



City Council Meeting

May 19, 2025 - 6:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

This opportunity for public comment provides the public with a chance to make a statement regarding any subject matter. Public comment is not an opportunity to necessarily ask questions or converse with City Staff, Council Members or other meeting attendees. Contact information for Council and staff is available on our website, WWW.CADILLAC-MI.NET, or can be obtained by calling (231) 775-0181. Comment time is limited to 3-minutes, and unused time may not be yielded back or given to someone else to use.

III. PFAS UPDATE

IV. CONSENT AGENDA

All items listed on the consent agenda are considered routine and will be enacted by one motion with roll call vote. There will be no separate discussion of these items unless a Council Member so requests it, in which event the item(s) will be removed from the consent agenda and discussed separately.

IV.A. Minutes From The Regular Meeting Held On May 5, 2025

Documents:

[MAY 5, 2025 CITY COUNCIL MINUTES.PDF](#)

V. PUBLIC HEARINGS

V.A. Public Hearing - Water Rates

Public hearing to consider adoption of Ordinance to Amend Section 42-201 and 42-202(3) of Chapter 42 of the City Code to Adjust Water Rates in the City of Cadillac.

Documents:

[RESOLUTION ADOPTING ORDINANCE AMENDING WATER RATES AND CHARGES FY2026.PDF](#)
[ORDINANCE AMENDING WATER RATES AND CHARGES FY2026.PDF](#)

V.B. Public Hearing - Sewer Rates

Public hearing to consider adoption of Ordinance to Amend Section 42-374 Chapter 42 of the City Code to Adjust Sewer Rates in the City of Cadillac.

Documents:

[RESOLUTION ADOPTING ORDINANCE AMENDING SEWER RATES AND CHARGES FY2026.PDF](#)
[ORDINANCE AMENDING SEWER RATES AND CHARGES FY2026.PDF](#)

V.C. Public Hearing - FY2026 General Appropriations Act

Public hearing to consider adoption of Ordinance Establishing General Appropriations Act for Fiscal Year 2026.

Documents:

[RESOLUTION ADOPTING ORDINANCE TO ADOPT 2026 BUDGET.PDF](#)
[ORDINANCE ADOPTING FY2026 BUDGET \(FOR COUNCIL\).PDF](#)

VI. COMMUNICATIONS

VI.A. Freedom Festival Requests (Banner, Parade, Race, Street Closures, Parking Lot Closures, Fireworks)

Documents:

[FREEDOM FEST REQUESTS.PDF](#)

VII. CITY MANAGER'S REPORT

VII.A. Story Stroll – Great Start Collaborative Wexford-Missaukee-Manistee Counties

Documents:

[COUNCIL COMMUNICATION - STORY STROLL.PDF](#)
[PROJECT PROPOSAL- STORY STROLL IN CADILLAC.PDF](#)

VII.B. Cadillac Lofts Development And Reimbursement Agreement

Documents:

[CITY COUNCIL AGENDA ITEM - CADILLAC LOFTS DEVELOPMENT AND REIMBURSEMENT AGREEMENT.051925.PDF](#)

VIII. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

VIII.A. Adopt Resolution - Introduce Ordinance To Amend City Zoning Ordinance (Variations In R-PUD Designs)

Adopt resolution to introduce Ordinance Amending the City Zoning Ordinance Regarding Variations in R-PUD Designs and set a public hearing for June 2, 2025.

Documents:

[RESOLUTION TO INTRODUCE R-PUD AMEND \(LIMITING DATES\) \(201361755.1\).PDF](#)

IX. ADOPTION OF ORDINANCES AND RESOLUTIONS

IX.A. Adopt Resolution Amending General Appropriations Act For Fiscal Year 2025.

Documents:

[RESOLUTION FOR BUDGET AMENDMENT - FY25 5-19-25.PDF](#)

X. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

X.A. Cadillac West Corridor Improvement Authority

Documents:

[CORRIDOR IMPROVEMENT AUTHORITY MINUTES - 3.13.2025.PDF](#)

XI. PUBLIC COMMENTS

This opportunity for public comment provides the public with a chance to make a statement regarding any subject matter. Public comment is not an opportunity to necessarily ask questions or converse with City Staff, Council Members or other meeting attendees. Contact information for Council and staff is available on our website, WWW.CADILLAC-MI.NET, or can be obtained by calling (231) 775-0181. Comment time is limited to 3-minutes, and unused time may not be yielded back or given to someone else to use.

XII. GOOD OF THE ORDER

XIII. ADJOURNMENT

CITY COUNCIL MEETING MINUTES

May 5, 2025

Cadillac City Hall - 200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

The meeting was called to order by Mayor Schippers at approximately 6:00 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Present: Elenbaas, Hopkins, Engels, French, Mayor Schippers

Council Absent: None

Staff Present: Peccia, Roberts, Dietlin, Ottjepka, Genovich, Wasson

APPROVAL OF AGENDA

Mayor Schippers noted the FOIA Appeal has been withdrawn by the appellant.

2025-107 Approve agenda as amended.

Motion was made by Elenbaas and supported by French to approve the agenda as amended to remove the FOIA Appeal received from Mr. Bill Barnett.

Motion unanimously approved.

PUBLIC COMMENTS

Michelle Trivieri noted it is Missing and Murdered Indigenous Persons Awareness Day and asked for a moment of silence for all our missing women and children. She stated it is National Drinking Water Awareness Week in the State of Michigan and Michigan proclaims May 8th as Private Residential Well Awareness Day. She mentioned the work being done by the Cadillac Advocates for Clean Water and expressed concerns about PFAS.

Bii Barnett invited everyone to attend a PFAS town hall meeting hosted by Up North Live on May 14th at 7:00 pm at the high school auditorium. He discussed the test results from the airport and noted many wells have still not been tested. He stated the LDFA has been doing a good job. He noted meetings should be televised again.

Brad Marine expressed concerns about LDFA meetings and holding the City Manager accountable.

Art Stevens discussed the ordinance regarding properties in the LDFA area.

Mary Galvanek discussed the work of the Cadillac Advocates for Clean Water, health issues related to PFAS contamination and the performance of the City Manager.

Chere Elenbaas expressed concerns about biosolids being spread on farmland.

CONSENT AGENDA

2025-108 Approve consent agenda as presented.

Motion was made by Elenbaas and supported by Hopkins to approve the consent agenda as presented.

Motion unanimously approved.

COMMUNICATIONS

A. Memorial Day Parade

2025-109 Approve Memorial Day Parade.

Motion was made by Elenbaas and supported by French to approve the parade route for the Memorial Day Parade on May 26, 2025.

Motion unanimously approved.

B. Clam Lake Band

2025-110 Approve street closure for Clam Lake Band.

Motion was made by Elenbaas and supported by Hopkins to approve the closure of Lake St. between Harris St. and Cass St. from 6:30 pm to 8:15 pm on Mondays from June 30, 2025 to August 4, 2025 for the Clam Lake Band.

Motion unanimously approved.

C. UpBeat Cadillac

Mayor Schippers noted this is the 30th season for UpBeat Cadillac.

2025-111 Approve street closure for UpBeat Cadillac.

Motion was made by Hopkins and supported by French to approve the closure of Lake St. between Harris St. and Cass St. from 6:00 pm to 9:00 pm on Thursdays from June 19, 2025 to August 28, 2025 for UpBeat Cadillac.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding appointment to the Cadillac West Corridor Improvement Authority.

2025-112 Approve appointment to the Cadillac West Corridor Improvement Authority.

Motion was made Elenbaas and supported by French to approve the appointment of Margaret Host to the Cadillac West Corridor Improvement Authority for a 4-year term to expire on May 5, 2029.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Recommendation regarding Fire Department Flashover Training.

Peccia stated the City of Cadillac Fire Department has been serving as the fiduciary for the Wexford-Missaukee County allocation of Fire Department training funds through the State of Michigan Bureau of Fire Services. He noted as part of this program, the Bureau makes annual allocations available to counties to conduct fire training. He stated the latest training course that is being recommended is for flashover training which is going to be made available through Oakland Community College. He noted training will be held locally and will be available to all Wexford and Missaukee County Fire Departments. He stated the total cost of the training is \$16,000. He noted the cost will be offset by \$10,120 from the State of Michigan Bureau of Fire Services, \$2,500 from the Cadillac Fire Department training budget for attendees from the department, and the remaining \$3,500 will be covered by attendance fees from other departments in Wexford and Missaukee Counties.

Peccia stated the recommendation is to waive competitive bidding and authorize the flashover training through Oakland Community College in the amount of \$16,000.

Mayor Schippers asked for an explanation of flashover training.

Adam Ottjepka, Director of Public Safety, stated they bring in cargo containers and simulate fires inside those cargo containers. He noted as the furnishings inside those containers heat up, it simulates a flashover once the oxygen is entered so it gives fire department personnel real life fire simulation.

2025-113 Waive competitive bidding regarding flashover training.

Motion was made by Elenbaas and supported by Hopkins to waive competitive bidding regarding flashover training.

Motion unanimously approved.

2025-114 Authorize flashover training through Oakland Community College.

Motion was made by Elenbaas and supported by Hopkins to authorize flashover training through Oakland Community College in the amount of \$16,000.

Motion unanimously approved.

INTRODUCTION OF ORDINANCES

A. Adopt resolution to introduce Ordinance to Amend Section 42-201 and 42-202(3) of Chapter 42 of the City Code to Adjust Water Rates in the City of Cadillac and set a public hearing for May 19, 2025.

2025-115 Set public hearing for Ordinance 2025-05.

Motion was made by Engels and supported by Elenbaas to adopt the resolution to introduce Ordinance to Amend Section 42-201 and 42-202(3) of Chapter 42 of the City Code to Adjust Water Rates in the City of Cadillac and set a public hearing for May 19, 2025.

Motion unanimously approved.

- B. Adopt resolution to introduce Ordinance to Amend Section 42-374 of Chapter 42 of the City Code to Adjust Sewer Rates in the City of Cadillac and set a public hearing for May 19, 2025.

2025-116 Set public hearing for Ordinance 2025-06.

Motion was made by Engels and supported by French to adopt the resolution to introduce Ordinance to Amend Section 42-374 of Chapter 42 of the City Code to Adjust Sewer Rates in the City of Cadillac and set a public hearing for May 19, 2025.

Motion unanimously approved.

- C. Adopt resolution to introduce Ordinance Establishing General Appropriations Act for Fiscal Year 2026 and set a public hearing for May 19, 2025.

2025-117 Set public hearing for Ordinance 2025-07.

Motion was made by Engels and supported by Elenbaas to adopt the resolution to introduce Ordinance Establishing General Appropriations Act for Fiscal Year 2026 and set a public hearing for May 19, 2025.

Motion unanimously approved.

- D. Adopt resolution to introduce Ordinance to Authorize Transfer of Real Property (Property on Maple Street) and set a public hearing for June 2, 2025.

Peccia stated there is a driveway that is inside a very small strip about 3 ½ feet wide and it is owned by the City. He noted the City has no need for that strip and so the request is to provide that to the neighbor.

2025-118 Set public hearing for Ordinance 2025-08.

Motion was made by Hopkins and supported by French to adopt the resolution to introduce Ordinance to Authorize Transfer of Real Property (Property on Maple Street) and set a public hearing for June 2, 2025.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution for Decertification for ACT 51.

Peccia stated that while doing an annual audit, especially looking at incorporating new roads in the Cadillac Junction area, there are certain roads that are no longer roads anymore that are on the Act 51 map. He noted this is the formal process to remove those roads from the Act 51 map.

2025-119 Adopt Resolution for Decertification for ACT 51.

Motion was made by Elenbaas and supported by Engels to adopt the Resolution for Decertification for ACT 51.

Motion unanimously approved.

PUBLIC COMMENTS

Carla Moore suggested placing signs in the lobby requesting people not to have loud conversations during City Council meetings. She asked if there is a checklist available of ongoing issues which can then be updated when items are completed.

Brad Marine asked why there hasn't been an investigation regarding the LDFA. He mentioned the progress made by the Cadillac Advocates for Clean Water. He stated Council is responsible to hold the City Manager accountable.

Mary Galvanek expressed concerns about the health risks of biosolids.

Mayor Schippers asked for a moment of silence to honor missing and murdered indigenous people.

GOOD OF THE ORDER

Elenbaas thanked Michelle Trivieri for bringing up Missing and Murdered Indigenous Persons Awareness Day.

Peccia noted that any board or commission that meets will have a notice posted and an agenda created. He stated if there isn't a quorum then there is no meeting, there are no decisions made, and therefore there would be no minutes created. He noted it is possible that people are seeing prior meeting agendas and meeting postings, whether for the LDFA or any other board or commission including City Council, which we then learned at the last minute that we are not going to have a quorum or there are weather issues, so the meetings were canceled. He stated therefore no minutes were created. He noted he is not aware of any public or official meetings that he has been part of where we have violated the Open Meetings Act, made decisions or held meetings without a quorum.

Peccia referenced the City's website and noted the City of Cadillac has tested non-detect for all PFAS in all of its drinking water wells since the first test in 2018. He stated water wells are tested annually. He noted wastewater is tested three times annually and the last three samples show PFAS levels lower than the state drinking water standards.

Peccia noted our biosolids are classified as exceptional quality or EQ Class A biosolids. He stated to retain this designation biosolids are tested four times annually and it must be below 20 UG/KG. He noted PFOS is non-detect and PFAS is non-detect. He stated the discharge from the LDFA groundwater treatment process is below the proposed EPA drinking water standard which is below the standard otherwise allowed since the discharge from the LDFA is not considered drinking water.

