Members and other officials normally in attendance:

1. Nick Proctor
   Mayor
2. Brian Walker
   President
3. Marc Harlow
   Vice-President
4. Kathryn Tuck
   Treasurer
5. Richard Lim
   Secretary
6. Mary Helfmann
7. Jonathan Myers
8. Cathleen Edgerly
   Director
9. Kate Litwin
   Outreach Coordinator

1. Meeting Called to Order
2. Citizen's Comments (items not on the agenda)
3. Approval of DDA Minutes - (Motion required to place minutes on file)
   - Minutes of Executive Committee meeting on June 10, 2019
   - Minutes of Regular May Meeting
4. Correspondence
5. Reports
   - Director Report-Marc Harlow giving updates
   - President's Report –Brian Walker
   - Treasurer's Report – Kathryn Tuck
     (Motion required to place reports on file)
6. Payment of Bills-Board
   Motion to pay the bills in the amount of $95984.79 plus payroll for the month of June and July
7. Discussion/Action Items:
   a. State Street & Other City Updates (Nick/Cathleen)
      Discussion
   b. Brownfield Request – The Pearl
      Action Required
   c. RRC Priority Sites Update
      Discussion
   d. Resignation – DDA Director
      Action
8. Business Updates:
9. Absences:
10. Action Items/New Business:
11. Motion to Adjourn
    (Motion Required for Adjournment)

**Next Board Meeting: August 28, 2019**

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Welcome!

Visitors are cordially invited to attend all meetings of the DDA.

If you wish to address the Board, you will be recognized by the President during Citizen's Comments.

Please refer to the printed guidelines at the bottom of the agenda.
HOWELL DOWNTOWN DEVELOPMENT AUTHORITY REGULAR MEETING
WEDNESDAY, MAY 22, 2019
CITY COUNCIL CHAMBER

MISSION STATEMENT:
The Howell DDA is a volunteer-led organization focused on creating a vibrant, strong, and economically viable downtown. Our mission is accomplished throughout our commitment to historic preservation, infrastructure improvements, quality events, and promoting downtown Howell as the heart and hub of the community.

Members in Attendance: Brian Walker, Marc Harlow, Richard Lim, Kathryn Tuck, Mayor Nick Proctor, Mary Helfmann
Not Present: Jonathan Myers
Staff: Cathleen Edgerly, Kate Litwin
Guests: Danica Katnik, WHMI

MEETING CALLED TO ORDER: President Walker called the meeting to order at 6:31 p.m.

CITIZENS COMMENTS: None

APPROVAL OF MEETING MINUTES:
MOTION by R. Lim, SUPPORT from K. Tuck to approve Executive Committee meeting minutes from April 8, 2019. MOTION CARRIED.

MOTION by Mayor Proctor, SUPPORT from K. Tuck to approve the Regular Meeting minutes from February 27, 2019. MOTION CARRIED.

CORRESPONDENCE: None

DIRECTOR’S REPORT: C. Edgerly
Director Edgerly reminded the Board that she will attend the Michigan Downtown Association (MDA) training in Petoskey next week, and then a Michigan Main Street (MMS) training in Owosso on June 3 and 4. If anyone is interested in attending the latter, please let staff know. She also thanked everyone who volunteered during the Food Truck Rally, which was a huge success with record attendance, leading to trucks selling out of food completely, and HMS running out of beer to serve. It was a fantastic, well-received event. Lastly, C. Edgerly congratulated B. Walker on his recent marriage and the entire Board echoed the sentiment and wished Mr. and Mrs. Walker many happy years together.

President’s Report: B. Walker reiterated Director Edgerly’s comments about the Food Truck Rally and also mentioned the positive outcome of Art Week in downtown Howell. The murals are fantastic and the entire week was full of activity, art, and lots of community participation. He thanked all involved in making the project successful. Lastly, B. Walker reminded the Board that he will miss the June DDA meeting because he will be on his honeymoon.
Treasurer’s Report:  K. Tuck
K. Tuck reported that there really wasn’t anything unexpected as the fiscal year draws to an end. There are a few line items that aligned as if we are over budget, but it just exceeded what was expected for the month and they will be adjusted soon as we wrap up the fiscal year. In all, everything looks good as the year closes.

MOTION by Mayor Proctor, SUPPORT from R. Lim to place Officers’ Reports on file.  MOTION CARRIED.

MOTION by Mayor Proctor, SUPPORT from M. Helfmann to pay bills in the amount of One Thousand Eight Hundred Ninety Eight dollars and Eighty Nine cents ($1,898.89) plus payroll, for the month of May.  MOTION CARRIED.

Discussion/Action Items:

State Street & City Updates: Mayor Proctor/C. Edgerly

C. Edgerly reported that the State Street project began a day or two later than expected, and there have been a few surprises with hook ups and some gas issues, but all will be resolved within the next couple of days. So far good progress has been made. The first on-site construction meeting will take place next Wednesday with business owners. DPS crew is doing a great job of notifying business and property owners quickly if/when issues arise.

Mayor Proctor provided a quick update on the City Manager hiring process now that Shea Charles is leaving this role. The City will contract with the Michigan Municipal League (MML) for an executive search, which should take roughly 120 days. Representatives from the MML think there will be good interest and qualified candidates. Erv Suida will fill in as Interim City Manager until a replacement is found or end of the calendar year, whichever comes first. The City hopes to have someone in place by October. MML will meet with Council, City Staff, and department heads for input, and Mayor Proctor hopes to have a ‘meet and greet’ in late summer/early fall with the candidates and the community (a select group) to get to know the finalists.

Budget Adoption: C. Tuck
K. Tuck reviewed the budget briefly indicating the total budget for adoption is just over $450,000. The budget does include funds set aside for a possible parking study, however those funds do not have to be spent if the Board decides to not pursue the study during FY 19/20.

MOTION by Nick, SUPPORT from formally adopt FY 19/20 budget to take effect July 1, 2019. Richard. MOTION CARRIED.

