimeter baseboard removed. DDC controls added. Existing cooling system is an old chiller. Specified design calls for the removal of the chiller and (2) new RTU cooling systems rated at 10.2 & 12.1 EER to be installed in its place. DDC controls added.</i>	\$841,055	\$21,277	39.5	0.58
4 Domestic Hot Water (DHW) & Fixtures <i>Existing DHW system is an old gas tank central water heater. Specified design calls for new electric water heaters rated at 0.92 UEF. Existing toilets are 3.5 gpf and existing lavatory faucets are 2.5 gpm. Specified design calls for 1.6 gpf toilets and 1.5 gpm lavatory faucets with sensors.</i>	\$175,688	\$7,085	24.8	1.48
5 Lighting Systems & Controls <i>Existing lighting is a mix of incandescent and fluorescent light fixtures. 1.3 w/sf was the metric used to design the existing model. Specified design calls for all light fixtures to be converted to LED. 0.78 w/sf was the metric used to design the proposed model. Note: LED lighting has a longer useful life than other light sources; as a result, annual maintenance savings of \$0.66/square foot (interior) were included in the total savings estimate, which represents the materials and labor cost for replacing existing lighting on burnout versus LED lighting. See appendix for further details.</i>	\$527,250	\$113,039	4.7	4.89
Totals	\$2,296,121	\$171,148	13.4	2.22

APPENDIX F

PACE Program Application

Property and Property Owner Information

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)
Parcel #: TBD (Combining Parcels)
Address: 645 West Grand River Ave., Howell, MI 48843
Owner: THE 645 BUILDING, L.L.C.

2. **Property Type** (double-click to check all that apply)

Agricultural

Commercial

• Type of commercial property – **Medical Office**

Industrial

Nonprofit

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: Acqaira Realty Holdings
Signatory Name: Joseph Schimizzi
Address: 44090 W. 12 Mile Road - Novi, MI 48377
E-mail Address: jschimizzi@acquirarealty.com
Telephone Number: 888.560.5540, ext. 101

4. **Property Owner(s) Type**

Individual LLP

Corporation 501(c)3

LLC

Other _____

5. **Property Valuation**

State Equalized Value (SEV):

Date of SEV:

Valuation (per Appraisal): \$13,200,000

Date of Appraisal: November 2nd, 2022

6. **Existing Liens Against Property** (tax, special assessment, water or sewer charges, etc.)

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ _____

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ 1,500,000	Comerica Bank
Additional Debt on Property	\$ 1,250,000	Comerica Bank (Line of Credit)

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

City of Howell PACE Special Assessment Agreement

Energy Project Information

1. PACE Project Developer (Lean & Green Michigan can make referrals if necessary.)

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. Overall Energy Project Cost: \$2,296,121

3. Savings to Investment Ratio* (as provided in Savings Guarantee)

3a. Year 1: _____
3b. Overall: _____

4. Useful Life of Energy Project Measures: 25 years

5. User ID for Energy Star Portfolio Manager (for property): _____

PACE Loan Details

1. PACE Lender/Capital Provider (Lean & Green Michigan can make referrals if necessary.)

Name: PACE Loan Group
Address: 10050 Crosstown Circle, Suite 100 Eden Prairie, MN 55344
E-mail Address: parag@paceloangroup.com
Telephone Number: 310-409-7927

2. Requested Assessment Amount

Energy Project Cost:	\$ 2,000,000
Energy Audit	\$ 6,500
Engineering/Architect Plans	\$ _____
Building Permit Fees	\$ _____
Other (Please explain)	\$ 337,709 (Capitalized Interest and Closing Fees)
Total Assessment Amount:	\$ 2.344.209 (Total of all lines above)

3. Requested Assessment Repayment Period: 25 years

4. Interest Rate Offered by Lender: 10Y UST + 380 bps

All Attachments to Application:

- Appraisal (Attached)
- Baseline energy audit, including useful life calculations of individual measures (Attached)
- Cash flow analysis*
- Savings guarantee* (TBD)
- Lender Consent from mortgage holder (Verbal Consent Received)
- Mortgage statement (TBD)
- Property tax record (TBD)
- Title report (Attached)