Peccia stated regarding the ordinance and the letters that have been mentioned regarding correspondence that was supposed to have been sent to three parties, we have been in touch with all three of those parties. He stated the clarification is that the direction from the EPA on all of that had nothing to do with PFAS, it was regarding volatile organic compounds (VOCs) and hexavalent chromium. He noted given what we know through testing from those wells in the LDFA area regarding the amount of VOCs and hexavalent chromium, those parties would have been allowed to stay on their own private wells. He stated we are all well aware that PFAS is an issue which is why, through the support of the LDFA, we

have made significant efforts and attempts to get them off of their own system.

Jeff Dietlin, Director of Utilities, noted one property is hooked up to City water, one property is being demolished and when the new building is constructed they're going to hook up to City water, and the other property is owned by a gentleman that wants to stay on his own well so we're leading him gently.

Engels referenced the 2018 Ordinance which stated those houses were supposed to get a written notice and then be forced to hook up. He noted he thinks one of the FOIA requests was trying to find out whether or not we sent out written notices. He asked what the final conclusion was as to what went wrong in 2018 and were the written notices sent.

Dietlin stated we had an ordinance in place that had already restricted the use. He noted he thought we were just continuing that ordinance so he did not think we needed to send out new correspondence because he believed they had already complied with that in the previous ordinance but it was something that was new in the 2018 Ordinance so it was his error. He stated there are three people who probably should have been notified. He noted if we would have tested those people for VOCs and hexavalent chromium in 2018 he believes they would have been permitted to remain on their wells because the recent tests came back clean. He stated we would not have tested them for PFAS because that wasn't under the purview of the LDFA at that time and still isn't today. He noted we are aware of it and we are working with the EPA. He stated it's probably going to be in our next permit but currently there's no federal or state mandate that we do anything about that through our permitting process.

Peccia stated the Michigan PFAS Action Response Team (MPART) is hosting an in-person town hall on May 29th from 11:30 am to 1:00 pm at our Water Department headquarters, the 44 Road facility. He noted we haven't received a brochure or flyer yet but if we receive one, we will post it.

Peccia noted Up North Live did invite us to the event that they are putting on but because neither EGLE or the EPA are participating we didn't feel it would be proper to be part of a panel without the actual experts on it.

Engels referenced the 2018 Ordinance and asked Dietlin if Section 42-168 is the part he was talking about that would allow people to have their wells tested and then obtain the exception.

Dietlin noted when we tested Anderson's well and Sheldon's well, both came back as non-detect or below criteria for VOCs and hexavalent chromium.

Engels stated Ed Sheldon isn't eligible for this now because of PFAS.

Dietlin stated that is correct. He noted the ordinance does say any groundwater contaminant so it's a little broader but back then we wouldn't have tested for PFAS. He noted he believes it would now encompass PFAS.

Engels asked what the LDFA suggested regarding Ed Sheldon's house.

Dietlin stated he believes the LDFA would like it resolved sooner rather than later. He noted they can't direct a City person one way or the other but he believes they are getting anxious and they want it done. He stated he told the LDFA that he is going back to talk to Mr. Sheldon and we will have it done by June 1st one way or the other.

Mayor Schippers stated if we can persuade Mr. Sheldon by June 1st then we should do that but if not she believes we probably should move ahead.

City Attorney Genovich stated to compel connection within 200 feet she believes there would be steps taken before a lawsuit.

Dietlin noted Mr. Sheldon was reluctant but amenable to it so he believes we can convince him to connect to City water.

Engels noted the problem he has is not with this guy choosing to drink the water it is that at some point the house is going to be sold and it has to be dealt with before that time.

Mayor Schippers noted Friday, May 9th at noon, the VA at 1905 N. Mitchell Street is holding a dedication ceremony and the public is invited to attend. She invited everyone to join her for coffee on Wednesday, May 7th at the After 26 Depot beginning at 10:30 am. She encouraged everyone to participate in the Park's Clean-up Day on Saturday, May 10th from 9:00 – 11:00 am.

Elenbaas asked Mary Galvanek about the Farmer's Market.

Mary Galvanek stated it is open every Friday in May and then Tuesdays and Fridays June through October.

ADJOURNMENT

Respectfully submitted,

Tiyi Schippers, Mayor

Sandra Wasson, City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

RESOLUTION NO. 2025-xxxx

**RESOLUTION ADOPTING
ORDINANCE TO AMEND SECTIONS 42-201 AND 42-202(3) OF CHAPTER
42 OF THE CADILLAC CITY CODE TO INCREASE WATER RATES IN THE
CITY OF CADILLAC.**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 19th day of May, 2025, at 6:00 p.m.

PRESENT: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBER: _____

The following preamble and resolution was offered by Council Member _____ and seconded by Council Member _____.

WHEREAS, the City has established a water supply system for the residents and businesses of the City;

WHEREAS, the City charges for the use of the water system for the purpose of recovering the cost of construction, reconstruction, maintenance, repair, and operation of the system;

WHEREAS, Section 42-183(e)(3) of the Cadillac City Code provides that City staff or designated parties shall periodically review the charges, rates, fees, rules, and regulations of

the water supply system and report the results of the review to the City Council with respective recommendations for any adjustments;

WHEREAS, pursuant to Article 16, Section 16.3 of the City Charter, the City may fix just and reasonable water rates and other charges from time to time as may be deemed advisable;

WHEREAS, the City staff has reviewed the water supply system rates and has recommended a rate increase of 4.5%;

WHEREAS, the City wishes to consider increasing rates for the water supply system by 4.5%; and

WHEREAS, the City held a public hearing on the proposed ordinance increasing the rates (the "Ordinance") on May 19, 2025; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety and welfare to adopt the Ordinance.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Ordinance No. 2025-XX, Ordinance to Amend Sections 42-201 and 42-202(3) of Chapter 42 of the Cadillac City Code to Increase Water Rates in the City of Cadillac 4.5% (the "Ordinance," attached as Exhibit A) is hereby adopted.
2. The Ordinance shall be filed with the City Clerk.
3. The City Clerk shall publish notice of adoption in a newspaper of general circulation in the City within seven (7) days.

4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: COUNCIL MEMBERS: _____

NAYS: COUNCIL MEMBERS: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2025-XXXX, duly adopted at a regular meeting of the City Council held on the 19th day of May, 2025.

Sandra Wasson
City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

ORDINANCE NO. 2025-xx

**AN ORDINANCE TO AMEND SECTIONS 42-201 AND 42-202(3) OF
CHAPTER 42 OF THE CADILLAC CITY CODE TO INCREASE WATER RATES
IN THE CITY OF CADILLAC.**

THE CITY OF CADILLAC ORDAINS:**Section 1.**

The City hereby amends Section 42-201 of the Cadillac City Code, entitled "Service rates," which shall read as follows:

The rates for water service furnished by the city water supply system shall be as follows:

(1) *Monthly service charges.*

Meter Size (in inches)	Charge (per month)
5/8	\$9.24
3/4	\$13.59
1	\$22.63
1 1/2	\$45.36
2	\$72.36
3	\$158.45
4	\$271.66
6	\$566.00
8	\$815.03

(2) *Commodity charge.*

Volume (100 cubic-foot unit)	Per Month (per unit)
0 to 600 cu. ft.	\$1.93
601 to 10,000 cu. ft.	\$1.65
10,001 to 100,000 cu. ft.	\$1.46
100,001 to 250,000 cu. ft.	\$1.27
250,001 and above	\$1.12

Section 2.

The City hereby amends Section 42-202(3) of the Cadillac City Code, which shall read as follows:

The rates for providing fire protection sprinklers shall be as follows:

Line Size (in inches)	Charges (per month)
$\frac{3}{4}$	\$3.30
1	\$5.65
1 $\frac{1}{2}$	\$11.22
2	\$18.12
3	\$39.33
4	\$67.66
6	\$141.20
8	\$203.46
10	\$327.71
12	\$485.76

Section 3.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4.

This Ordinance shall take effect July 1, 2025.

Approved this 19th day of May, 2025.

Sandra Wasson, City Clerk

Tiyi Schippers, Mayor

I, Sandra Wasson, City Clerk of the City of Cadillac, Michigan, do hereby certify that Ordinance
No. 2025-xx was published in the Cadillac News on the _____ day of _____, 2025.

Sandra Wasson, City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

RESOLUTION NO. 2025-xxxx

**RESOLUTION ADOPTING
ORDINANCE TO AMEND SECTION 42-374 OF CHAPTER 42 OF THE CITY
CODE TO INCREASE SEWER RATES IN THE CITY OF CADILLAC.**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 19th day of May, 2024, at 6:00 p.m.

PRESENT: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

The following preamble and resolution was offered by Council Member _____ and seconded by Council Member _____.

WHEREAS, the City has established a sewer supply system for the residents and businesses of the City;

WHEREAS, the City charges for the use of the sewer system for the purpose of recovering the cost of construction, reconstruction, maintenance, repair, and operation of the system;

WHEREAS, Section 42-238(d)(3) of the Cadillac City Code provides that City staff or designated parties shall periodically review the charges, rates, fees, rules, and regulations of the sewage disposal system and report the results of the review to the City Council with respective recommendations for any adjustments;

WHEREAS, pursuant to Article 16, Section 16.3 of the City Charter, the City may fix just and reasonable sewer rates and other charges from time to time as may be deemed advisable;

WHEREAS, the City staff has reviewed the sewer supply system rates and has recommended a rate increase of 8%; and

WHEREAS, the City wishes to consider increasing rates for the sewer supply system by 8%; and

WHEREAS, the City held a public hearing on the proposed ordinance increasing the rates (the "Ordinance") on May 19, 2025; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety and welfare to adopt the Ordinance.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Ordinance No. 2025-xx, Ordinance to Amend Section 42-374 of Chapter 42 of the City Code to Increase Sewer Rates in the City of Cadillac 8% (the "Ordinance," attached as Exhibit A) is hereby adopted.
2. The Ordinance shall be filed with the City Clerk.
3. The City Clerk shall publish notice of adoption in a newspaper of general circulation in the City within seven (7) days.
4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: COUNCIL MEMBERS: _____

NAYS: COUNCIL MEMBERS: _____

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2025-xxxx, duly adopted at a regular meeting of the City Council held on the 19th day of May, 2025.

Sandra Wasson
City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

ORDINANCE NO. 2025-XX

**AN ORDINANCE TO AMEND SECTION 42-374 OF CHAPTER 42 OF THE
CITY CODE TO INCREASE SEWER RATES IN THE CITY OF CADILLAC.**

THE CITY OF CADILLAC ORDAINS:

Section 1.

The City hereby amends Section 42-374 of the Cadillac City Code, entitled "Monthly wastewater user service charges," which shall read as follows:

No free service shall be furnished by the system to the city or to any person, firm or corporation, public or private, or to any public agency or instrumentality.

(1) *Metered users.*

a. *Base Rate.* The base rate for metered users is as follows:

Meter Size (in inches)	Service Charge (per month)
5/8	\$13.87
3/4	\$20.85
1	\$34.71
1 1/2	\$69.41
2	\$111.10
3	\$243.22
4	\$416.67
6	\$868.23
8	\$1,250.21

b. *Commodity charges.* A charge of \$3.21 per 100 cubic feet of metered water used will be charged each month.

- (2) *Unmetered users (flat rate).* Unmetered users will be charged according to the following rate schedule:

- a. Room charge: Count living, dining, bedrooms and kitchens. **DO NOT COUNT** bathrooms, halls, storage closets. This charge includes lavatories, dishwashing, laundry, and all other domestic uses except bathtubs, showers and toilets.

Rooms	Per Month
1 to 3 rooms, inclusive	\$12.01
4 to 6 rooms, inclusive	\$13.45
7 to 8 rooms, inclusive	\$15.88
Each additional room	\$2.21

- b. For each additional bathtub or shower, add \$5.75 per month.
- c. For each additional toilet, add \$6.33 per month.

- (3) *Surcharges.* Additional charges will be in accordance with the following schedule:

Parameter	Parameter Surcharge (per month-per pound)	Base Concentration (in mg/L)
Suspended Solids	\$0.46	215
Biochemical oxygen demand	\$0.68	185
Phosphorus	\$4.49	10
Nitrogen	\$10.51	20
Total organic carbon	\$3.78	600
Chemical oxygen demand	\$1.62	600
Total chlorides	\$0.84	600

- (4) *Unmetered users with private water systems.* The monthly wastewater user service charges for those homes, businesses and other customers who do not have city water available, and are using a private water supply system shall be as follows:

- a. All commercial, industrial, and institutional accounts shall have a water meter installed. The meter shall be installed under the direction of the city utilities department. The cost of installation shall be borne by the owner. The cost of replacement shall be borne by the utilities department.

- b. All residential customers shall be given the option of having a water meter installed as provided for above, or the residential customer shall be billed a flat rate sewer charge equal to the average billing as determined on an annual basis.
- c. The average monthly residential sewer bill, as of July 1, 2025, is a charge of \$36.34.

(5) *Watering adjustment basis.*

- a. For all residential users, charges for sewer for the months of May, June, July, August and September shall be computed for each account based on the average metered water consumption for the base period of the preceding October, November, December January and February. If no previous base history is available, a citywide residential average will be used.
- b. For all other users, a separate meter may be purchased and installed at owner's expense, which will be utilized for watering only with the billing to reflect that amount.

Section 2.

All other ordinances inconsistent with the provisions of this Ordinance are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 3.

This Ordinance shall take effect July 1, 2025.

Approved this 19th day of May, 2025.

Sandra Wasson, City Clerk

Tiyi Schippers, Mayor

I, Sandra Wasson, City Clerk of the City of Cadillac, Michigan, do hereby certify that Ordinance No. 2025-xx was published in the Cadillac News on the _____ day of _____, 2025.

Sandra Wasson, City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

RESOLUTION NO. 2025-xxxx

**RESOLUTION TO ADOPT ORDINANCE ESTABLISHING GENERAL
APPROPRIATIONS ACT FOR FISCAL YEAR 2026**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 19th day of May, 2025, at 6:00 p.m.

PRESENT: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

The following preamble and resolution was offered by Council Member _____ and seconded by Council Member _____.