Trash Downtown: C. Edgerly

Trash has been discussed at length amongst city staff and DDA staff, with regard to the quantity of receptacles downtown, their use/misuse, etc. Staff evaluated examples from other similar communities, which generally have 12-15 throughout their downtowns. Staff has decided to try reducing number of receptacles from 47 down to 10-12 to encourage businesses, residents, and guests to dispose of their garbage in the proper locations. City crews will empty garbage daily and this will even save $450/month. Erv and Cathleen will have face-to-face conversations with business owners to explain the plan and determine a plan for handling any issues which may arise. Special event trash will be handled through the use of special containers and/or dedicated pick up.
**Downtown Howell Website:  C. Edgerly**

Recently staff was notified that there is an ADA Compliance standard for websites related to municipalities and the joint DDA/HMS website is “a hot mess” and not in compliance. The IT Director and City Manager received quotes in the range of $3,000 to $6,000 to update the website. There is an option to simply move the DDA specific information to a dedicated page on the City’s website and leave downtownhowell.org as the HMS site, which does not have to follow ADA standards. Consensus was reached to go with moving DDA related items to the City website as long as staff is sure that HMS doesn’t have to comply with the ADA rules. Staff will research and advise the Board at next meeting.

**HMS Updates:  C. Edgerly**

C. Edgerly provided an update on quarterly happenings with Howell Main Street Inc. including:

- **Art Project Art Week**: This was a major undertaking an accomplishment for volunteers and staff to bring all of the pieces together and get the project completed successfully. The City was full of energy and enthusiasm which HMS hopes will carry throughout the summer and into the next component in September. HMS wants to bring the Art Walk and LuminoCity to fruition.

- **Rock the Block**: Kicks off June 5, with future dates of July 10 and August 7. Sponsorship has covered the event and enabled HMS to bring a good variety of bands and talent to downtown Howell. If you are interested in volunteering we still need help with set up, clean up, selling tickets, and checking ID’s. Please see staff if you’re available.

- **Food Truck Tuesday (FTT)**: Food Truck Tuesday kicked off during Art Week. Kevin McCarthy, CPA sponsored “Art While You Eat” and First National Bank is sponsoring FTT for the whole season. New trucks are being incorporated all season long, interspersed with older favorites. The weather was great for FTT in May and the attendance was very large for this event with some trucks selling out.

- **Rental Assistance Subsidy Program**: This program launched at the beginning of the year with Silverstone Jewelers the first recipient of the subsidy after their move from the Heart of Howell to the First National Block. There is another applicant that has been approved, but staff is waiting on the business owner to sign lease paperwork before the award is revealed.

**Other items of note:**

- HMS will hold a self-assessment training with MMS next Wednesday.
- HMS Staff, along with staff from HAPRA and the Howell Carnegie Library applied for a KaBoom! ‘Play Everywhere’ grant. C. Edgerly explained the ‘Howell Tales Trail’ concept to the Board. Decision expected sometime in June.
- HMS does have an open board seat. Please advise staff if you know of anyone who may be interested in getting involved at that level.

**Business Updates:  C. Edgerly**

Sage & Slate has opened in the building next to wedding chapel, after much work was completed on the building’s interior and exterior. They held their own Grand Opening the last weekend in April. Visit the store if you haven’t had a chance as of yet. There are a few other potential businesses in the works, but cannot be shared publicly at this time.

**Absences:  B. Walker**

MOTION by R. Lim, SUPPORT from Mayor Proctor to excuse J. Myers from the meeting (reason stated.)  MOTION CARRIED.
Action Items/New Business: None

MOTION by B. Walker, SUPPORT from Mayor Proctor to adjourn at 7:06 p.m.  MOTION CARRIED.

Minutes Approved,

Richard Lim, Secretary
Committee Members Present: B. Walker, M. Harlow, R. Lim, K. Tuck
This Executive Session was held to determine the agenda for the July 24, 2019 DDA Board of Directors meeting.

Call to order by B. Walker at 5:04 p.m.

The Executive Committee reviewed the draft agenda, including the following items:

1. State Street Updates as well as other Council updates including an update on the City Manager hiring process
2. Potential Brownfield Formal Request from The Pearl, along with necessary paperwork. C. Edgerly shared the anticipated ask, what that would look like for the DDA budget, and anticipated timeline.
3. Update on RRC Priority Sites
4. Howell Tails Trail Grant Update – Board decided to keep this in the Director Updates

C. Edgerly reminded the Executive team that she would be out of the office on a planned vacation July 24-26. M. Harlow stated that he would share updates on Discussion items and anything Cathleen hoped to share in her Director’s report. R. Lim asked to be excused as he will be attending a class July 24, 2019.

Motion to adjourn by K. Tuck at 5:23 p.m. by K. Tuck, 2nd B. Walker. Motion Passed.

Minutes as recorded by C. Edgerly
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**PD CK# 91222 07/10/2019**

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Outreach Committee Meeting
AGENDA – Monday, June 10, 2019
Time: 5:30 p.m.
Howell Main Street DDA Office—118 W. Clinton Street

1. Call to Order

2. Volunteer to take minutes

3. Approval of April meeting minutes

4. Board & Committee Updates (Brian/Cathleen)

5. Newsletters & Social Media: (Kate)
Ideas for August enews & volunteers to help with articles
-Social media statistics
-Volunteer of the Month nomination
-Ideas for merchant newsletter

6. Volunteer Rewards Program & Other recruitment tasks (Ellen)

7. New Intern

8. Project review for 2019-2020 FY & Work Plans

9. Community Conversations

10. New Business

11. Action Items

12. Volunteer Hours (Do you have your punch card?)

13. Motion to Adjourn

Next Meeting, Monday, August 12, 2018 at 5:30 p.m. at Howell Main Street/DDA Office
Meeting was called to order at 5:30 p.m.

Volunteer to Take Minutes: M. Tambasco to take minutes this month. Mary next month.

Approval of Minutes: MOTION by M. Tambasco, SUPPORT from B. Walker to approve the June meeting minutes. MOTION CARRIED.