City of Howell PACE Special Assessment Agreement

APPENDIX G FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the PACE Special Assessment Agreement (“**Assignment**”), dated effective as of _____ (the “**Effective Date**”), is made by PLG FINANCE 1, LLC, a Minnesota limited liability company (“**Assignor**”) to _____ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of Ten Dollars and No Cents (\$10.00), the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the PACE Special Assessment Agreement (Parcel [_____]), as described in **Exhibit A**, attached hereto) entered into by Assignor, The 645 Building, L.L.C., a Michigan limited liability company, and City of Howell on _____, 2024 (“PACE Special Assessment Agreement”), and the related Financing Documents, as such term is defined in the Assessment Agreement (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from and/or [SERVICER] attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the PACE Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the PACE Special Assessment Agreement, Assignee shall be a party to the PACE Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the PACE Special Assessment Agreement.

City of Howell PACE Special Assessment Agreement

5. All notices, certificates or communications provided pursuant to the PACE Special Assessment Agreement to Assignee shall be delivered as provided in the PACE Special Assessment Agreement to:

(Name)

(Address)

(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

Its: _____

City of Howell PACE Special Assessment Agreement

APPENDIX H
FORM OF LENDER CONSENT
(Attached)

LENDER CONSENT

Lender Consent and Acknowledgement of Owner Participation in City of Howell, Michigan PACE Program

This Lender Consent is granted May 30, 2024, by Bank of Ann Arbor, a Michigan banking corporation, whose address is 125 S. Fifth Avenue, Ann Arbor, Michigan 48104 (the "Lender"), and for the benefit of The 645 Building, L.L.C., a Michigan limited liability company, d/b/a Howell Health Hub (the "Property Owner"), and the City of Howell, Michigan (the "City") in the State of Michigan.

A. Pursuant to the City of Howell's Property Assessed Clean Energy ("PACE") Program (the "Program"), the Property Owner has applied to the Program to finance certain PACE-eligible improvements on the Property Owner's real property, described as 645 W. Grand River Ave., Howell, MI 48843 (the "Property"). The Property Owner desires to enter into a PACE Special Assessment Agreement with the City and PLG Finance 1, LLC (together with its successors and/or assigns "PACE Lender") pursuant to which the PACE financing will be paid back as an assessment on the Property. The related payment terms shall consist of the following:

- Total Special Assessment: \$2,600,000
- Annual interest rate not to exceed: 10.5%
- Term of repayment period: 25 years
- Payments per year: 2

B. Property Owner has obtained a commitment letter from Lender for certain financing of up to \$3,500,000, as set forth in a Commitment Letter dated March 11, 2024 ("Financing"), which, if closed, will be secured by, without limitation, a first mortgage and assignment of leases and rents covering the Property (the "Security Instruments"). Notwithstanding anything contained herein to the contrary, this consent in no way constitutes an agreement or commitment by Lender to make any loan or extend any type of financing to the Property Owner. This lender consent is being provided at the Property Owner's and Pace Lender's request to expedite the Property Owner's PACE financing application.

C. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property, notice of which shall be recorded against the Property in the Office of the County Clerk/Register of Deeds for Livingston County, and which assessment, together with interest and any penalties, shall constitute a lien on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

D. Lender acknowledges that it has been informed of the Property Owner's participation in the Program, and Lender hereby consents to the assessment and agrees that Property Owner's execution of the PACE Special Assessment Agreement, with the terms set forth above, will not constitute a default under Lender's Security Instruments or other related loan documents, if and when entered into.

E. Lender understands that, pursuant to applicable state law, the assessment described above in Section A constitutes a special assessment against the property tax of the property and has the same priority and status as other property tax and assessment liens.

F. Lender further understands that the only amounts that are due and payable with respect to the PACE financing in the event of a default of the PACE Special Assessment are the amounts that are past due and outstanding, and that any future installments shall not accelerate and shall come due in accordance with the schedule laid out in the PACE Special Assessment Agreement, such schedule summarized in Section A above.

G. Execution of this Consent and Acknowledgement by Lender's representative shall constitute Lender's consent to the Property Owner's participation in the Program.