WHEREAS, the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, requires the City Council of the City of Cadillac to pass a general appropriations act for all funds, except trust or agency, internal service, enterprise, debt service or capital project funds for which the City Council may pass a special appropriation act; and

WHEREAS, Section 10.3 of the Charter of the City of Cadillac (the "Charter") requires a public hearing be held in the second half of the month of April on the proposed budget before final adoption; that notice of the public hearing be published at least ten (10) days in advance of the hearing; and that the complete proposed budget be on file for public inspection during office hours at the office of the City Clerk for a period of not less than (10) days prior to such public hearing; and

WHEREAS, on April 11, 2025 a notice of hearing was published as required by Section 10.3 of the Charter and a public hearing on the proposed budget for Fiscal Year 2026 was held on April 21, 2025; and

WHEREAS, Section 10.4 of the Charter requires the City Council to adopt a budget by ordinance between the 10th day of May and the last day of May of each year appropriating the money needed for municipal purposes during the next fiscal year and provide for a levy of the amount necessary to be raised by taxes upon real and personal property; and

WHEREAS, Section 5.2 of the Charter requires each proposed ordinance be introduced in written or printed form, identified by a short title containing a preamble stating its purpose and, following introduction of the proposed ordinance, requires the City Clerk to publish a summary of the proposed ordinance in a local newspaper of general circulation in the City of Cadillac (the "City") and make copies of the proposed ordinance available for examination at the office of the City Clerk and provide copies at a reasonable charge; and

WHEREAS, the City held a public hearing on the proposed ordinance on May 19, 2025; and

WHEREAS, the City Council has determined that it is in the best interests of the public health, safety and welfare to adopt the proposed ordinance and budget.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Ordinance No. 2025-XX, Ordinance Establishing General Appropriations Act for Fiscal Year 2026 (the "Ordinance," attached as Exhibit A) is hereby adopted.
2. The Ordinance shall be filed with the City Clerk.

3. The City Clerk shall publish notice of adoption in a newspaper of general circulation in the City within seven (7) days.

4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: COUNCIL MEMBERS: _____

NAYS: COUNCIL MEMBERS: _____

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2025-xxxx, duly adopted at a regular meeting of the City Council held on the 19th day of May, 2025.

Sandra Wasson
City Clerk

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

ORDINANCE NO. 2025-XX ORDINANCE ESTABLISHING GENERAL APPROPRIATIONS ACT FOR FISCAL YEAR 2026

THE CITY OF CADILLAC ORDAINS:

Section 1, Title.

This Ordinance shall be known as the City of Cadillac General Appropriations Act for Fiscal Year 2026.

Section 2, Public Hearing on the Budget.

Pursuant to MCL 141.412 and Section 10.3 of the City Charter, notice of a public hearing on the proposed budget was published in a newspaper of general circulation on April 11, 2025, and a public hearing on the proposed budget was held on April 21, 2025.

Section 3, Expenditures.

The City hereby appropriates the expenditures for the fiscal year commencing July 1, 2025 and ending June 30, 2026 on a departmental and activity total basis as follows:

General Fund Expenditures

Legislative	\$64,500
Office of the City Manager	364,600
Financial Services	486,200
City Clerk/Treasurer Department	408,700
Election Services	41,000
Assessing Services	153,300
Legal Services	200,000
City Complex	380,500
Police Department	2,846,200
Fire Department	1,890,000
Public Works	1,274,800
Culture and Recreation	433,300
Economic Development and Assistance	529,700
Intergovernmental	99,200
Other	571,000
Total Expenditures	\$9,743,000

Section 4, Estimated Revenues.

The City estimates that revenues for the fiscal year commencing July 1, 2025 and ending June 30, 2026 will be as follows:

General Fund	
Taxes	\$5,147,500
Licenses & Permits	125,000
Intergovernmental	2,453,000
Charges for Services	1,269,000
Fines & Forfeits	9,000
Miscellaneous	20,000
Interest and Rents	153,500
Total Revenues	\$9,177,000

Section 5, Budgets.

The City hereby approves budgets for the fiscal year commencing July 1, 2025 and ending June 30, 2026 for the following funds in the amounts set forth below:

	<u>Revenues</u>	<u>Expenses</u>
Governmental Funds		
Major Street Fund	\$1,492,400	\$1,539,100
Local Street Fund	1,302,000	1,336,800
Cemetery Operating Fund	208,000	229,500
Cadillac Development Fund	12,500	73,500
Building Inspection Fund	70,000	70,000
Naval Reserve Center Fund	34,500	34,500
Lake Treatment Fund	65,000	65,000
H.L. Green Operating Fund	500	0
2016 General Obligation Capital Improvement Bond	164,000	161,500
2020 General Obligation Capital Improvement Bond	318,000	318,000
Industrial Park Fund	605,000	650,500
Special Assessment Capital Projects Fund	3,000	25,500
Downtown Infrastructure Project	0	465,000
Cemetery Perpetual Care Fund	30,000	50,500
Capital Projects Fund	2,000	0

	<u>Revenues</u>	<u>Expenses</u>
Proprietary Funds		
Water & Sewer Fund	5,331,000	5,328,600
Capital		747,500
Principal Payments		930,000
Building Authority Operating Fund	201,000	163,000
Central Stores & Municipal Garage Fund	830,000	827,300
Capital		130,000
Principal Payments		50,000
Information Technology Fund	309,400	309,300
Capital		40,000
Self-Insurance Fund	1,974,000	1,972,000
Employee Safety Fund	12,000	12,000
Pension Trust Fund		
Police & Fire Retirement System	1,116,500	1,115,000
Component Units		
Local Development Finance Authority Operating Fund	297,000	297,000
Local Development Finance Authority Capital Projects Fund	199,000	347,500
Downtown Development Authority Operating Fund	130,000	130,000
Downtown Development Authority Capital Projects Fund	186,000	186,000
Brownfield Redevelopment Authority Operating Fund	135,000	160,000

Section 6, Millage Levies.

(a) The City will levy a tax of 13.3397 mills for the period of July 1, 2025 through June 30, 2026, on all real and personal taxable property in the City, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City and is levied pursuant to Section 20.6, Article 20 of the City Charter. The maximum authorized levy according to the City Charter is 15.00 mills.

(b) The City further levies a tax of 2.60 mills for the period of July 1, 2025 through June 30, 2026, on all real and personal taxable property in the City, according to the valuation of the same. This tax is levied for the purpose of defraying the cost of supporting the retirement plan for personnel of the police and fire departments of the City pursuant to the provisions of Public Act 345 of 1937, as amended, as approved by a vote of the citizens of the City on November 8, 1977.

(c) The City further levies a tax of 1.8081 mills for the period of July 1, 2025 through June 30, 2026, on all real and personal taxable property in the City, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the cost of the Downtown Development Authority.

Section 7, Adoption of Budget by Reference.

The general fund budget of the City is hereby adopted by reference, with revenues and activity expenditures as indicated in Sections 5 and 6 of this Act.

Section 8, Transfer Within Appropriation Centers.

The City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout this budget. All transfers between appropriations may be made only by further resolution of the City Council pursuant to Section 10.5 of the City Charter and Section 19(2) of the provisions of the Michigan Uniform Accounting and Budget Act.

Section 9, Appropriations by Resolution.

The City Council may, by resolution, make additional appropriations during the 2026 Fiscal Year for unanticipated expenditures required of the City, but such expenditures shall not exceed the amount by which actual and anticipated revenues of the fiscal year are exceeding the revenues as estimated in the budget unless the appropriations are necessary to relieve an emergency endangering the public health, peace or safety.

Section 10, Effective Date.

This Ordinance shall take effect on July 1, 2025.

Approved this 19th day of May, 2025.

Sandra Wasson, Clerk

Tiyi Schippers, Mayor

FREEDOM FESTIVAL REQUESTS:

- **Approve display of banner for Cadillac Freedom Festival from 06/30/2025 through 07/07/2025**
- **Approve Independence Day Parade for the Mitchell St route on 07/04/2025**
- **Approve Kid & Pet Parade on the Lake St route on 07/05/2025**
- **Approve Freedom 5K Race on the usual route on 07/05/2025**
- **Approve Street Closures:**
 - **Lake St between Cass St and Harris St from 6 AM 07/04/2025 through midnight on 07/25/2025**
 - **Harris St between Lake St and Mitchell St from 10:30 AM to 2 PM on 07/04/2025 for parade staging**
 - **Mitchell St between Pine St and Cass St from 7 AM to 4 PM on 07/05/2025**
 - **Chestnut St between Linden St and N Lake St on 07/05/2025 from 3 PM to 12 AM for the Fireworks Display**
- **Approve Parking Lot Closures:**
 - **Harris St parking spaces across from Parkview Lanes abutting the Fountain Park from 07/04/2025 at 6 AM to 07/05/2025 at midnight**
 - **Cass parking spaces across from After 26 Depot abutting the Shay Locomotive from 07/04/2025 at 6 AM to 07/05/2025 at midnight**
- **Approve Fireworks Display on 07/05/2025 to be launched on Chestnut St by Michael Falk of Pyrotecnico**



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date



EVENT PLANNING COVER PAGE

*This form must be completed and return to the City at least **60 days** before a **HIGH IMPACT** event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 7328 if you have questions.*

Applicant Name (Print) KATE KING Contact Address P.O. Box 853, Cadillac
Contact Phone(s) 775-0181 Contact Email CADILLAC FREEDOM FESTIVAL@gmail.com
Sponsoring Organization CADILLAC FREEDOM FESTIVAL ☐ Private ☒ Non-Profit 501(C)(3)
Purpose of Event 4TH OF JULY Approx # of Attendees 5,000

Please check the facility requested (see related reservation form):

☒ Market at Cadillac Commons ☒ Rotary Pavilion ☒ City Park ☒ Cadillac Commons Plaza

Beginning Date: FRI 7/4/25 Ending Date: SUN 7/6/25 Reoccurring: ☐ YES ☒ NO

1st Day <u>FRI 7/4</u>	Set-up <u>6AM</u>	Start <u>9AM</u>	End <u>MIDNIGHT</u>	Clean-up _____
2nd Day <u>SAT 7/5</u>	Set-up <u>6AM</u>	Start <u>9AM</u>	End <u>MIDNIGHT</u>	Clean-up _____
3rd Day <u>SUN 7/6</u>	Set-up <u>6AM</u>	Start <u>9AM</u>	End <u>5PM</u>	Clean-up _____
4th Day <u>—</u>	Set-up _____	Start _____	End _____	Clean-up _____

Please answer the following: If you answer YES to any of the below, additional form(s) must be completed for each one. All forms must be completely filled out and all information provided before requests will be brought to City Council for approval

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots?
YES ☐ NO ☒ Will you be requesting permission to display any off-site signage?
YES ☒ NO ☐ Will you be requesting permission to display a banner over Mitchell Street?
YES ☒ NO ☐ Will you be requesting permission to have a parade?
YES ☒ NO ☐ Will you be requesting permission to hold any races?
YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?
YES ☒ NO ☐ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure?

Forms can be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

All events require liability insurance: Required MINIMUM general aggregate amount of \$1,000,000, naming the City of Cadillac as Certificate Holder and as additionally insured



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

The Market at the Cadillac Commons Reservation Form

Must be submitted with the Event Planning Cover Page. Please submit 60-days prior to event date for HIGH-IMPACT EVENTS.

Event CADILLAC FREEDOM FESTIVAL

Please Circle:

Electricity/Lights

Heat

Usage Rules:

1. Profanity and offensive language is strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace, and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Market, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Any signage or decorations must be removed immediately following any event.
5. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
6. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
7. Damage to public properties or the City's cost incurred in cleanup and repair shall be the responsibility of the Applicant and the Permit Holder. Payment of any such assessment shall be due within thirty (30) days of notice of such cost or assessment.

Reservation Fees:

- Daily Rate (4 hours or more) \$108
- Hourly Rate (less than 4 hours) \$60 per hour
- Non-Profit Daily Rate (4 hours or more) \$55
- Non-Profit Hourly Rate (less than 4 hours) \$27 per hour

Reoccurring Events: Events that are a minimum of once a week, for four consecutive weeks or more.

- Daily Rate of \$27
- Non-Profit Daily Rate of \$16 (Must provide documentation of non-profit status)

Form must be mailed/emailed or delivered to Cadillac City Hall, Attention Events Coordinator at
200 N. Lake Street in Cadillac, MI 49601
mvandermeulen@cadillac-mi.net

I understand and agree to comply with these rules and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.

Signature Kathleen Total Fees Required: _____ Total Fees Paid: _____ Date 4/29/25



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Must be submitted with the Event Planning Cover Page. Please submit 60-days prior to event date for HIGH-IMPACT EVENTS.

Event CADILLAC FREEDOM FESTIVAL

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

Weather Dependentafter dark only**

Thu.
night
by CFD

Usage Rules

OUR OWN GUY

1. Profanity and offensive language are strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Pavilion, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Movies/programs shown at the Pavilion are at the discretion of the City, and proper licensing to show copyrighted material is required. One potential resource is www.swank.com. MPAA ratings of G and PG are appropriate.
5. Any signage or decorations must be removed immediately following any event.
6. **No vehicles are permitted on sidewalks or grass. However, the sidewalk immediately south of the pavilion can be utilized for temporary unloading/loading of equipment only. Parking is prohibited on Lake Street, even if it has been closed for the event.**
7. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
8. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
9. **Sound System Fees** - \$20 per hour for use of our sound board and sound technician. (MUSICAL PERFORMANCES)

Reservation Fees:

- Daily Rate (4 hours or more) \$108
- Hourly Rate (less than 4 hours) \$60 per hour
- Non-Profit Daily Rate (4 hours or more) \$55
- Non-Profit Hourly Rate (less than 4 hours) \$27 per hour

Reoccurring Events: Events that are a minimum of once a week, for four consecutive weeks or more

- Daily Rate of \$27
- Non-Profit Daily Rate of \$16

Form must be mailed/emailed or delivered to City Hall 200 N. Lake Street in Cadillac, MI 49601 or mvandermeulen@cadillac-mi.net

I understand and agree to comply with these rules and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.