Board & Committee Updates:

- The Business & Promotions Committee is hard in the midst of Rock the Block season as well as Food Truck Tuesday activities. The Pre-Development team finalized their efforts to update the website, and have all elements incorporated with the Chamber and City sites. State RRC team is also working on prioritizing marketing the Livingston Daily end of the block.
- The Design Committee is finalizing the next phase of the Howell Art Project with the canvas art on display for public vote and then reproduction, as well as putting together the final components of LuminoCity.
- The State Street construction project is also going relatively well, with concrete in the alleys expected early August. The 4th of July proved challenging with rain and flooding.
- The Board is working on a fundraising strategy, setting goals and which members will help achieve goals. There is an opening on the Main Street board.
- Howell Main Street received a KaBoom! Grant for the Howell Tails Trail project. We look forward to sharing information more publicly later this week.

Newsletters & Social Media:
Social media continues to be steady. Facebook is outgrowing Twitter. More businesses continue to use Instagram.
August E-news ideas: MelonFest, pictures of Food Truck Tuesday and offerings, improvements coming to Howell properties with some new businesses, Tails Trail information, Invitation to join project planning teams, LuminoCity and Art Walk article, Mary from Depot doing a ‘Shout out’ as to why she volunteers.

Volunteer of the month nominations: Richard, HAPRA for Rock the Block help. Discussion took place and R. Lim was selected for all of his help during the Howell Art Project, pictures, and more

Merchant Newsletter ideas for fall: Legend of Sleepy Howell, Tails Trail, Construction Update, Parking (especially in lot by our office), Match on Main partnerships, New Businesses and major investments, Volunteer & Donor opportunities, New Downtown Guides.

Volunteer Incentive Program Tasks (Ellen) Ellen and Kate will be meeting the week of July 22. Discussion took place about additional promotion needed to keep this top-of-mind, as well as a tool to recruit more new volunteers! Ellen may need additional committee members and friend to help with January event!

New Intern:
This summer, Howell Main Street Inc. has had Grace Hemmeke interning with us. She hit the ground running in June and has been helping a lot with the Downtown Guide, business listings, property, will help with set-up of events, etc. Please welcome her and say hi when you see her around town.

Project Review for 2019-2020 FY and Work Plans:
M. Tambasco shared his Applause Awards work plan and asks for additional committee and staff feedback to fill in information he doesn’t have. Existing projects the team would like to continue include:

- Applause Awards
- Volunteer Appreciation Event
• Merchant Newsletter
• E-Newsletter
• VIP Events – but we need new ones outside of Fantasy of Lights seating
• Freindraising through individual donations (In cooperation with Board) – With Board fundraising discussion look at raffles At major events, donor brochures being updated.
• New Ideas: Monthly Community Conversations with the City around a variety of topics. Should start in September and look at:
  o What is Main Street, the Chamber, DDA
  o Parking
  o Development and what RRC means to our community
  o Meet Your City Council Members
  o Downtown Living
  o Committee will Google other ideas

Community Conversations: See above

New Business: Due to retirement, family commitments, Jeanne Clumm is stepping down from the committee. Jeanne has been an integral part of Howell Main Street Inc’s formation, a huge advocate for the community overall, and continues to give back in a variety of ways to multiple organizations.

Action Items: Every committee member will 1 idea for both a possible V.I.P. event for donors, as well as a Community Conversation topic.

Volunteer Hours: 19

MOTION by M. Tambasco, SUPPORT from B. Walker to adjourn the meeting at 6:21 p.m. MOTION CARRIED

Next meeting: Monday, August 12, 5:30 p.m. at 118 W. Clinton Street
Howell Main Street
Design Committee Meeting
AGENDA – Wednesday, April 10, 2019
Time: 5:00 p.m.
2Fogs

1. Call to Order
   - Volunteer to take meeting minutes

2. Review April Meeting Minutes (*Motion Required*)

3. Board/Committee Updates (Cathleen)

4. Pre-Development Team (Geof/Cathleen)

5. Art Project Re-Cap (Entire Committee)

6. Vibrancy Incentive/Grant

7. Project for Next Year to Board- (Committee Discussion for Review)
   Flower Pots - $8000
   Façade Grant – Amount?
   Sign Incentive Grant – Amount?
   Howell Art Project - $50,000
   Historic Preservation Awards - $600
   Other Possible Changes/Projects to Discuss

Next Committee Meeting: July 17 at 5:00 p.m. – Proposed Rescheduled Date due to Rock the Block of June 10 (unless you all are good to meet without staff)
Howell Main Street
Design Committee Meeting
Minutes – Wednesday, June 12, 2019
Time: 5:00 p.m.
2Fogs

Present: J. Humphries, S. Hemmeke, A. Moeller, S. Fisher

1. Call to Order
   - Volunteer to take meeting minutes – Cathleen & Jeff

2. Review April Meeting Minutes: Motion by S. Fisher to approve, 2nd by A. Moeller

3. Board/Committee Updates C. Edgerly shared updates on the Howell Main Street Inc. Board Budget, City Manager change, RRC Priority sites, Planning Commission’s adoption of the Future of Downtown Development plan, as well as updates on Rock the Block, Food Truck Tuesday, and Pre-Development efforts.

4. Pre-Development Team (Geof/Cathleen) C. Edgerly shared that the priority sites have been updated to include the Holkins and Library Property, our block, as well as the Press & Argus building. It is taking a while to hunt down contact information for the Press & Argus building, but once the City turns in all marketing materials that we currently have, the state RRC team will begin to work on marketing pieces, working with property owners to get at least one site listed, and hopefully hold an onsite walk-thru tour meeting sometime during the summer/early fall.

5. Art Project Update: S. Hemmeke shared that despite some hiccups, the positive feedback from the community was tremendous during the entire week. She, and other volunteers, enjoyed interacting with the public and seeing people of all ages excited about participating, watching the murals come to life, etc. All murals were completed on time and the weather held off! S. Fisher questioned why the community mural was touched up, and committee shared that some lines and shapes were completely gone, so other artists and community members came and touched up the lines. The team discussed options for the community mural installation, including clear-coating it after the mural is installed. S. Fisher requested that ‘Art While You Eat’ artist could sell their pieces onsite next time. Overall committee was extremely pleased with how the art week turned out and the sheer number of people who continue to come out to see the art and talk about it. We look forward to the canvas art public voting as well as LuminoCity. Additional discussion took place around those dates and times.