H. PACE Lender acknowledges and agrees that if Lender closes on the Financing, or provides any other loan to the Property Owner secured by a lien on the Property, that PACE Lender shall not advance or loan dollars in excess of the amount of the PACE Special Assessment, re-advance any portion of the PACE Special Assessment that has been repaid to PACE Lender or otherwise, make any further special assessments upon the Property, or provide any other type of financing to the Property Owner secured by a lien on the Property without, in each instance, first obtaining the prior written consent of Lender, which consent shall be at Lender's sole and absolute discretion. Additionally, PACE Lender shall provide Lender with written notice of any default by Property Owner (at the address of Lender set forth above) with respect to the PACE Special Assessment, including a payment default, within forty-five (45) days of the date of any uncured default.

Lender

Bank of Ann Arbor

By: 
Name: Mark Nowacki
Its: Vice President

Dated May 30 2024

PACE Lender

PLG Finance 1, LLC

By: 
Name: Raphael Golberstein
Its: Chief Manager

Dated: 6/10/2024

City of Howell PACE Special Assessment Agreement

APPENDIX I

**FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE
(Attached)**

WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings (“Waiver”) is acknowledged on this 28 day of May, 2024 by The 645 Building, LLC d/b/a/ Howell Health Hub.

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, the City of Howell established the City of Howell PACE Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
- B. The 645 Building, LLC d/b/a Howell Health Hub (“Property Owner”) has elected to participate in this program and plans to enter into a Special Assessment Agreement with the City of Howell and PACE Loan Group for the purpose of financing the installation of energy saving improvements on its property.
- C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the property owner, the contractor must guarantee to the property owner that the project will achieve a savings-to-investment ratio greater than one, and agree to pay the property owner for any shortfall in savings, on an annual basis.
- D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

The 645 Building, LLC d/b/a Howell Health Hub

[Signature]
By: G. Joseph Schimizzi
Its: Managing Member

State of Michigan)

Oakland County)



The foregoing instrument was acknowledged before me this 28 day of May, 2024, by G. Joseph Schimizzi the President/CEO of Howell Health Hub on behalf of _____.

Robin Slawnyk-Bemis
Notary Public
Oakland County, Michigan
My commission expires August 2025



**CITY OF HOWELL
MEMORANDUM**

TO: MAYOR & CITY COUNCIL
FROM: KYM LOCKHART, PUBLIC INFORMATION OFFICER
DATE: JULY 2, 2024
RE: CIVIC EVENT APPLICATION, RACE FOR RECOVERY

Attached is the completed Civic Event Application for the 2024 Race for Recovery, submitted by Megan Crainer on behalf of Livingston County Community Alliance. This event will take place on Saturday, August 10, 2024, with set up beginning at 7:30 am and clean up complete at 1 pm.

The staff has reviewed the application, and their comments are attached.

In compliance with the City's Civic Event Policy, the sponsoring organization will be billed 50% of the cost for any city services utilized.

ACTION REQUESTED:

A motion to approve the Civic Event Application submitted by Megan Crainer for the 2024 Race for Recovery, scheduled for August 10, 2024, incorporating staff comments.

REVIEWED & APPROVED FOR SUBMISSION:

Ervin J. Suida
City Manager

CITY OF HOWELL
CIVIC EVENT APPLICATION
STAFF RECOMMENDATIONS AND COMMENTS

EVENT TITLE: Race for Recovery– 2024

Public Services:

Mike Spitler

Comments:

No comments and zero cost for DPW.

Police:

Mike Dunn

Comments:

No comments. No costs.

Fire:

Jamil Czubenko

Comments:

No comment and no cost.

Community Development:

Kristi Troy

Comments:

No cost. My only comment is that all the signs must be picked up at the end of the event.

Downtown Development:

Kate Litwin

Comments:

No comments from DDA

CITY OF HOWELL

CIVIC EVENT APPLICATION

Complete and return this application to the City Clerk's Office
 Please refer to the Civic Event Policy for application deadlines
 *** A new application must be submitted each year.