Signature Kate K Total Fees Required: _____ Total Fees Paid: _____ Date 4/29/25



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

City Parks Request Form

Must be submitted with the Event Planning Cover Page. Please submit 60-days prior to event date for HIGH-IMPACT EVENTS

Event CADILLAC FREEDOM FESTIVAL

City Parks

Please Check One

- ☒ City Park at Cadillac Commons "Fountain Park"
☒ The Plaza at Cadillac Commons
☐ Other _____

Usage Rules:

1. All Parks are for public use.
2. The Plaza nor the City Park in Cadillac Commons will have its general use, as an open space or park without organized activity, restricted to no more than two consecutive weekends.
3. The City does not provide any porta potty's, tents, tables, chairs, rugs, extension cords etc.
4. The fountain may not be operating due to equipment breakdowns or weather conditions such as wind.
5. Not all parks have space for tents, chairs etc. (Separate application required for use of tent or structure, if applicable)
6. No digging, staking, or any other ground disturbing activity shall be performed except as authorized in the permit and upon prior notification from the Operations Manager for DPW.
7. No trucks or other motor vehicles are allowed in City parks except in designated parking lots or except those conveying specialized equipment for the Event, or otherwise allowed as stated in the Permit.

Reservation Fees:

- Daily Rate (4 hours or more) \$108
- Hourly Rate (less than 4 hours) \$60 per hour
- Non-Profit Daily Rate (4 hours or more) \$55
- Non-Profit Hourly Rate (less than 4 hours) \$27 per hour

Permit fees may be adjusted annually by 5% or the Michigan Consumer Price Index, whichever is greater.

Recurring events are not permitted in City Parks.

All events require liability insurance.

Forms can be emailed to mvandermeulen@cadillac-mi.net, or mailed/delivered to City Hall, Attention Event Coordinator at
200 N. Lake St, Cadillac, MI 49601

I understand and agree to comply with these rules and acknowledge that the City reserves the right to change or cancel any event or program that is not in compliance with them.

Signature Kate K Total Fees Required: _____ Total Fees Paid: _____ Date 4/29/25



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

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Banner Request Form

Monday Banner Start Date 6/30/25

Monday Banner End Date 7/7/25

(Banners are installed and removed on Mondays unless it is a Holiday, then it will be the following day)
(Banners may only be requested for one week at a time per form)

Reason for Banner CADILLAC FREEDOM FESTIVAL

Organization CADILLAC FREEDOM FESTIVAL

Contact Person KATE KING

Contact Phone [REDACTED]

Contact Email CADILLACFREEDOMFESTIVAL@GMAIL.COM

City of Cadillac & State of Michigan Guidelines:

- ☐ Banner requested date is a minimum of 2 months prior to display date requested.
- ☐ Banner picture or a design proof is **attached with this request form** or it will not be approved.
- ☐ The City reserves the right to determine when the banner is hung during inclement weather.
- ☐ The City is not responsible for any damages to the banner.
- ☐ Banner requested is for a reasonable and public purpose.
- ☐ Banner does not display any legend or symbol which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, or be political in nature.
- ☐ The legend may contain the name of the sponsor paying for the banner if such is not an obvious advertising of and promotion of the sale of the sponsor's goods or services.
- ☐ The lettering of the sponsor's name or a logo does not exceed three inches if on a single line or two-inches if on more than one line.
- ☐ Banner does not contain an address or directions to location.
- ☐ Banner meets all the design specifications on the back of this form.
- ☐ The banner will be delivered to City Garage a minimum of **1 week before** banner is to be displayed.
City Garage is located at 1001 6th Street and hours. Call Street Supervisor at (231)920-7800 to schedule time.
- ☐ Banner will be picked up within **1 week after** being displayed; if it is not picked up, the banner will be disposed of.

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

(No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name KATE KING Signature Kate King Date 4/29/25

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

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Parade Request Form

Name of Parade CADILLAC FREEDOM FESTIVAL - INDEPENDENCE DAY PARADE
Purpose of Parade 4TH OF JULY
Requesting Organization CADILLAC FREEDOM FESTIVAL
Contact Person(s) KATE KING
Contact Phone [REDACTED] Contact Email CADILLACFREEDOMFESTIVAL@GMAIL.COM
Date of Parade 7 / 4 / 25 Approx. number of participating groups 100
Requested Route ☐ Lake Street ☒ Mitchell Street Staging Time 11:00 AM/PM
Starting Time 1:00 AM/PM Ending Time 2:30 AM/PM

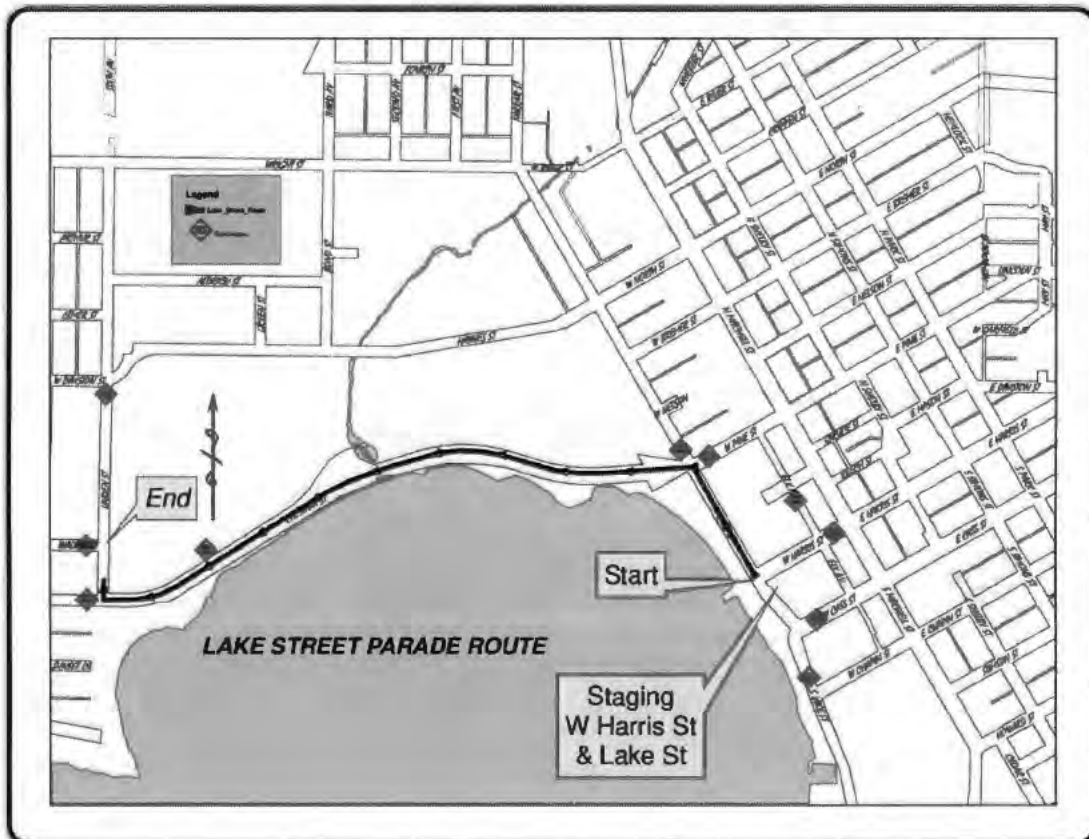
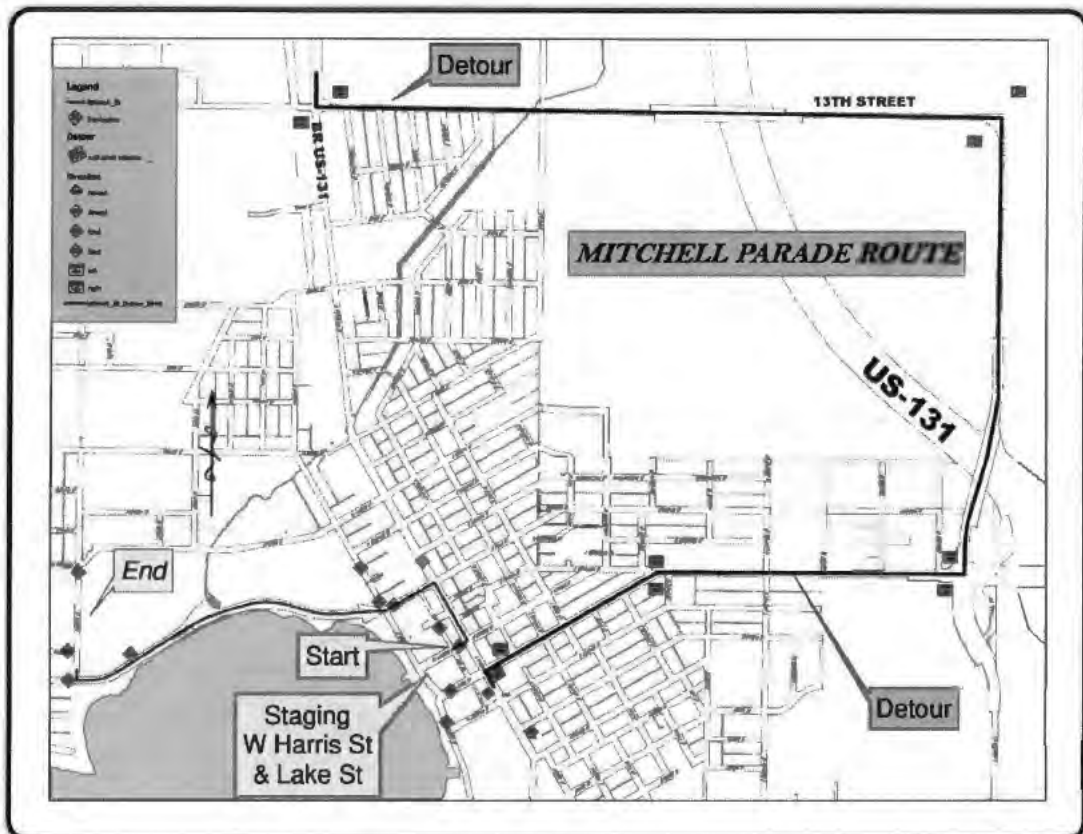
City of Cadillac & State of Michigan Rules

- Parade requests must be turned in a minimum of 6 weeks before parade
- Only one (1) parade is allowed per month
- Parades are only allowed on Holiday mornings, Saturday mornings, or Weekday evenings.
- Parades must use the designated route (See back side for the two (2) route options)
- Lake Street Parade Route is preferred so closure of US-131 can be avoided
- Mitchell Street Parade Route is only granted under special circumstances. The parade must be a well-established, annual parade with 40+ participating groups.

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

I understand and agree to these requirements & understand if these are not met the request will be denied.


Signature





200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Parade Request Form

Name of Parade CADILLAC FREEDOM FESTIVAL - KID + PET PARADE
Purpose of Parade 4TH OF JULY
Requesting Organization CADILLAC FREEDOM FESTIVAL
Contact Person(s) KATE KING
Contact Phone [REDACTED] Contact Email CADILLACFREEDOMFESTIVAL@GMAIL.COM
Date of Parade 7/5/25 Approx. number of participating groups 50
Requested Route ☒ Lake Street ☐ Mitchell Street Staging Time 5:30 AM/PM
Starting Time 6:00 AM/PM Ending Time 7:00 AM/PM