6. Vibrancy Grant/Incentive (Jeff) C. Edgerly shared this concept which was talked about at the Board meeting, as the committee talks about projects for next FY. The committee requested that additional information be shared with them, as well as the funding amounts, so they can decide by next month’s meeting.

7. Projects for Next Year:
   - Flower Pots (Spring & Fall): $8000
   - Façade Grant: $30,000
• Sign Incentive Program: $3,000  
• Art Project: $50,000  
• Historic Preservation Awards (Include with Outreach Applause Awards): $600  
• Other???

8. Volunteer Hours: 51

Next Committee Meeting: August 14 at 5:00 p.m.
Promotions & Business Team Meeting
Thursday, July 18, 2019
Time: 9:15 am
Frontal Lobe Co-Working

1. Meeting Called to Order
2. Volunteer to Take Minutes
3. Review of May Meeting Minutes:
4. Board & Committee Updates:
5. Pre-Development Team Meeting & Materials Update
6. Food Truck Tuesday review (Brandi and Richard)
7. Rock the Block update, upcoming dates, volunteer opportunities
8. Downtown Guides and Intern (Staff)
9. Mobile App for Downtown Business Listing
10. End of Construction Chaos celebration
11. Business of the Month (BOM) & Available Property
12. Projects & Work Plans – Revamped Block Captain
13. Volunteer Hours:
14. Motion to Adjourn:

Next meeting scheduled for July 18, 2019, 9:15am, Frontal Lobe Co-Working.
Meeting called to order at 9:20 am by R. Lim. Volunteer to take minutes: G. Lane (with assistance)

Review & Approval of March 21 Meeting Minutes: MOTION by G. Lane, SUPPORT from R. Lim, MOTION CARRIED.

Board & Committee Updates
Board will hold training provided by Michigan Main Street Center next week, May 29. Training will focus upon Board governance, duties, etc. Design Committee just wrapped up Art Week, which was a huge success and brought together the entire community. Outreach did not meet in May, but will be working on volunteer recruitment strategies and fundraising ideas now that the Applause Awards have passed.

Rental Subsidy Program
Silverstone Jewelers was the first to receive the subsidy. The committee approved a 2nd application, for a running shoe style store, however the business owner is still working on securing a location and signing a lease. Once that happens we can announce the award.

RRC/New Business Updates: Possible restaurant looking at the former 1st National Bank ops center site on Grand River next to the County Annex Building. Owner has successful restaurants in Milford and Livonia, would be a great addition to Howell. RRC team is working on marketing for priority sites including The Hive, the block that houses the HMS office, and possibly the Press & Argus building site.

Food Truck Rally (FTR) Recap:
FTR saw a very large crowd this year! Aberrant ran out of beer and some food trucks completely sold out before the event was over. All trucks seemed to be very pleased with sales and turnout. Committee will need to discuss adding more trucks for next year, possibly combining events, etc. Food Truck Tuesday had a huge crowd as well, possibly bolstered by ‘Art While You Eat’ and having 3 brand new vendors. Four food trucks will be present during June Rock the Block as well, so many opportunities to enjoy food truck fare in Howell this season.

Rock the Block
Staff is working on confirming bands and food vendors this week. Conversation was had with Parks and Rec for barricade installation and removal the day of the event. Priority 1 Rental is confirmed for delivery and pick up of tables, chairs, etc. All volunteer slots, except for clean up, have been filled. If anyone is able and willing to help with clean up, or knows others who may be available, please contact Kate as soon as possible.

Downtown Guides
These will need to go to print in July. Looking for volunteers to split up the district and visit each block to ensure listing in the current guides is accurate, and to notify staff if there are businesses who have left or moved into spaces. Will also need volunteers to help sell ads for the Guides to offset printing costs. If anyone is interested in leading the ad sales portion of this project please notify staff ASAP.

Business of the Month (BOM)
May: Black Iron Coffee Roasters
June: Dana Kors
July: Handmade in Howell
10. Main Street Training in Owosso, June 4
Michigan Main Street Center is hosting a place-based entrepreneurship training on Tuesday, June 4 in Owosso. If anyone is interested in attending they are welcome to do so as there is no cost to attend and lunch is even provided. Notify C. Edgerly if you would like to attend.

11. New Business/Action Items
   a. Volunteer/Attend Rock the Block on June 5
   b. Attend Owosso training if interested

12. Volunteer Hours: 44 volunteer hours reported

13. Motion to Adjourn: Motion by M. Harlow, SUPPORT from D. McDonald to adjourn at 9:54 am. MOTION CARRIED.

Next meeting scheduled for June 20, 2019, 9:15am, Frontal Lobe Co-Working.
In 2017, the Planning Commission approved the redevelopment of the building at 309 East Grand River Avenue. The project would involve rebuilding the second floor in the existing building and adding a partial third floor, along with a rooftop deck. The first floor would be commercial space, preferably a restaurant. The second floor would have four apartment units, with one of those units including the partial third floor area. A second building would potentially be added to the site, along Clinton Street. This building would be a four car garage on the first floor, with an apartment above. The developer of the project intends on moving into the main building, occupying the second/third floor unit.

The applicant has approached the City about the use of Brownfield Tax Increment Financing (TIF) for local support on the project. They are applying to the State for Brownfield TIF reimbursement of the State School tax dollars and Michigan Community Revitalization Program dollars to close the financing gap and make the project financially viable. The Howell Brownfield Redevelopment Authority (HBRA) has met to review updates to the project and feels this is a good request of Brownfield Development funding support through the Downtown Development Authority.

Per the attached request, The Pearl property owner is requesting that the Howell DDA forego future tax capture on any improvements to be made at no more than a total of $210,669.00 over a 24 year period. This tax applies to the additional revenue that would have been generated by improvements made to The Pearl Building, located at 309 E. Grand River Ave or on the property to the rear of the existing building.

Under State law, an inter-local agreement is required to be approved on Brownfield projects where two public agencies can both capture the same tax dollars. Both the HBRA and the DDA are defined public agencies, so the agreement is required for this project to move forward and capture future tax dollars.