*** FEES FOR CITY SERVICES WILL BE ASSESSED AT A MINIMUM OF 50% OF THE COST FOR ALL EVENTS

EVENT			
Event Name: <u>Race for Recovery</u>			
Event Purpose: <u>Awareness</u>			
SPONSORING ORGANIZATION INFORMATION			
Legal Business Name: <u>Livingston County Community Alliance</u>			
<input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For Profit <input type="checkbox"/> City Operated/Sponsored <input type="checkbox"/> Co-Sponsored			
Address: <u>2020 E Grand River St.</u>		City: <u>Howell</u>	State/Zip: <u>MI</u>
Mailing Address:		City:	State/Zip:
Telephone: [REDACTED]		Email Address: <u>megan.c@livingstoncc.org</u>	
Contact Name: <u>Megan Crainer</u>		Title: <u>Substance Use Prevention</u>	
Telephone:		Cell Phone: <u>5179748506</u>	Email Address:
CONTACT PERSON ON DAY OF EVENT			
Name: <u>Sarah McGeorge</u>		Title: <u>Director of Prevention</u>	
Address: <u>2020 E Grand River Ave Ste 104</u>		City: <u>Howell</u>	
Telephone: [REDACTED]		Cell Phone:	Email Address: <u>Sarahm@livingstoncc.org</u>
TYPE OF EVENT (Check One)			
<input checked="" type="checkbox"/> Marathon/Race <input type="checkbox"/> Block Party <input type="checkbox"/> Political or Ballot Issue Event <input type="checkbox"/> Video or Film Production			
<input type="checkbox"/> Festival/Fair <input type="checkbox"/> Wedding <input type="checkbox"/> Other (describe) _____			
EVENT INFORMATION			
Event Date(s): <u>August 10, 2024</u>			
Rain Date(s): <u>none</u>			
Event Location(s): Describe & Attach Map <u>Scotfield Park 5K, Scotfield Pavilion</u>			
Event Hours(s): <u>8:30am - 12pm</u>			
Estimate date/time for set up: <u>Aug 10, 2024 7:30am</u>			
Estimate date/time for clean up: <u>Aug 10, 2024 12pm</u>			
Describe set up and clean up procedures: <u>setup tables, speakers, start/finish line</u> <u>Setup signs around route.</u>			

EVENT INFORMATION (Continue)

Estimated Attendance: **60**

Describe crowd control plans for this event:

Volunteers will manage crowd around park.

Describe the Civic Event's impact on adjacent commercial and residential property:

no impact as participant will be running through neighborhood by main st (grandriver)

Will sidewalks be used? YES NO *If yes, include a detailed map outlining the proposed sidewalk use.*

Describe sidewalk use:

Sidewalks on streets will be used.

Will street closures be necessary? YES NO

If yes, include a detailed map including road closures and emergency vehicle access.

Road will not be closed. Sign will be posted so that AM park traffic is aware of runners.

Describe street closures:

Street closed: date/time:

Street re-open: date/time:

If the proposed event is a parade, list the point of origin, path, termination point and the number of entries.

Will parking lot closures be necessary? YES NO

If yes, include a detailed map indicating proposed closures.

The lot will be open

Parking lot(s) location:

Parking lot(s) closed: date/time:

Parking lot(s) re-open: date/time:

What parking arrangements are proposed to accommodate attendance?

Park + Beach

Will music be provided/included during the event? YES NO

Music must conform to City Ordinance.

Describe type of music proposed: Live Amplification Recorded Loudspeakers

Proposed time music will begin: **9 am**

Proposed time music will end: **12:30pm**

Proposed location of live band/disc jockey/loudspeakers/equipment:

Rented Scofield pavilion, Will purchase parking passes

Describe noise control:

Law enforcement if needed, but will self monitor and don't suspect they would be needed.

EVENT INFORMATION (Continue)

Will the event require the use of any of the following municipal equipment? YES NO

- Barricades Quantity:
- Traffic Cones Quantity:
- Other (describe) Quantity:

Will the following be constructed or located in the event area?

No stakes of any kind allowed on asphalt.

- | | | | |
|------------------------------------|-----------|------------------------------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Booths: | Quantity: | <input checked="" type="checkbox"/> Tables: Registration + Info | Quantity: 3 |
| <input type="checkbox"/> Tents: | Quantity: | <input type="checkbox"/> Rides: | Quantity: (tables in pavilion) |
| <input type="checkbox"/> Awnings: | Quantity: | <input type="checkbox"/> Other (describe) | Quantity: |
| <input type="checkbox"/> Canopies: | Quantity: | <input type="checkbox"/> *Portable Toilets: | Quantity: |
- *May be required depending on event

You must attach a plan of the proposed layout. Include the proposed location of booths, tents, tables, rides, routes, portable toilets, etc.

Will the event have kiddie rides, inflatables, amusement rides, live animals, **or other forms of entertainment**?