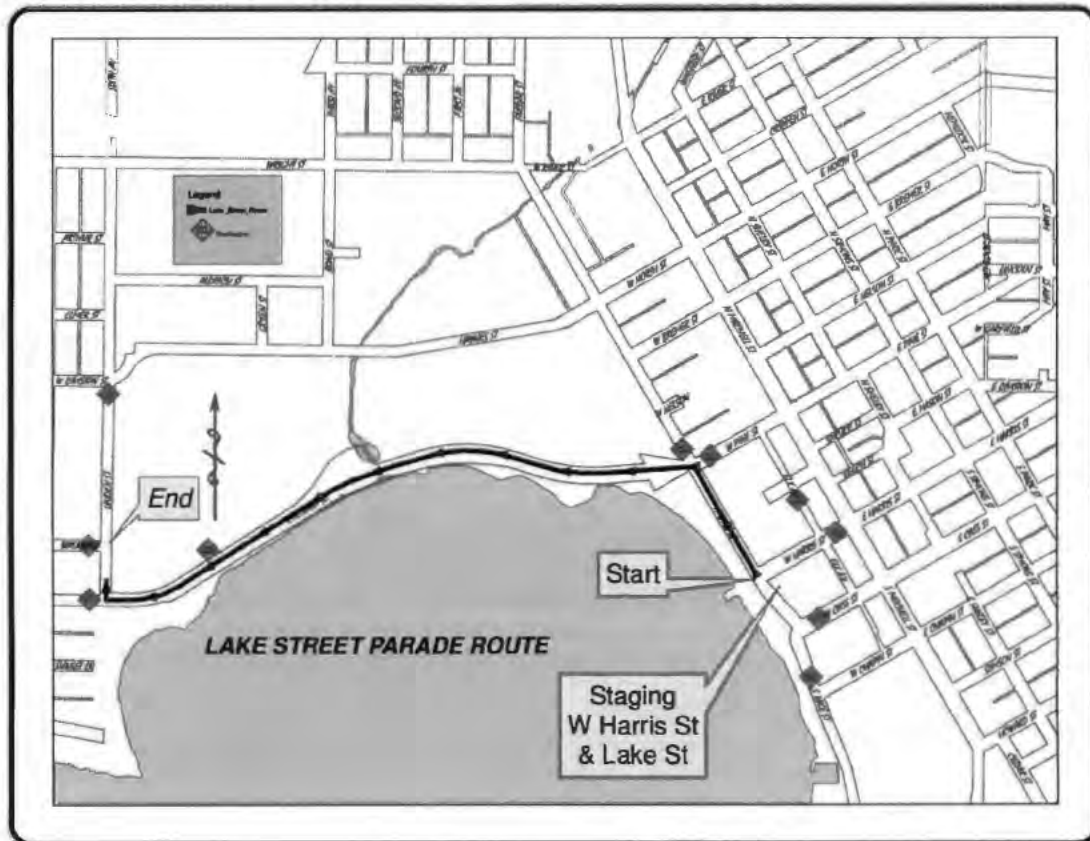
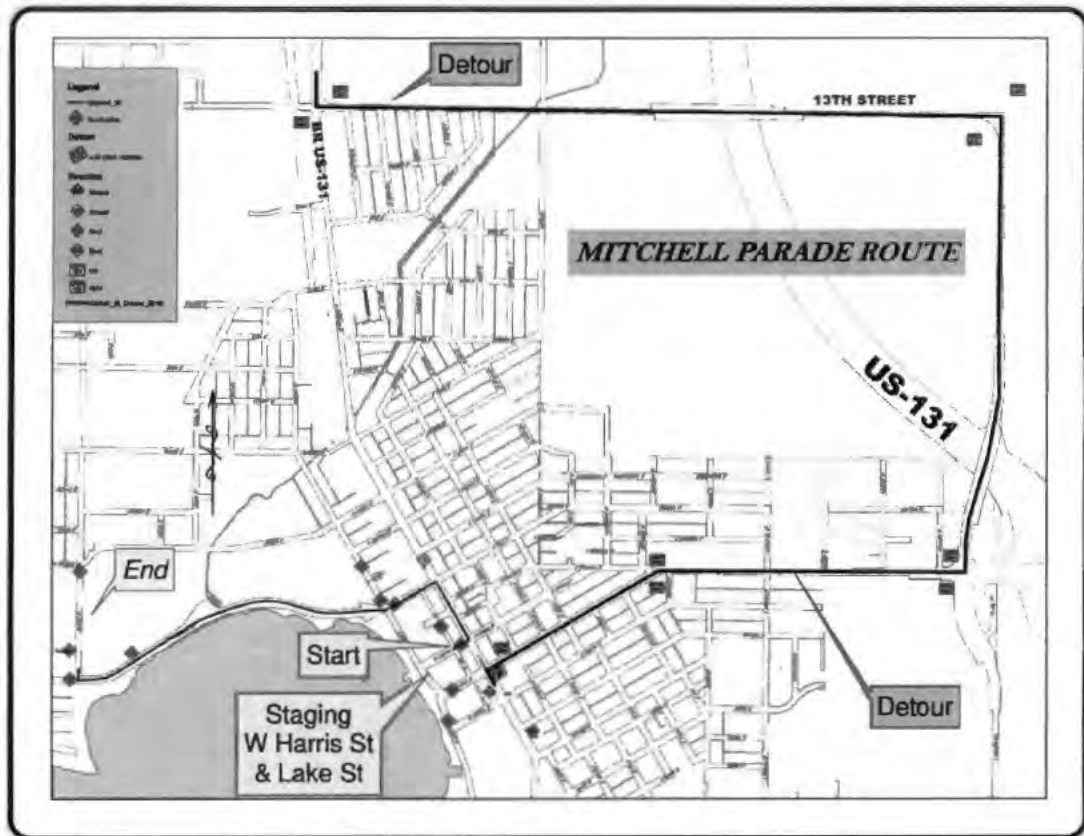
City of Cadillac & State of Michigan Rules

- Parade requests must be turned in a minimum of 6 weeks before parade
- Only one (1) parade is allowed per month
- Parades are only allowed on Holiday mornings, Saturday mornings, or Weekday evenings.
- Parades must use the designated route (See back side for the two (2) route options)
- Lake Street Parade Route is preferred so closure of US-131 can be avoided
- Mitchell Street Parade Route is only granted under special circumstances. The parade must be a well-established, annual parade with 40+ participating groups.

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

I understand and agree to these requirements & understand if these are not met the request will be denied.


Signature





200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Race Request Form

Name of Race FREEDOM 5K
Purpose of Race CASA FUNDRAISER
Requesting Organization CADILLAC FREEDOM FESTIVAL
Contact Person(s) KATE KING
Contact Phone [REDACTED] Contact Email CADILLACFREEDOMFESTIVAL@gmail.com
Date of Race 7/5/25 Approx. number of participants 100
Registration Location _____ Registration Time 7:30 AM/PM
Starting Time 8:30 AM/PM Ending Time 10:30 AM/PM

City of Cadillac Rules

- The City's designated route must be used unless approved by Police Department (Route on backside)
- If marking the route, washable sidewalk chalk or small signs placed in the City right-of-way must be used
- Spray paint is not allowed and will be strictly enforced & fines will be issued
- Organizations are responsible for all clean-up including removal of signs and pavement markings
- The Police Department does not provide escorting services
- Organizations are responsible for providing designated safety and security workers & escorts
- No streets are to be blocked off unless reviewed with City Staff & approved by City Council
- Participants must follow all State & City laws
- Organizations are responsible for providing their own tables, tents, porta johns etc...

The following must be provided with this request:

- ____ Proof of Liability Insurance (1 million & City of Cadillac named as additional insured)
- ____ Proof of Marine Permit from DNR if race takes place in the Lake
- ____ Approval from Wexford Road Commission & Wexford County Police Dept. if race is outside of City Limits
- ____ Detailed Daily schedule/agenda of races and events

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net (No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name KATE KING Signature [Signature] Date 4/29/25

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

For Office Use Only

5K - RUN

Date ----- 2016

Race Start Time: ----- AM

Race Starts and Ends at City Park
Lake Street

Surface: Sidewalk and Road





200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request CADILLAC FREEDOM FESTIVAL

Contact Person KATE KING

Contact Phone [REDACTED] Contact Email CADILLAC FREEDOM FESTIVAL@GMAIL.COM

Date: <u>FRI 7/4/25</u>		Street Closures	
Street Name <u>SLAKE ST.</u>	Beginning Location <u>CASS</u>	Ending Location <u>HARRIS</u>	
	Beginning Time <u>6 AM</u>	Ending Time <u>—</u>	
Street Name <u>HARRIS</u>	Beginning Location <u>LAKE</u>	Ending Location <u>MITCHELL</u>	
<u>(PARADE STAGING)</u>	Beginning Time <u>10:30 AM</u>	Ending Time <u>2 PM</u>	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time _____	Ending Time _____	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time _____	Ending Time _____	

Date: <u>FRI 7/4/25</u>		Parking Lot Closures	
Lot Location <u>HARRIS STREET SPOTS</u>	Street <u>W HARRIS</u>	Nearest Cross Street <u>S LAKE</u>	
	Beginning Time <u>6 AM</u>	Ending Time <u>—</u>	
Lot Location <u>SHAY LOCOMOTIVE</u>	Street <u>W CASS</u>	Nearest Cross Street <u>S LAKE</u>	
	Beginning Time <u>6 AM</u>	Ending Time <u>—</u>	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time _____	Ending Time _____	

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

(No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name KATE KING Signature [Signature] Date 4/29/25

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 4/29/25

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request CADILLAC FREEDOM FESTIVAL

Contact Person KATE KING

Contact Phone [REDACTED] Contact Email CADILLAC FREEDOM FESTIVAL@GMAIL.COM

Date: <u>SAT 7/5/25</u>		Street Closures	
Street Name <u>S. LAKE</u>	Beginning Location <u>CASS</u>	Ending Location <u>HARRIS</u>	
	Beginning Time <u>6AM</u>	Ending Time <u>MIDNIGHT</u>	
*Street Name <u>MITCHELL</u>	Beginning Location <u>PINE</u>	Ending Location <u>CASS</u>	
<u>SEE MAP</u>	Beginning Time <u>7AM</u>	Ending Time <u>4 PM</u>	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time _____	Ending Time _____	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time _____	Ending Time _____	

Date: <u>SAT 7/5/25</u>		Parking Lot Closures	
Lot Location <u>HARRIS ST. SPOTS</u>	Street <u>W. HARRIS</u>	Nearest Cross Street <u>S. LAKE</u>	
	Beginning Time <u>6AM</u>	Ending Time <u>MIDNIGHT</u>	
Lot Location <u>SHAY LOCOMOTIVE</u>	Street <u>W. CASS</u>	Nearest Cross Street <u>S. LAKE</u>	
	Beginning Time <u>6AM</u>	Ending Time <u>MIDNIGHT</u>	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time _____	Ending Time _____	

Form must be mailed or delivered to the above address or emailed to: mvandermeulen@cadillac-mi.net

(No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name [Signature] Signature KATE KING Date 4/29/25

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



Fire Department

200 North Lake Street
Cadillac, Michigan, 49601
Phone 231-775-3114 or
Fax 231-775-1408

SPECIAL EVENT PLAN REVIEW / PERMIT APPLICATION

This permit application is for special events including exhibitions, craft shows, trade shows, fairs, carnivals, fireworks displays, tents/membrane structures, and other large assembly functions.

Submit with application the permit fee of \$75.00 by check payable to the City of Cadillac.

The following information must accompany this application:

1. Scaled site plan showing vehicle parking, traffic patterns, emergency vehicle access, and fire lanes.
2. Scaled floor plan showing floor plan layout, exit locations, egress aisles and widths, interior finishes flame spread / smoke development ratings, and fire extinguisher locations.

DATE: 4/29/25

(INTERNAL USE) PERMIT #:

APPLICANT/CONTACT PERSON: Kate King

ADDRESS: P.O. Box 853

CITY: Cadillac

STATE: MI

ZIP: 49601

PHONE NUMBERS: BUSINESS

CELL:

EMAIL: cadillacfreedomfestival@gmail.com

TYPE OF EVENT: Festival

EVENT DATE(S): July 4-6, 2025

HOURS OF OPERATION: 9 am - Midnight

TEMPORARY TENTS/STRUCTURES:

YES ☐

NO ☒

BUSINESS/ORGANIZATION OR BUILDING NAME: Cadillac Freedom Festival

SITE ADDRESS: 500 Chestnut St

CITY: Cadillac

STATE: MI

ZIP: 49601

One (1) plan review and one (1) inspection are included. Inspection shall be during business hours. For inspections during non-business hours, inspections are charged at \$100.00 per hour with a minimum two (2) hour charge.

Additional inspections are charged at \$50.00 per hour during business hours and \$100.00 per hour during non-business hours.

Applicant Signature:



200 N. Lake Street
Cadillac MI 49601
Phone (231) 775-0181
www.cadillac-mi.net

Today's Date 3/4/2025

City Received Date

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Cadillac Freedom Festival Fireworks

Contact Person Michael Falk

Contact Phone [REDACTED] Contact Email mfalk@pyrotechnico.com

Date: <u>3/5/25</u>		Street Closures	
Street Name <u>Chestnut</u>	Beginning Location <u>Linden</u>	Ending Location <u>N. Lake</u>	
	Beginning Time <u>3:00</u> AM/PM	Ending Time <u>12:00</u> AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	

Date ____/____/____		Parking Lot Closures	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____AM/PM	Ending Time ____:____AM/PM	

Form must be mailed or delivered to the above address or emailed to: javila@cadillac-mi.net (No Faxes accepted)

I understand and agree to these requirements & understand if these are not met the request will be denied.

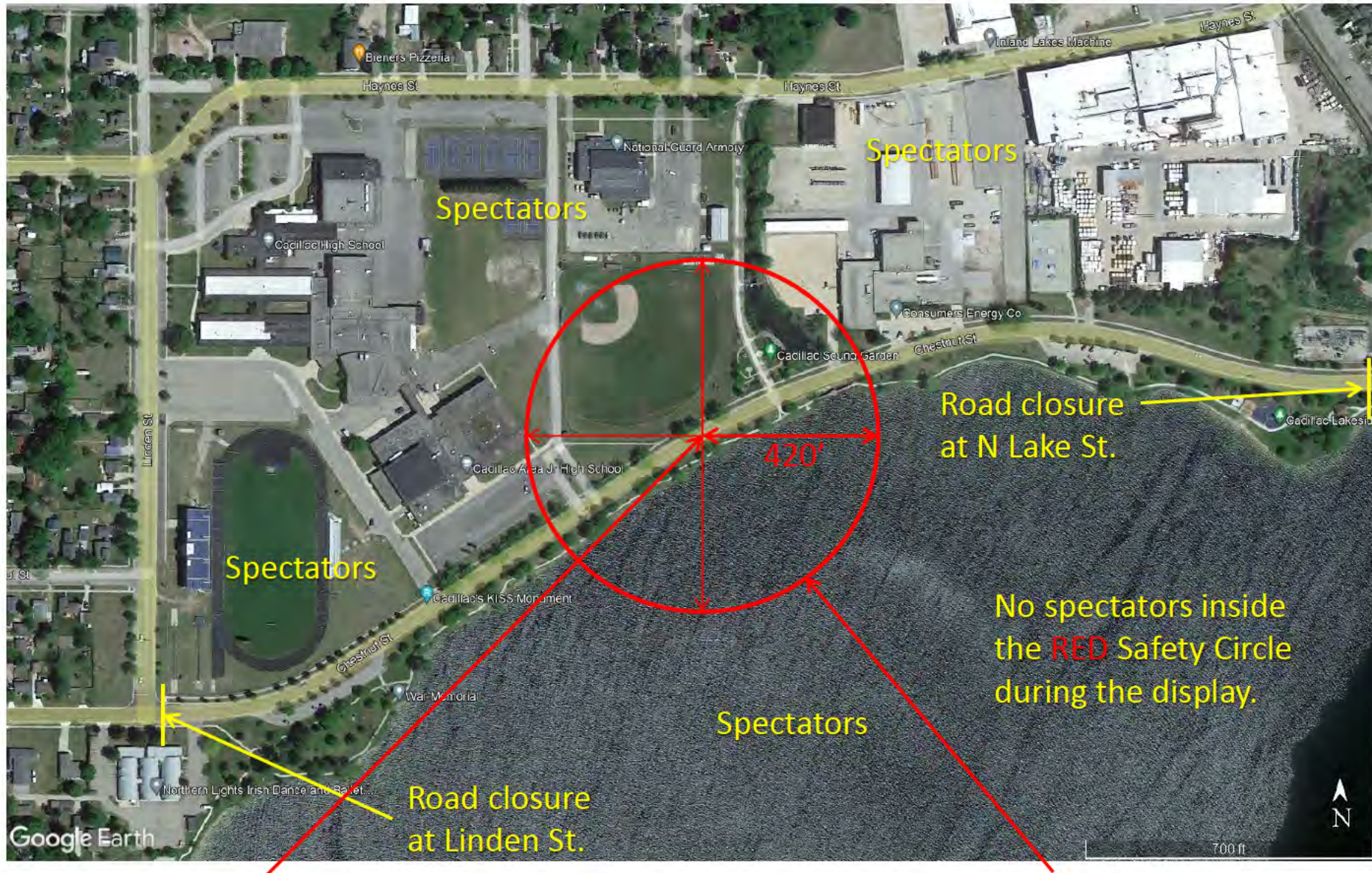
Print Name Michael Falk Signature Michael Falk Date 3/4/25

Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

Streets _____	Date Approved _____	Comments _____
Parks _____	Date Approved _____	Comments _____
Fire _____	Date Approved _____	Comments _____
Police _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____

Cadillac Freedom Festival
500 Chestnut Street, Cadillac MI 49601

Pyrotecnico Fireworks Inc.
2/1/2023 Michael Falk



Launch Location

Setup area: 50' X 50'

Radius from setup area: 420'

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

DATE PERMIT(S) EXPIRE:

☐ Agricultural or Wildlife Fireworks
 ☐ Articles Pyrotechnic
 ☒ Display Fireworks

☒ Public Display
 ☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

BFS-417 (Rev 01/24)

Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
(517) 241-8847

Authority: 1988 PA 358 Compliance: Voluntary Penalty: Permit will not be issued	The Department of Energy, Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, material status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the American with Disabilities Act, you may make your needs known to this agency.
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This permit is not transferable. It authorizes the resident wholesale dealer or jobber named below to have in his or her possession fireworks of any type, for sale only to holders of permits for public display or agriculture control.

Issued To Pyrotecnico Fireworks, Inc.		Age (18 or over) Yes
Address 4369 E Summit Woods Dr NE, Rockford, MI 49341		
Name of Organization, Group, Firm, or Corporation Cadillac Freedom Festival		
Address PO Box 853, Cadillac MI 49601		
Number and Types of Fireworks Approximately 2750 aerial display shells ranging in size from 1 ¼ inches to 6 inches in diameter.		
Exact Location of Display 500 Chestnut Street, Cadillac MI 49601		
City, Village, Township City of Cadillac, MI	Date July 5, 2025 w/ rain date of July 6, 2025	Time Approx. 10:25 pm
Bond or Insurance Filed? ☒ Yes ☐ No		Amount \$10,000,000.00

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2025
(Name of City, Village, Township)

(Signature and Title of Legislative Body Representative)

May 19, 2025

Council Communication

Re: Story Stroll – Great Start Collaborative Wexford-Missaukee-Manistee Counties

Great Start Collaborative approached staff with a proposal to implement a Story Stroll within our community. A Story Stroll is an initiative designed to promote a healthy lifestyle and enhance literacy within the community. The concept involves deconstructing an illustrated children's book and displaying its pages sequentially along a walking path, encouraging families to read together while enjoying a leisurely walk.

Staff met with Great Start Collaborative to identify a suitable location for this project and determined that the McKellop Walkway, near the Naval Reserve, would be the most appropriate location. The Story Stroll will consist of 16 display panels, each measuring approximately 24 inches by 19 inches, mounted on posts positioned about 2.5 feet above ground level. These panels will be installed approximately 30 feet apart along the walkway loop, allowing the community to engage with each page of the story as they move through the path.

Great Start Collaborative has committed to covering all associated costs, including materials, installation, ongoing maintenance, and monthly updates of the featured books. Attached to this communication is the proposal from Great Start Collaborative, including a visual representation of the proposed installation site.

Recommended Action

Council is being asked to consider approving the proposed Story Stroll concept and location.

Proposal for the City of Cadillac Story Stroll



Examples of Story Strolls

What is a Story Stroll?

A Story Stroll is an initiative designed to enhance movement and literacy within the community. It features an illustrated children's book that is disassembled and displayed page by page along a frequently visited walking route, encouraging families to engage with the story while enjoying a leisurely stroll.

What is the cost to the City Of Cadillac?

Great Start Collaborative (GSC) will cover the costs associated with the supplies and installation of the Story Stroll.

Who will update and maintain the Story Stroll?

GSC is committed to maintaining and updating books housed in the Story Stroll. Additionally, GSC will procure a backup panel and maintain it in storage for future replacement needs.

Why a Story Stroll?

According to the 2022 Kids Count data, only 31.5% of third graders in Wexford County are proficient in reading, a notable decline from 51.5% in 2017. The implementation of the Story Stroll initiative aims to enhance family engagement in literacy and establish a strong reading foundation for children. Additionally, the Story Stroll will serve as a free literacy resource for families in Wexford County, where 70.5% of K-12 students are economically disadvantaged. This initiative will provide access to stories that families may not have at home, thereby offering substantial literacy benefits. Furthermore, the Story Stroll is expected to promote increased physical activity among participants, contributing positively to the community's overall well-being.

Location of Story Stroll?

The Story Stroll will consist of 16 panels positioned along the McKellop Walk Way, see the below aerial photo. The panels will be placed approximately 30 feet apart. This will be a great addition to the area with the Naval Reserve, Butterfly Mural and Pickle-ball Courts being in close proximity.



May 19, 2025

Council Communication

Re: Cadillac Lofts Development and Reimbursement Agreement

As part of the original Brownfield Plan and EGLE Brownfield Grant, a Development and Reimbursement Agreement was executed between Cadillac Lofts and the City of Cadillac Brownfield Redevelopment Authority that outline the terms and conditions for Brownfield Tax Increment Financing (TIF) capture and reimbursement, as well as for EGLE Grant reimbursements and compliance with all terms of the EGLE Grant.

Cadillac Lofts requested that the Brownfield TIF and EGLE Grant Agreements to be bifurcated to simplify arrangements. The EGLE Grant Implementation Agreement was authorized by the CBRA at the March 12, 2025 meeting.

In addition, the Agreement must include additional provisions for Rent and Income Reporting under Act 381 Housing TIF requirements, as well as accommodate the addition of Cadillac Lofts II as a Developer.

Because the City will be reimbursed public infrastructure expenses through TIF capture from additional revenues generated by Cadillac Lofts under the Brownfield Plan, the City is included as a party to the Agreement.

Attached is an Amended and Restated Development and Reimbursement Agreement, based on the original agreement and with the Housing TIF provisions that were included in the North Lake Street Flats Agreement and excluding the EGLE Grant provisions.

The Council is requested to authorize the Mayor to execute the Amended and Restated Development and Reimbursement Agreement, with final review as to substance by the City Manager and as to form by Counsel.

Recommended Action

Authorize the Mayor to execute the Amended and Restated Development and Reimbursement Agreement between Cadillac Lofts, LLC and Cadillac Lofts 2, LLC, the City of Cadillac Brownfield Redevelopment Authority and the City of Cadillac, with final review as to substance by the City Manager and as to form by Counsel.

**CADILLAC BROWNFIELD REDEVELOPMENT AUTHORITY
AMENDED AND RESTATED DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This Amended and Restated Development and Reimbursement Agreement (the “**Amended and Restated Agreement**”) is made as of May___, 2025, and is by and among Cadillac Lofts, LLC and Cadillac Lofts 2, LLC, each a Michigan limited liability company (collectively, the “**Developer**”); the Cadillac Brownfield Redevelopment Authority, a Michigan public body corporate (the “**CBRA**”); and the City of Cadillac, a Michigan municipal corporation (the “**City**”).

PREMISES

- A. The CBRA has been formed under Public Act 381 of 1996 of the State of Michigan, as amended (“**Act 381**”), to promote the revitalization of contaminated, blighted, functionally obsolete, historically designated, and housing development properties (“**Brownfield Eligible Property**”) through tax increment financing of Eligible Activities.
- B. The Developer is engaged in the redevelopment of 207 and 223 (formerly 201 and 215) South Mitchell Street in Cadillac, Michigan (collectively, the “**Project Property**”) for commercial/retail/residential uses and improvements. The Developer has completed Phase I of a project to redevelop the Project Property and now desires to undertake Phase II of the redevelopment (collectively, Phase I and Phase II are referred to as the “**Developer Project**”).
- C. The Project Property is more particularly described in Amendment #2 of the Brownfield Plan, attached hereto as **Exhibit A**. All references to the Brownfield Plan in this Amended and Restated Agreement mean the Brownfield Plan as it has been amended.
- D. The Project Property qualifies as Brownfield Eligible Property under Act 381, including qualification for certain housing development activities as set forth in Public Act 90 of 2023.
- E. Phase I of the Developer Project was completed under a Development and Reimbursement Agreement by and among the parties to this Amended and Restated Agreement. The parties are executing this Amended and Restated Agreement to replace the prior Development and Reimbursement Agreement and to set forth certain terms that will apply specifically to Phase II of the Developer Project.
- F. The City anticipates public infrastructure improvements directly related to the Project Property, which have been included in the Brownfield Plan and Act 381 Work Plan and for which the City anticipates reimbursement from Brownfield Tax Increment Revenues to the extent such public infrastructure improvements are implemented and, if so, only as to the actual costs incurred.
- G. The total capital investment into the Developer Project on the Project Property is estimated to be \$26.4 million.
- H. In connection with Phase I, the Michigan Department of Environment, Great Lakes, and Energy (“**EGLE**”) awarded to the City both a grant of \$250,000 (the “**Grant**”) and a loan of \$267,140 (the “**Loan**”) to conduct environmental response activities, lead and asbestos

abatement, and demolition on Brownfield Eligible property adjoining the Project Property. A copy of the respective Grant and Loan Contracts are attached as **Exhibit B**.

- I. The City designated the CBRA to be the implementing agency for the Grant and Loan.
- J. With respect to Phase I, funds from the Grant equal to \$182,074.39 were allocated and used for response activities, with the Grant closed out as set forth in the Closeout Letter attached as **Exhibit C**; no Loan funds were used in Phase I.
- K. EGLE has awarded a second grant to the City in the amount of \$817,925.61, which is the subject of a separate Development and Reimbursement Agreement as to the eligible activities for that grant.
- L. The Developer desires to conduct and be reimbursed for Eligible Activities under the approved Brownfield Plan and Act 381 Work Plan.
- M. The CBRA has determined in furtherance of its purposes and to accomplish its goals that it is in the best interest of the CBRA to reimburse the cost of certain Eligible Activities as defined by Sec. 2(o) of Act 381, MCL 125.2652(o), on the Eligible Property; the CBRA has approved the Brownfield Plan attached; and the CBRA has entered the Grant Contract and the Loan Contract, that include the Developer Project, the Eligible Property, and the Eligible Activities.
- N. Under the Brownfield Plan and Act 381 Work Plan, the CBRA will capture and retain 100 percent of the Brownfield Tax Increment Revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon Eligible Property consistent with Act 381, as amended, and the approved Brownfield Plan and Act 381 Work Plan. Upon satisfaction of the conditions expressed in this Amended and Restated Agreement, the CBRA will use the Brownfield Tax Increment Revenues as provided by law and as described in this Amended and Restated Agreement.

In consideration of the premises and the mutual covenants contained in this Amended and Restated Agreement, the Developer and the CBRA hereby enter into this Amended and Restated Agreement and covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.0 Definitions

The following capitalized terms used in this Amended and Restated Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- (a) “Act 381” means Act 381 of Michigan Public Acts of 1996, as amended.
- (b) “Act 381 Work Plan” means the work plan approved by the CBRA and State of Michigan, and attached as **Exhibit D**, as subsequently amended or supplemented.

- (c) “Amended and Restated Agreement” means this Amended and Restated Development and Reimbursement Agreement entered into between the City, the CBRA, and the Developer.
- (d) “AMI” means Area Median Income for Wexford County as published annually by MSHDA.
- (e) “Borrowing” means financing of Eligible Activities by the City or the CBRA through the issuance of bonds, interdepartmental transfers, or other source of financing.
- (f) “Bonds” means bond obligations that may be entered into by the City or the CBRA as necessary for Eligible Activities, including public improvements related to the project that may be outstanding from time to time.
- (g) “Brownfield Plan” means the Brownfield Plan as adopted by the CBRA and the City Council, and as may be amended pursuant to Act 381.
- (h) “Brownfield Tax Increment Revenues” means incremental increase for initial taxable value, as defined by Act 381 and set in the Brownfield Plan, from all taxable real and personal property located on the Eligible Property during the life of the Brownfield Plan.
- (i) “CBRA” means the Cadillac Brownfield Redevelopment Authority, established by the City Council.
- (j) “CBRA Consultant” means the environmental consultant contracted by the CBRA to assist the Developer in work plan development, contractor procurement, environmental compliance, reporting and meeting obligation of the Grant and Loan Contracts.
- (k) “City” means the City of Cadillac.
- (l) “City Council” mean the Cadillac City Council.
- (m) “Debt Obligation” means the cumulative Eligible Activity expense to be reimbursed from Brownfield Tax Increment Revenues as documented by the Developer and approved by the CBRA in accordance with Section 5.1(b).
- (n) “Developer” means Cadillac Lofts LLC and Cadillac Lofts 2, LLC, including their successors and assigns.
- (o) “Developer Project” means the acquisition and construction of a (commercial/retail/residential) development and certain appurtenant properties and improvements as described in the Brownfield Plan.
- (p) “EGLE” means the Michigan Department of Environment, Great Lakes and Energy, formerly the Michigan Department of Environmental Quality (MDEQ).