REQUESTED MOTION: Approval from the Howell Downtown Development Authority Board of Directors to approve the attached inter local agreement language and approve foregoing future additional tax funding capture, at a dollar amount not to exceed $210,669.00.
This Brownfield Reimbursement Agreement is made as of ________________, 2019, among the Howell Brownfield Redevelopment Authority (the “HBRA”) a public body corporate with offices at 611 E. Grand River, Howell, Michigan 48843 and The Pearl Building, LLC (the “Developer”).

A. The HBRA was created by the City of Howell (“Howell”), pursuant to the Brownfield Redevelopment Financing Act, 1966 P.A. 381, as amended (the “Act”), and, pursuant to the Act, the HBRA has prepared a Brownfield Plan to include the Property (as defined below) which was duly approved by the Howell City Council on ________________ following a public hearing on __________, a copy of which is attached as Exhibit A (the “Brownfield Plan”).

B. The Developer owns certain property located at 309 E. Grand River Avenue and 214 Sibley Street in Howell, Michigan (collectively referred to as the “Property”, which is described on the attached Exhibit B and which is a vacant, abandoned property that was declared functionally obsolete, as described in the Brownfield Plan is an “eligible property” that is in need of improvement, and is therefore commonly referred to as “Brownfield.”

C. Provided it obtains any needed zoning and building approvals from the Howell and others, the Developer plans to develop the Property (the “Improvements”) into a mixed-use building. The design incorporates many amenities for the community and residents. The total anticipated investment for this project is approximately $2.25 million (confirm) and this will create approximately 30 to 40 direct and indirect spin off jobs during the estimated 15 month construction period and 15 to 25 local full-time equivalent jobs after projection completion. This will increase the tax base for taxing jurisdictions, create new housing options, uplift property values, enhance nearby neighborhoods, and support downtown development.

D. In order to make the Improvements on the Property, the Developer will incur costs to complete the Eligible Activities as more fully described in the Brownfield Plan (“Eligible Costs”).

E. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the property tax revenues that are generated from an increase in the tax value

as of 7/15/19
of the Property resulting from its development ("Tax Increment Revenues") to reimburse the Developer for Eligible Costs it incurs in redeveloping the Property.

F. The Brownfield Plan for the Property describes the activities and their attendant costs in summary form based upon the information provided by the Developer; sets out an estimate of the captured taxable value, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budgeted amounts. Prior to initiation of eligible activities, the Developer shall submit an Implementation Plan to (title); and

G. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to this Agreement for reimbursement of the cost of the eligible activities as approved by the HBRA and Howell.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Brownfield Plan. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of the Brownfield Plan control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 controls. Changes or additions to the Brownfield Plan must be submitted in writing to HBRA and to Howell for approval. If such changes or additions increase the total cost of the eligible activities to an amount greater than in the approved Brownfield Plan, an amended Brownfield Plan incorporating the cost of said changes or additions may be approved at the sole discretion of the HBRA and Howell.

2. Construction of Development. The Developer shall proceed with due care obligations to complete the Improvements and undertake and complete the eligible activities resulting in the Eligible Costs, all in accordance with this Agreement, the Brownfield Plan, and all applicable laws, rules, regulations, permits, orders, and directives of any official or agency of competent jurisdiction. The Developer shall undertake and achieve substantial completion of the Development as described above within a reasonable time after the Brownfield Plan is approved by HBRA and Howell.
(a) The parties agree that this Agreement and the Tax Increment Revenues collected and distributed pursuant to the Brownfield Plan are intended to fund only the Eligible Costs that have been approved by HBRA;

(b) Prior to the initiation of eligible activities, the Developer shall submit a detailed Implementation Plan that includes, as a minimum, applicable estimates of the following items related solely to eligible activities:

(i) Cost estimates for project costs related to eligible activities; and

(ii) The Implementation Plan costs shall be provided in the same format as Exhibit A to the Brownfield Plan for the Brownfield Plan costs approved by HBRA;

(c) The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance;

(d) This Agreement does not obligate Howell to issue any permit required by law to implement the Development;

(e) Noncompliance with this Agreement or discovery of material irregularities at any time are regarded as material breaches of this Agreement. HBRA, in addition to any other remedy provided by law, may do one or more of the following:

(i) Withhold future payments to the extent such reimbursed payments relate directly to the noncompliance with the Agreement;

(ii) Recover reimbursement payments already disbursed to the extent such reimbursed payments relate directly to the noncompliance with the Agreement; or

(iii) Terminate this Agreement; and
(f) In the event of noncompliance with this Agreement by Developer, Howell may exercise its rights under this Agreement, including, without limitation, if Developer has not cured its noncompliance with this Agreement within thirty (30) days after receiving notice of noncompliance of this Agreement from Howell. Howell at its sole discretion shall determine if the Developer has cured its noncompliance with this Agreement to its satisfaction. No reimbursement payments will be made under the terms of this Agreement while the Developer attempts to cure its noncompliance with this Agreement and any future reimbursements shall be made only to the extent such reimbursements are being made consistent with the terms of this Agreement.

3. Capture of Taxes. Howell shall, during the term of this Agreement, collect all Tax Increment Revenues from the Property and transmit 100% of the eligible incremental local tax revenues (with the exception of the City Voted Debt millage and District Library Voted Debt Millage, the DIA and Detroit Zoo Operating Millages) generated from real and personal property to reimburse the Developer for the costs of eligible activities. Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by HBRA or otherwise permitted by the Act.

4. Submission of Costs. Before requesting any reimbursement, the Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by HBRA, for those Eligible Costs for which the Developer seeks reimbursement from HBRA, the Developer shall submit to HBRA such of the following as may be required by HBRA representatives:

(a) A written statement detailing the costs;

(b) A written explanation as to why reimbursement is appropriate under the Plan and this Agreement;

(c) Copies of invoices from the consultants, contractors, engineers, attorneys or others who provided such services;
(d) Copies of Full Unconditional Lien Waiver(s) from the vendor(s) documenting that the invoice was actually paid;

(e) If, not already submitted, copies of the contract with the contractor or supplier providing the services or supplies for which reimbursement is sought;

(f) A statement from the engineer and project manager overseeing the work recommending payment; and

(g) Any other documentation reasonably requested by HBRA, in a format and on such forms approved by HBRA, with the Developer’s request for reimbursement to assist HBRA in determining whether the work was performed as approved.