YES NO *If yes, additional insurance coverage will be required.*

If yes, describe in detail the types of attractions / entertainment proposed:

Will electric services be needed? YES NO If yes, describe in detail.

Outlets for speakers

Will other utilities be needed? YES NO If yes, describe in detail.

Will other City facilities be needed? YES NO If yes, describe in detail.

Bathrooms

Will the event have food, beverage or concessions? YES NO *If yes, please attach copy of valid Food License*

Describe:

Do you plan to have alcohol served at this event? YES NO *If yes, Liquor Liability Insurance is required, as well as a Special License from the Michigan Liquor Control Commission*

If yes, describe measures to be taken to prohibit the sale of alcohol to minors.

Do you plan to have special event signs? YES NO *Signs must conform to City ordinance.*

Describe signs proposed locations, etc.

Directional signs

APPLICATION CHECK LIST (failure to provide necessary documentation will delay application review and approval)

I have attached the following items:

- Completed Application
- Event Map (include detailed event layout and boundaries for all activities)
- Detailed Plan showing road closures, sidewalk uses, etc.
- Certificate of Insurance and Indemnification (due to City Clerk's Office 30 days prior to first day of event)
- Event Signage (description & location)
- Schedule of activities for event
- Driver's License of Applicant

If document is missing, please explain: *Will provide as event is closer. Still planning*

The applicant and sponsoring organization understands and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Howell as an additional insured on all applicable policies, and submit the certificate to the City Clerk's Office no later than thirty (30) days prior to the event.

Execute the attached Indemnification Agreement on the **sponsoring organizations letterhead** and submit it to the City Clerk's Office at the time of application.

Comply with all City and County ordinances, policies and applicable State & Federal laws, and acknowledges that the Civic Event permit does not relieve the applicant or sponsoring organization from meeting any application requirements of law or other public bodies or agencies. All sponsors are required to comply with the Americans with Disabilities Act when applicable. The ADA does not require the City of Howell to take any action that would fundamentally alter the nature of its services, programs, activities, and facilities, or impose undue financial or administrative burden.

Promptly pay any billing for City services which may be rendered or deemed necessary as part of the event and event approval. For new events, a 75% deposit of estimated fees are required 30 days before the event.

Applicant and sponsoring organization further understands the approval of this civic event may include additional requirements and/or limitations based on the City's review of this application, in accordance with the City's Civic Event Policy. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and the City Council approval will be necessary. The applicant agrees the sponsoring organization will operate the event in conformance with the written approval.

Any changes to the event after submitted or approved will require additional reviews and approval.

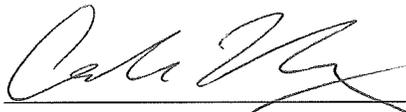
Applicant understands that he/she (or the sponsoring organization) is responsible for contacting the Michigan Liquor Control Commission and or the Livingston County Health Department to secure any and all permits required for this event.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of the Civic Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Applicant Signature 	Date <i>3/20/24</i>
Complete this application and return it, along with all required documentation, to the City Clerk's Office prior to the application deadline. Please note that a new application must be submitted each year.	Application Receipt Date

INDEMNIFICATION AGREEMENT

The Liveston County Catholic Charities (**event sponsor**) agrees to defend, indemnify, and hold harmless the City of Howell, Michigan, from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Race for Recovery (**event name**) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Howell or by third parties, or by the agents, servants, employees or factors of any of them.

Signature  Date 3/20/24
Printed Name Adam Perry Title Executive Director
Witness Megan Crainer Date 3/26/24
Printed Name Megan Crainer

Race for Recovery Schedule of Events

7:00am Set Up

7:45am Runners Arrive

8:00am Registration

9:00am Race Begins

10:30am Closing Remarks

11:00am-1:00pm Clean Up



**CITY OF HOWELL
MEMORANDUM**

TO: MAYOR & CITY COUNCIL
FROM: ERVIN J SUIDA, CITY MANAGER
DATE: JULY 3, 2024
RE: CITY MANAGER REVIEW

Pursuant to the Michigan Open Meetings Act I am requesting a closed session at the July 8, 2024 meeting for the City Manager's review.

ACTION REQUESTED:

A motion to enter closed session to discuss the City Manager's review on a roll call vote.