- (q) “Eligible Activities” means those environmental response, non-environmental, and housing development activities eligible under Sec. 2(o) of Act 381, MCL 125.2652(o), or approved by EGLE, the Michigan Strategic Fund, or the Michigan State Housing Development Authority as part of the approved Act 381 Work Plan.
- (r) “Eligible Property” means the property as defined by Sec. 2(p) of Act 381, MCL 125.2652(p) upon which the Eligible Activities will be conducted.
- (s) “Event of Default” means the failure by a party to carry out its obligations under this Amended and Restated Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within 30 days after notice thereof has been given by the other party or, if such failure cannot because of its nature be cured within such 30 day period, the defaulting party has commenced cure of such failure and is diligently pursuing cure.
- (t) “Grant and Loan Contracts” means the Brownfield Redevelopment Grant Contract and the Brownfield Redevelopment Loan Contract.
- (u) “Housing Development Activities Financing Gap” is MSHDA Eligible Activity defined in Act 381 in part as reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for Income Qualified households.
- (v) “Income Qualified” or “Income Qualifications” means household incomes at or below 120 percent of AMI.
- (w) “Income Restricted Units” means residential rental units occupied by Income Qualified households.
- (x) “Indemnified Persons” means the City and the CBRA and their members, officers, agents, and employees.
- (y) “Interest” means the amount of actual interest of up to 5 percent accrued on unreimbursed Eligible Activities, beginning with the date of approval of the occupancy permit. Interest is reimbursable with Brownfield Tax Increment Revenues. Interest is calculated annually, based on the unreimbursed Eligible Activities approved by the CBRA, and paid after all Eligible Activities are reimbursed, in accordance with Section 2.4, Section 2.5 and Section 5.1.
- (z) “Loan Funds” means \$267,140 that originally were to be provided pursuant to the Loan Contract, and that were thereafter never used and the Loan Contract was closed out.
- (aa) “Maximum Eligible Activity Cost” means the CBRA’s maximum obligation to pay for the Eligible Activities from Brownfield Tax Increment Revenues from the Project, as provided in the Brownfield Plan not to exceed \$6,325,539.

- (bb) “MDEQ” means the Michigan Department of Environmental Quality, now the Michigan Department of Environment, Great Lakes and Energy (EGLE).
- (cc) “MSF” means the Michigan Strategic Fund.
- (dd) “MSHDA” means the Michigan State Housing Development Authority.
- (ee) “Public Improvements” means the City’s site work, road construction, utilities, and equipment directly benefitting the Eligible Property for which bonds have been issued; and for which reimbursement is anticipated from Brownfield Tax Increment Revenues, as described in the Brownfield Plan, in an amount not to exceed the actual amount incurred for such work.
- (ff) “Transaction Costs” means CBRA’s costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the CBRA’s obligations under this Amended and Restated Agreement, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, approvals of the Brownfield Plan, Act 381 Work Plan and this Amended and Restated Agreement, and any subsequent amendments, printing costs, costs of reproducing documents, filing and recording fees, counsel fees, financial expenses, insurance fees and expenses, administration and accounting for the loan proceeds and tax increments revenues, oversight and review, and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan, the Act 381 Work Plan and this Amended and Restated Agreement, or other related agreements with Owner, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

Section 1.2 Number and Gender

The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun should include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2 COVENANTS OF THE DEVELOPER AND THE CITY

Section 2.1 Authorization of Borrowing

The parties recognize that neither the CBRA nor the City has the power to mandate cooperation by the City electors in the approval of the Borrowing, if necessary. The City Commission will pledge Full Faith and Credit to secure the Borrowing, if necessary. Based on the recommendation of the City’s financial advisor, either the City or the CBRA may issue the Bonds.

Section 2.2 Public Improvement Borrowing

- (a) The Public Improvement Borrowing may finance the certain Public Infrastructure Eligible Activities included in the Brownfield Plan and Act 381 Work Plan.

- (b) The parties recognize that neither the City nor the CBRA has the power to mandate an acceptable interest rate for the sale of the Bonds. The City Commission or CBRA may decide in its sole discretion not to sell the Bonds. The Borrowing will be made if the City Commission and the CBRA in good faith determine that the Developer intends to complete the Project, that the Project is scheduled to be under construction, and that the Tax Increment Revenue and other needed revenue are assured from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or CBRA included in the Brownfield Plan and Act 381 Work Plan. Subject to the conditions specified in Article 3 and in this Article, the City and/or the CBRA shall use their best efforts to issue the Bonds.
- (c) The City Commission and/or CBRA retains sole authority over all aspects of their respective Borrowing and the Bonds, including but not limited to, determination on issuance, the total amount, payment schedule, type and acceptable interest.

Section 2.3 Construction of Development

The Developer shall construct the Developer Project and the City shall construct the Public Improvements in accordance with proper construction standards and the Amended and Restated Agreement. They shall proceed with due care and diligence and commence and complete Eligible Activities and the Development in accordance with the Amended and Restated Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.4 Covenant to Pay Financial Obligations

The City and the Developer will utilize their own funds for Eligible Activities or Eligible Activity costs, including debt proceeds financed by the City and/or Developer. The City and the Developer will receive reimbursement from the CBRA for the Eligible Activity up to the Maximum Eligible Activity Cost approved by the CBRA under Section 5.1 (also referred to as “debt obligation”) to the extent of available Brownfield Tax Increment Revenues in accordance with the terms of this Amended and Restated Agreement, the Brownfield Plan, the Act 381 Work Plan and Act 381. Brownfield Tax Increment Revenues will reimburse Eligible Activities in the following priority:

- (a) First, to the State of Michigan Brownfield Revolving Loan Fund for a period of 25 years, an amount equal to 3 mills of the State Education Tax;
- (b) Second, to the City, up to \$1,177,555 of actual expenses incurred, to be paid in annual installments of \$78,000;
- (c) Third, local tax capture revenues will be applied to the Administrative and Transaction Costs of the CBRA, not to exceed 6 percent of the amount of distributable Brownfield Tax Increment Revenues in any given year;
- (d) Fourth, local tax capture revenues will be applied to the CBRA for its local revolving loan fund, not to exceed 5 percent in any given year;

- (e) Fifth, to the Developer for Eligible Activities expenses pursuant to the Brownfield Plan and approved by the CBRA in accordance with Section 5.1, with 50 percent allocated to Cadillac Lofts, LLC and 50 percent allocated to Cadillac Lofts 2, LLC.

It is anticipated that there will be sufficient Brownfield Tax Increment Revenues to meet the obligations under this Amended and Restated Agreement. However, if the Developer Project does not result in sufficient revenues to repay such obligations, the Developer agrees and understands that it will have no such claim or further recourse of any kind or nature against the CBRA except from available captured tax revenues and if for any reason the Brownfield Tax Increment Revenues are insufficient or there are none, then Developer assumes full responsibility for any such loss or cost.

Section 2.5 Reserved

Section 2.6 Brownfield Tax Increment Revenue Reimbursement Conditions

It is expressly understood and agreed that the reimbursement (debt obligation) of the CBRA is subject to the following conditions:

- (a) Approval by EGLE, MSHDA and/or MSF, and CBRA of (1) the Act 381 Work Plan, as amended or supplemented, or (2) of the Eligible Activity as qualifying for school tax capture; however, to the extent an Eligible Activity falls outside (1) or (2) of this subparagraph, then the Eligible Activity must be identified in the Work Plan, as amended, and approved by the CBRA for local tax recapture to the extent authorized by Act 381;
- (b) The Developer shall provide proof of ownership of the Eligible Property if applicable and have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Amended and Restated Agreement, the Grant Contract, the Loan Contract, and any other agreement with the CBRA, and all preconditions to the performance of the Developer have been satisfied;
- (c) Developer shall provide written proof of waivers of liens by any Contractor conducting Eligible Activities as described in this Amended and Restated Agreement for which reimbursement is requested.
- (d) There are adequate Brownfield Tax Increment Revenues;
- (e) The Developer shall pay the real and personal property taxes levied on any portion of the Development on or before the date the same are payable without interest or penalty.

Section 2.7 Income, Rent Documentation, and Reporting

- (a) The Developer shall monitor and annually provide to the CBRA and MSHDA that 40 units are occupied by households or individuals that meet income requirements and that the rents being charged on an annual basis are no more than 30 percent of

household income of 120 percent AMI, consistent with MSHDA requirements for the Missing Middle Program.

- (b) Households must prove eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or as otherwise approved by MSHDA.
- (c) The Developer shall provide to the CBRA Director no later than June 15 of each year as part of the Act 381 reporting requirements under MCL 125.2666(7,9) a report of the following:
 - 1. Total Investment;
 - 2. Square Footage;
 - 3. New Jobs Created;
 - 4. Number of housing units produced;
 - 5. Number of income qualified purchaser households served;
 - 6. Number of income qualified renting households assisted;
 - 7. Housing unit rental rates or prices at which the housing units were sold;
 - 8. Racial and socioeconomic data on the individuals purchasing or renting the housing units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located; and,
 - 9. Other information required to be reported to the State of Michigan to verify compliance with Act 381 unless that information is readily available to the City Treasurer.

If the term of this Amended and Restated Agreement is reduced, the Developer and its successors, if any, are released from income and rent monitoring responsibilities and Income Restricted Units may be released from income restrictions.

Section 2.8 Prohibition of Short-Term Rentals

- (a) In accordance with Section 15(12)(m)(iv) of the Act, no short-term rentals are allowed in any of the residential units. Leases shall be at least 30 days in duration.
- (b) The Developer agrees to include notice of the short-term rental prohibition in any lease and is responsible for monitoring compliance with this provision.

Section 2.9 Reserved

Section 2.10 Indemnification of Indemnified Persons

- (a) The Developer shall be considered an independent contractor and not an agent or employee of either the CBRA or the City. Nor shall an agent or employees of the Developer be considered an agent or employees of the CBRA or the City. The Developer

shall remain responsible for any claims arising out of its own acts or omissions during the performance of this Amended and Restated Agreement, as provided by law. Additionally, the Developer, the City, and the CBRA shall not be considered engaged in a joint venture or partnership.

- (b) The Developer shall indemnify and hold the Indemnified Persons harmless from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of the Developer Project from and after the date hereof. If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel selected by the Developer, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Developer shall not be liable for payment or settlement of any such claim or proceeding made without its consent.
- (c) The Developer shall not be obligated to indemnify any Indemnified Person under subsection (a) if the liability arises out of the Indemnified Person's negligence, willful misconduct or breach of this Amended and Restated Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any indemnified Person.
- (d) The Developer also shall indemnify the Indemnified Persons for all reasonable costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Developer under this Amended and Restated Agreement or any related agreement.
- (e) The indemnity provisions shall survive the term of this Amended and Restated Agreement.

Section 2.11 Site Access

Until the issuance of a permanent Certificate of Occupancy as to the Developer Project, the Developer shall grant to CBRA or their designated agents, access to the Site to exercise their respective rights related to the purposes and pursuant to the terms of this Amended and Restated Agreement. The CBRA shall give the Developer notice of at least 24 hours of its intent to access the site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, the CBRA shall give notice as is reasonable and practicable under the circumstances.

ARTICLE 3
CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE DEVELOPER AND THE CITY

Section 3.1 Conditions Precedent to Developer's Obligations to Construct the Developer Project.

The obligations of Developer to construct the Developer Project, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the CBRA, as required herein, or waived by the Developer, except as specifically provided herein:

- (a) No condition, event, action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer, the City or the CBRA is a party, or threatened against the Developer, the City or the CBRA contesting the validity or binding effect of this Amended and Restated Agreement or the validity of the Brownfield Plan or Act 381 Work Plan or which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the CBRA to collect and use Tax Increments to repay its obligations under this Amended and Restated Agreement; or
 - (2) A material adverse effect on the Developer's, or the CBRA's ability to comply with the obligations and terms of this Amended and Restated Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by the CBRA and no action or inaction by the CBRA eventually which with the passage of time could become an Event of Default.
- (c) The Developer, the City and the CBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Amended and Restated Agreement.
- (d) Brownfield Tax Increment Revenue and other needed revenue are assured, in the CBRA's sole reasonable judgment, from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the Developer, City, and/or CBRA included in the Brownfield Plan and Act 381 Work Plan.
- (e) Approval of the Act 381 Work Plan by EGLE for Environmental Activities and by MSF and/or MSHDA for Non-Environmental Eligible Activities.
- (f) The Developer has received the consent of any affected utility for relocation, burial or other activity necessary to construct their respective portions of the Project and/or Public Improvements.
- (g) There has been no change in statutes or other law that would negatively impact either party's ability to meet (a)-(f) above.