All documentation related to the request for reimbursement shall be submitted within ninety (90) days after the completion of each approved eligible activity. No later than receipt of a Certificate of Occupancy and prior to reimbursement payments being initiated, the Developer shall submit to HBRA a report of the results of the eligible activities performed. Such results shall include, without limitation, any abatement reports, demolition and disposal documentation, supplemental environmental investigation reports, and response activity reports. In addition, the Developer shall submit construction lien waivers from the contractors and subcontractors for the approved eligible activities prior to any payments being initiated. The Developer may submit a reimbursement request including such information whenever it is available even though Tax Increment Revenues for the reimbursement may not be available for many years thereafter. The Developer and HBRA agree that no reimbursement requests till be accepted by HBRA after December 31, 2026.

5. Payment of Administrative Expenses. The actual annual City administrative expenses per the Plan, not to exceed $15,000 per annum, shall be paid first from available Tax Increment Revenues prior to any reimbursement commencing with the first year of capture under the Plan.

6. Payments. Payments to the Developer shall be made as follows:

(a) Within sixty (60) days of receipt of the materials identified in Paragraph 4 above, HBRA shall decide whether the payment
request is for Eligible Costs and whether such costs are accurate. HBRA will determine the amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by HBRA and the State or otherwise permitted by the Act in light of the actual costs presented in the Developer’s submitted documentation. Such amount shall not exceed the amounts set forth in Section 5(d), subject to such amendments as may have been approved by HBRA, nor shall such costs be reduced by HBRA without good cause shown, such approvals not to be withheld unreasonably. If HBRA determines all or a portion of the requested payment is for Eligible Costs and is accurate, it shall see that the portion of the payment request that is for Eligible Costs and is accurate is processed as provided in subparagraph (b) below. If HBRA disputes the accuracy of any portion of any payment request or that any portion of any payment is for Eligible Costs, it shall notify the Developer in writing of its determination and the reasons for its determination. The Developer shall have 28 days to address the reasons given by HBRA and shall have an opportunity to meet with HBRA’s representatives or, if the HBRA Board consents, to meet with the HBRA’s Board to discuss and resolve any remaining dispute. In doing so, the Developer shall provide the HBRA a written response to the HBRA’s decision and the reasons given by HBRA. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 7 below;

(b) Once it approves any request for payment as Eligible Costs and approves the accuracy of such costs, HBRA shall pay to the Developer the amounts for which submissions have been made pursuant to Paragraph 4 of this Agreement as HBRA receives Tax Increment Revenues as directed by the Brownfield Plan, until all of the amounts for which submissions have been made have fully paid to the Developer, or the repayment obligation expires, whichever occurs first;

(c) The repayment obligation under this Agreement shall expire upon the payment by HBRA to the Developer of all amounts due to the Developer under this Agreement or on December 31, 20___(confirm), whichever occurs first;
(d) The amount to be reimbursed under this Agreement shall:

(i) The BRA will use captured taxes as referred to in (3) to reimburse the Developer for Eligible Costs, total amount not to exceed $(confirm);

(ii) The amount of Eligible Costs to be reimbursed with the capture of taxes levied for school operating purposes ("School Taxes") is estimated to be $0;

(iii) The amount of Eligible Costs to be reimbursed with the capture of taxes not levied for school operating purposes ("Local Taxes") is estimated to be $__________;

(iv) Upon payment to Developer of total reimbursements as outlined above being met, or expiration of the Plan, reimbursements to Developer shall cease;

(e) The sole source for any reimbursement shall be such Tax Increment Revenues. To the extent permitted by law, such reimbursements, once approved by HBRA under subparagraph (b) above shall be and remain valid and binding obligations of HBRA until paid or until expiration of the time for payment as provided in subparagraphs (c) and (d) above. However, the Developer shall bear any risk of a change in law prohibiting reimbursement at the time Tax Increment Revenues are available for reimbursement to the Developer for costs that were Eligible Costs at the time HBRA approved them. In no event shall the Developer be reimbursed for any approved Eligible Costs that have been or will be reimbursed or credited against other obligations by any other governmental entity;

(f) If any of the Property is substantially destroyed by fire or natural events or causes as determined by the Building and Engineering Department Director of Howell, this Agreement shall terminate unless reconstruction occurs at an equal or greater taxable value within twelve (12) months of the date of the loss. No payments shall be made during the period of reconstruction. Payments shall resume when the reconstruction is substantially complete as
determined by the Building and Engineering Department Director of Howell; and

(g) In addition to any other remedies provided in this Agreement, if any payment made by HBRA is determined to be improper or outside the scope of its obligations under this Agreement, or in the event of the Developer’s breach or default of this Agreement, the Developer shall, at the request of HBRA, repay or return any monies paid by HBRA that are directly related to said breach, default or improper payment.

7. **Dispute As to Eligible Costs.** If there is an unresolved dispute over whether a cost submitted by the Developer is an “Eligible Cost,” the dispute shall be resolved by an independent qualified professional chose by mutual agreement of the parties. If the parties are unable to agree upon a professional, then each party (Howell, HBRA, and the Developer) shall appoint an independent qualified professional to review HBRA’s decision, provided that each party chooses a professional that has not been directly employed by or provided services to that party for a period of two (2) years before the date of proposed appointment. If and to the extent that two of the three qualified professionals so selected agree that costs submitted are eligible pursuant to the Brownfield Plan and was previously approved by HBRA, this shall constitute an award, and the Developer shall be reimbursed those costs in accordance with this Agreement. In addition, any such award may be used as the basis for the Wayne County Circuit Court rendering judgment that such award constitutes a final decision under statutory arbitration.

8. **Transfer of Real Property.** In the event that Owner transfers ownership of all or part of the Property prior to being reimbursed in full for approved costs of Eligible Activities under the Plan, the Plan may be further amended as it relates to reimbursement of incomplete activities or other Eligible Activities, on the parcel or parcels of real property that have been transferred. Such amendments will not be unreasonably withheld by the HBRA. Amendments to the Plan shall be subject to the limitations and procedures governing amendments to Plans set forth in the Brownfield Redevelopment Financing Act. This Agreement shall be modified to reflect any such amendments to the Plan.

9. **Assignment of Future Reimbursement Revenue.** The Developer may assign its reimbursement rights under this Agreement via a written instrument, a copy of which must be provided to HBRA no later than thirty (30) days prior to such assignment. However, any such right to reimbursement shall always remain
contingent upon material compliance with all aspects of this Agreement on the part of the Developer and any of its assigns, successors, transferees and heirs. This Agreement shall run with the land constituting the Property and shall be binding upon and inure to the benefit of the Developer and HBRA as well as their respective assigns, successors, transferees and heirs. **(discuss)**

10. **Adjustments.** If, due to an appeal of any tax assessment or reassessment or any other reason, HBRA is required to reimburse any Tax Increment Revenues, HBRA may deduct the amount of any such reimbursement from any amounts due and owing the Developer or, if all amounts due the Developer under this Agreement have been fully paid, HBRA may invoice the Developer for the amount of such reimbursement and the Developer shall pay HBRA such invoiced amount within thirty (30) days of the Developer’s receipt of the invoice from HBRA. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

11. **Obligation to Fund Eligible Activities.** The Developer shall pay for the Eligible Costs with its own funds and receive reimbursement from HBRA by available Tax Increment Revenues. It is anticipated that there will be sufficient available Tax Increment Revenues to pay for all Eligible Costs under this Agreement. However, if for any reason increased Tax Increment Revenues from the Development do not result in sufficient revenues to satisfy such obligations, the Developer agrees and understands that it will have no claim or further resource of any kind or nature against Howell or HBRA and the Developer shall assume full responsibility for any such loss or costs.

12. **Access for Inspection.** Employees and agents of HBRA and Howell are authorized to enter upon the Property following a minimum of one (1) business day notice to the Developer for the purpose of inspecting the work related to the authorized eligible activities, and making determinations that such work is being performed in accordance with the Brownfield Plan in a workmanlike manner.

13. **Indemnification.** The Developer shall defend, indemnify, and hold Howell and HBRA, and their agents, representatives and employees (hereinafter “**Indemnified Persons**”) harmless from any loss, expense (including reasonable legal counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or other claims arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, implementing the eligible activities described in the approved work plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account
of, any contract, agreement or arrangement between the developer and any person
for the performance of eligible activities or the terms of this Agreement, including
claims on account of construction delays.

14. **Insurance.** During construction, the Developer and any contractor or
subcontractor shall provide and maintain comprehensive general liability insurance
with limits of one million dollars ($1,000,000) combined single limit, for claims
which may arise from the Developer’s operations under this Agreement, naming
HBRA and Howell as additionally named insureds. Proof of such insurance shall be
provided to HBRA in care of HBRA’s Administrator prior to initiating any
redevelopment activities.

15. **Termination.** This Agreement shall terminate on the earlier to occur of:
(a) the date on which HBRA is longer authorized to capture tax increment revenues;
(b) on the date the Brownfield Plan expires; (c) the date when the amount due under
the Agreement has been paid; or (d) upon default of this Agreement by the
Developer, including, without limitation, if the Development is not completed within
sixty (60) months from the effective date of this Agreement; or (e) upon such other
conditions as set forth in this Agreement.

16. **Payment of Taxes.** Developer or any of its successors or assignees of
the Development shall pay all real and personal property taxes levied on any portion
of the Development on or before the date the same are payable, before any additional
interest penalty for late payment is applied.

17. **Miscellaneous.**

(a) This is the entire agreement between the parties as to its subject.
All previous negotiations, statements and preliminary
instruments of the parties or their representatives are merged in
this Agreement. It shall not be amended or modified except in
writing signed by all the parties. Its hall not be affected by any
course of dealing and the waiver of any breach shall not
constitute a waiver of any subsequent breach of the same or any
other provision. Any revision of this Agreement shall not be
effective until the provision of a thirty (30) day notice by Howell
and HBRA to the other parties hereto so that this Agreement
remains in full compliance with any applicable Federal, State or
Local law or regulation;
(b) This Agreement and the rights and obligations under this Agreement except as previously noted, are unassignable and non-transferable without the consent of the other parties. It shall, however, be binding upon any successors or permitted assigns of the parties;

(c) This Agreement shall become effective when approved and executed by HBRA and the Developer;

(d) All parties had input into the drafting of this Agreement and all had the advice of legal counsel before entering into this Agreement. In the event any ambiguity of any language in this Agreement arises, such ambiguity shall not be construed against any party;

(e) Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement;

(f) Notices shall be complete when delivered by personal delivery, by courier or delivery service (such as UPS, Fedex or other service) or by certified mail, return receipt requested, to the addresses first written above. If any party refuses to accept delivery when presented, delivery shall be deemed to have occurred at the time of such refusal. Any such notice and communication shall be addressed as follows:

If to HBRA: Howell Brownfield Redevelopment Authority 611 E. Grand River Avenue Howell, MI 48843 Attn: Phone:

If to Developer:

(g) This Agreement shall be governed by the laws of the State of Michigan. To the extent permitted by law, the jurisdiction and venue for any action brought pursuant to, arising from or to
enforce any provision of this Agreement shall be solely in the state courts in Livingston County, Michigan.

By signing below, all parties represent and warrant their authority to enter in this Agreement on behalf of their respective organizations. The parties have signed this Agreement as of the date first written above.

CITY OF HOWELL BROWNFIELD REDEVELOPMENT AUTHORITY

Witness:________________________
By:________________________
Title:________________________
Date:________________________

THE PEARL BUILDING, LLC

Witness:________________________
By:________________________
Title:________________________
Date:________________________
EXHIBIT A
BROWNFIELD PLAN
EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY
Proposed Starkweather School Site Development
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HOWELL DOWNTOWN DEVELOPMENT AUTHORITY AND
THE CITY OF HOWELL BROWNFIELD REDEVELOPMENT AUTHORITY
TO IMPROVE PROPERTY AT 309 E. GRAND RIVER AND 214 E. SIBLEY IN
HOWELL, MI

THIS INTERLOCAL AGREEMENT (the “Agreement”) dated ___________________,
2019, is entered into between the CITY OF HOWELL DOWNTOWN DEVELOPMENT
AUTHORITY (the “DDA”), whose address is 122 State Street, Howell, Michigan 48843; and the
CITY OF HOWELL BROWNFIELD REDEVELOPMENT AUTHORITY (the “HBRA”),
whose address is 611 E. Grand River Avenue, Howell, Michigan 48843. The DDA and the HBRA
shall be referred to, collectively, as the “Parties”.

WHEREAS, the Urban Cooperation Act, Public Act 7 of 1967 (“Act 7”) provides that a
public agency may enter into interlocal agreements with other public agencies to exercise jointly
any power, privilege, or authority that the agencies share in common and that each might exercise
separately, and allow for the allocation of certain taxes or money received from tax increment
financing plans as revenues; to permit tax sharing; and to provide for the imposition of certain
surcharges; and

WHEREAS, the DDA is an authority established pursuant to Act 197 of the Public Acts
of 1975, as amended (“Act 197”); and

WHEREAS, the HBRA is an authority established pursuant to Act 381 of the Public Acts
of 1996 (“Act 381”); and

WHEREAS, the DDA and HBRA are each considered a “public agency” under Act 7; and

WHEREAS, the Property does constitute eligible property for the purpose of such capture
of tax increment revenues; and

as of 7/15/19
WHEREAS, the HBRA has the authority to reimburse the cost of “Eligible Activities” and other reimbursable costs through the capture “Tax Increment Revenue” on “Eligible Property” pursuant to and as described in Act 381; and

WHEREAS, the DDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on eligible property pursuant to and as described in Act 7; and

WHEREAS, The Pearl Building, LLC has completed a Brownfield Plan (the “Brownfield Plan”), which is included with this Agreement as Attachment A, for redevelopment of certain property (the “Property”); and

WHEREAS, the DDA and the HBRA now wish to enter into this Agreement to transfer the tax increment revenues, which are generated by the redevelopment of the Property and buildings located at 309 E. Grand River Avenue, Howell, Michigan and 214 E. Sibley Street, Howell, Michigan (hereinafter referred to as the “Property”) and capturable by the DDA pursuant to Act 197, be transferred to the HBRA for reimbursement of Act 381 “Eligible Activities” and any other reimbursable costs pursuant to the Brownfield Plan.

NOW THEREFORE, the DDA and HBRA agree to the following:

1. **Transfer and Use of Tax Increment Revenues.** Only upon affirmative vote by the HBRA and the City of Howell City Council approving the Brownfield Plan shall the tax increment revenues captured by the DDA that are generated by redevelopment of the Property shall be transferred to the HBRA within 30 days of receipt, so HBRA can reimburse approved costs pursuant to the Brownfield Plan and in accordance with Act 381.

2. **Limitation to Tax Increment Revenues from the Property.** The DDA shall only transfer to the HBRA the tax increment revenues generated by the Property to reimburse approved
eligible costs identified in the approved Brownfield Plan and any further amendments, which are authorized by Act 381. Upon conclusion or dissolution of the Brownfield Plan, all tax increment revenues generated by the Property shall be captured by the DDA as authorized by Act 197.

3. **HBRA as Agent under This Agreement.** The Parties designate the HBRA as the agent to enforce the terms of any reimbursement agreement and disburse all tax increment revenues generated by the Property until such time as all obligations and terms of the approved Brownfield Plan have been satisfied.

4. **HBRA as Agent under Development or Reimbursement Agreements.** The parties agree to designate the HBRA as agent to enforce the terms of any development or reimbursement agreements executed with outside parties.

5. **Limitation to Tax Increment Revenues from Property.** The DDA and HRBA shall only use tax increment revenues generated by the identified eligible property to pay for approved eligible activity costs and other uses authorized by Act 381 and the approved Plan, and neither party shall be required to use other revenues generated by virtue of other properties or projects other than for the identified eligible property. Upon conclusion or dissolution of the Plan, all tax increment revenues generated by the eligible properties shall be captured by the DDA as stated in the DDA’s TIF ____________ Plan (confirm), hereafter referred to as the “DDA Plan”. This Agreement does not affect those tax incremental revenues that HBRA can receive which are not subject to capture by the DDA.

6. **Effective Date.** The Agreement shall take effect upon its approval by the DDA and HBRA boards, its execution by their authorized representatives, and its filing with the Livingston County Clerk and Secretary of State of the State of Michigan, as required by Act 7.
7. **Severability.** To the extent that any provisions contained in this Agreement are deemed unenforceable, to the extent possible the remaining terms shall remain in effect.

8. **Term.** The parties agree that the transfer of tax increment revenue from the Property to reimburse approved costs pursuant to Act 381 shall begin once tax increment revenues are collected from the Property, which will only occur after official approval of the Brownfield Plan by the City of Howell City Council. This Agreement extends until all obligations under this Agreement are met. (But in no case shall it extend past ____ (confirm).

The DDA and the HBRA, by their authorized representatives, have executed this Agreement on the dates set forth below.

**Witness:**

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EXHIBIT A
BROWNFIELD PLAN
Good afternoon,
This letter is to notify the Howell Downtown Development Authority Board of Directors that I will be resigning my role as DDA Director. This resignation will take effect on Tuesday, August 20 at the close of business, as I return to my hometown to work as the Director of Downtown Lansing Inc.

Words cannot fully express what a pleasure it has been working with all of you and serving the community through many Board changes, program transitions, a 2018 Great American Main Street Award win, and the list goes on. I will always look back fondly on my time here in downtown Howell and I consider it a privilege to have worked with all of you! I hope you know that each and every one of you continually inspired, challenged, and supported me as a leader as well as the organization overall. This Board, the City leadership, stakeholders, and volunteers helped shaped me into the leader that I am today. Thank you for believing in me and your downtown!

I look forward to hearing about Howell’s continued success and all that the future holds for you. I will always be available to cheer you on!

With deep appreciation for all the memories, experiences, and laughs,

Cathleen Edgerly
Howell DDA Director