Section 3.2 Conditions Precedent to City's and/or CBRA Obligations to Construct the Public Improvements

The obligations of City and/or CBRA to construct specified components of the Public Improvements, borrow or pursue the Borrowing for such specified components, as contemplated herein, are subject to the following conditions precedent which must be satisfied as required herein, except as specifically provided herein or otherwise waived by the City and/or the CBRA:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer, City, or CBRA is a party contesting the validity or binding effect of the Amended and Restated Agreement or the validity of the Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the CBRA to collect and use Tax Increments to repay its obligations under the Amended and Restated Agreement.
 - (2) A material adverse effect on the ability of the City or the CBRA to issue Bonds.
 - (3) A material adverse effect on the Developer's, the City's or CBRA's ability to comply with the obligations and terms of the Amended and Restated Agreement, the Brownfield Plan, or the Bonds.
- (b) There shall have been no Event of Default by the Developer and no action or inaction by the Developer eventually which with the passage of time could become an Event of Default.
- (c) The Developer, the City and the CBRA shall have performed all of the terms and conditions to be performed by it pursuant to the Amended and Restated Agreement.
- (d) Brownfield Tax Increment Revenue and other needed revenue are assured, in the CBRA's sole reasonable judgment, from actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or CBRA included in the Brownfield Plan and Act 381 Work Plan.
- (e) Approval of the Act 381 Work Plan by EGLE for Environmental Activities and/or MSF for Non-Environmental Eligible Activities.
- (f) The City has approved the Borrowing in accordance with law, without referendum or following a referendum which sustains the bonds. Provided that the decision to pursue a referendum vote, if requested, shall be within the discretion of the City Council.
- (g) No condition or event or action, suit, proceeding, investigation is occurring or threatened to occur that would affect the validity or binding effect of the Amended and Restated Agreement or the Brownfield Plan, which could result in one (1) or more of the following effects:

- (1) A material adverse effect upon the ability of the CBRA to collect and use Brownfield Tax Increment Revenues or other relied-upon revenue to pay the Borrowing or for the Public Improvements;
 - (2) A material adverse effect on the ability of the City to acquire or construct the Public Improvements;
 - (3) A material adverse effect on the ability of the City or CBRA to borrow or issue or sell bonds;
 - (4) A material adverse effect on the Developer's, CBRA's, or City's ability to comply with the obligations of the Amended and Restated Agreement, the Brownfield Plan, or the Borrowing.
- (h) There has been no change in statutes or other law that would have one or more of the following effects: prevent the actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the debt or other financing obligations for Eligible Activities of the City and/or CBRA included in the Brownfield Plan and Act 381 Work Plan.
 - (i) There has been no Event of Default by the Developer.
 - (j) The City and/or Developer have received the consent of any affected utility for relocation, burial or other activity necessary to construct the Public Improvements.
 - (k) Documentation of financial commitment to construct the Developer Project is provided in a form acceptable to all parties to the Amended and Restated Agreement.

ARTICLE 4 COVENANTS OF THE CBRA

Section 4.1 Adoption of Plan

The CBRA and City Council will have prepared and approved the Brownfield Plan. The CBRA will have approved the Act 381 Work Plan. Together, these documents provide for the payment of CBRA Administrative and Transaction Costs and the preparation and approval of the Brownfield Plan and Act 381 Work Plan, payments to the EGLE Brownfield Loan, and reimbursement to the Developer Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Amended and Restated Agreement, the Brownfield Plan, and Act 381 Work Plan.

Section 4.2 Completion of Eligible Activities

Upon the satisfactory completion of the Eligible Activities by the Developer and the City as described in Exhibit A, as amended or supplemented, pursuant to this Amended and Restated Agreement, and approved by EGLE and/or MSHDA/MSF and where applicable approved by the CBRA, the CBRA shall reimburse the Developer and the City in accordance with the terms set forth in this Amended and Restated Agreement. If the Developer or the City incurs any expenses or costs

for any activities other than the Eligible Activities or the costs exceed the Maximum Eligible Activity Costs as set forth in Exhibit A, as amended or supplemented, the Developer or the City shall bear such costs without any obligation on the part of the CBRA. If the costs of Eligible Activities set forth in the Brownfield Plan and Act 381 Work Plan, as amended or supplemented, are less than such maximum cost, then the Developer or the City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 CBRA or Contract Manager Oversight

The CBRA may retain the services of a qualified contract manager for the purposes of assuring that the activities, invoices, and accounting by the Developer are fair, reasonable, and constitute Eligible Activities within the meaning and scope of this Amended and Restated Agreement, the Brownfield Plan, the Act 381 Work Plan, and Act 381. The Developer shall provide to the Director and its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that the CBRA has no right to control or to exercise any control over the actual services or performance by the Developer of the Eligible Activities, except as to assurance that the Developer has met the conditions and requirements of this Amended and Restated Agreement.

ARTICLE 5 CONDITIONS PRECEDENT TO CBRA OBLIGATIONS

Section 5.1 Conditions Precedent to CBRA's Obligation to Carry Out Its Obligations Under Amended and Restated Agreement

The obligations of the CBRA to make reimbursements of costs to the Developer and City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent, which must be satisfied by both the Developer and the City as required herein, except as expressly provided in this Amended and Restated Agreement or otherwise waived in writing by the CBRA. It is expressly agreed that the CBRA makes or gives no assurance of payment to the Developer or the City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan and/or Act 381 Work Plan, or as hereafter supplemented or amended, and that it shall have the right to review and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by a consultant, contractor, or subcontractor under this Amended and Restated Agreement. However, so long as an Eligible Activity by the Developer or the City has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Amended and Restated Agreement, the Developer and the City shall be entitled to reimbursement for its eligible activities expenses. The approval of the Brownfield Plan, Act 381 Work Plan, or the project budget described below is not a guarantee that there will be sufficient Brownfield Tax Increment Revenues to reimburse the Eligible Activities, and if for any reason, the revenues are insufficient or there are none, the Developer or the City assumes full responsibility for any such loss or cost.

- (a) Before commencing work on Phase II and pursuant to the policies and procedures adopted by the CBRA, the Developer and the City will present a project budget to the

CBRA at least two weeks prior to the commencing of work. The project budget will be submitted will provide detailed cost estimates or contractor quotes or bids.

- (b) The Developer and the City shall submit invoices of its Eligible Activities expenses and a written statement demonstrating a factual basis that it has completed the Eligible Activities to the CBRA for preliminary review and approval within 180 days of completion of Phase II in a form as required by the CBRA. Documentation of the costs incurred shall be provided including proof of payment, lien waivers, and detailed invoices for the costs incurred in sufficient detail to determine whether the costs incurred were for Eligible Activities.
- (c) Within 60 days after receipt, the CBRA Director or contract manager shall review and approve or reject the reasonableness of the invoice and activity as ineligible and, if recommended, shall present the invoice to the CBRA for approval. In the event of an objection, the CBRA Director or Contract Manager will notify the Developer or the City within the 60 day time period, and the Developer or the City shall meet to resolve or cure the objection. If the objection is not resolved or cured with 45 days, there is no obligation to pay the portion of the invoice objected to until the parties have mutually agreed in writing through an alternative dispute mediation or there is a final judgment or order of a court of competent jurisdiction directing payment. It is expressly agreed that the CBRA makes or gives no assurance of payment to the Developer or the City by the mere fact that an Eligible Activity or a dollar amount for such activity is identified in the Brownfield Plan or Act 381 Work Plan and that the CBRA shall have the right to review and approve or deny reimbursement for any invoices for eligible activities based on the reasonableness of services performed by any consultant or contractor under this Amended and Restated Agreement.
- (d) Payment for approved invoices from Brownfield Tax Increment Revenues from the Development will be made within 30 days of receipt by the CBRA of captured winter and summer taxes.
- (e) No condition, event, action, suit, proceeding or investigation is occurring or threatened to occur, or shall be pending before any court, public board or body to which the Developer, City, or CBRA is a party, or threatened against the Developer, City, or CBRA contesting the validity or binding effect of this Amended and Restated Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one (1) or more of the following effects:
 - (1) A material adverse effect upon the ability of the CBRA to collect and use Brownfield Tax Increment Revenues to repay its obligations under this Amended and Restated Agreement.
 - (2) A material adverse effect on the ability of the Developer, City or CBRA to comply with the obligations and terms of this Amended and Restated Agreement, the Brownfield Plan, or the Act 381 Work Plan.

- (3) There shall have been no Event of Default by the CBRA or City and no action or inaction by the CBRA or City which eventually with the passage of time could become an Event of Default.
- (f) The Developer, City, and CBRA shall have performed all of the terms and conditions to be performed by it pursuant to this Amended and Restated Agreement.
- (g) Brownfield Tax Increment Revenue and other needed revenue are assured, in the CBRA's sole reasonable judgment for actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues to meet the obligations for Eligible Activities of the City and/or CBRA included in the Brownfield Plan and Act 381 Work Plan.
- (h) Approval of the Act 381 Work Plan by EGLE for Environmental Eligible Activities and by MSF and/or MSHDA for Non-Environmental Eligible Activities.
- (i) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land use and the Project have been secured.
- (j) There has been no change in statutes or other law that would have one or more of the effects described in (e) above.
- (k) The Developer has received the consent of any affected utility for relocation, burial or other activity necessary to construct the Project.
- (l) The Developer shall have performed all of the terms and conditions to be performed by them.
- (m) During the term reimbursement, the Developer shall provide to the CBRA an annual report of investment made, number of residential units, the amount, by square foot of new or rehabilitated residential, retail, commercial, or industrial space, and the number of new jobs created. Report shall be delivered to the CBRA Director no later than July 15 of each year.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of CBRA

CBRA represents and warrants to the Developer that:

- (a) CBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Amended and Restated Agreement.
- (b) The execution and delivery of this Amended and Restated Agreement has been duly authorized by all requisite action on the part of the CBRA, and this Amended and Restated Agreement constitutes a valid and binding agreement of the CBRA

enforceable 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.

- (c) Neither the execution nor delivery of this Amended and Restated Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which the CBRA is a party or by which the CBRA is bound.

Section 6.2 Representations and Warranties of the Developer.

The Developer represents and warrants to the CBRA that:

- (a) The Developer (1) is duly organized and validly existing as a limited liability corporation in good standing under the laws of the State of Michigan, with power under the laws of such state to carry on its business as now being conducted; (2) is duly qualified to do business in the State of Michigan; and (3) has the power and authority to consummate the transactions contemplated under this Amended and Restated Agreement by the Developer.
- (b) There is no violation or default by the Developer of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, 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, and compliance with the terms, conditions and provisions of this Amended and Restated Agreement does not conflict with and will not result in or constitute a breach of or default under any of the foregoing, wherein default, breach or violation would materially and adversely affect any of the transactions contemplated by or the validity of this Amended and Restated Agreement.
- (c) The execution and delivery of this Amended and Restated Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer and this Amended and Restated Agreement constitutes a valid and binding agreement of the Developer 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.
- (d) Except as a part of the performance and completion of eligible activities under the terms of this Amended and Restated Agreement, the Developer, its contractors or subcontractors shall not use the Eligible Property for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Eligible Property, and shall obtain all necessary permits in connection therewith.

- (e) The Developer warrants that it will comply with all obligations, covenants and conditions required of it or its agents or contractors under the terms of this Amended and Restated Agreement.

ARTICLE 7 INSURANCE

Section 7.1 Insurance

The Developer and any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below. The Developer and contractor(s) and subcontractor(s) shall maintain such other insurances as it deems appropriate for its own protection.

- (a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- (d) Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third party coverage).

Section 7.2 Cancellation Notice

It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the CBRA.

Section 7.3 Additional Insured

The Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Contractor's Pollution Liability Insurance, as described above, held by the Developer and their Contractors and subcontractors, shall have an endorsement including The City and the Cadillac Brownfield Redevelopment Authority as additional insureds.

Section 7.4 Proof of Insurance

The Developer shall make available copies of certificates of insurance for each of the policies mentioned above to the CBRA upon request. If so requested, certified copies of all policies will be furnished.

ARTICLE 8 REMEDIES AND TERMINATION

Section 8.1 Alternative Dispute Resolution

If a dispute arises between the parties to this Amended and Restated Agreement, the parties shall seek an alternative means of resolving the dispute as a condition precedent to litigation. Therefore, the parties agree to the following terms and conditions:

- (a) The party bringing in a claim shall give notice to the other party and, in writing, propose a meeting in which to discuss and attempt to resolve the claim within seven (7) days after the claim arises.
- (b) In the event the meeting between the parties to resolve the claim does not resolve the dispute or does not take place within said seven (7) day period, the parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of twenty-one (21) days after the initial meeting between the parties. The mediator shall render his/her decision within ten (10) days of meeting with the parties. In the event that the mediator does not render a decision within said time-period, the party bringing the claim shall have the right to proceed with litigation.
- (c) The purpose of the mediator is to attempt to resolve the dispute between the parties. The mediator shall not be empowered with the authority to render a binding opinion or award.
- (d) During the pendency of this alternative dispute resolution process, the parties agree that the time period set forth in any statute of limitations applicable to a claim or claims that are the subject of this mediation process shall be tolled.

Section 8.2 Remedies upon Event of Default

Upon the occurrence of an Event of Default, a non-defaulting party shall have the right to terminate this Amended and Restated Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under the applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance by a court of competent jurisdiction.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Term

The term of this Amended and Restated Agreement shall commence on the date first written above and shall expire upon payment in full of the CBRA's obligations under the debt obligation.

Section 9.2 Sale or Transfer of Eligible Property within the Plan

The Developer waives the right to reimbursement for their outstanding Eligible Activity expense obligations, or any other reimbursement obligation of the CBRA, to be paid through Brownfield Tax Increment Revenues captured from the portion of the eligible property that is sold, conveyed, transferred, or assigned unless the Developer complies with the following:

- (a) The Developer provides the prospective transferee with written notice of the Brownfield Plan and Act 381 Work Plan, the nature and extent of Eligible Activities performed by the Developer pursuant to the Brownfield Plan and Act 381 Work Plan, and the extent of any outstanding obligation for reimbursement for Eligible Activity expenses from taxes to be captured from the property.
- (b) The Developer and the transferee enter into an allocation agreement covering how the Brownfield Tax Increment Revenues collected on the property shall be distributed between the Developer and the prospective purchaser or transferee for any outstanding obligations or future obligations for Eligible Activities on the property.
- (c) The Developer provides the CBRA with copies of the written notice and the allocation agreement between the Developer and the transferee of the property prior to transfer of the property, and the CBRA approves the agreement, which shall not be unreasonably denied.

Section 9.3 Assignment of this Amended and Restated Agreement

No party to this Amended and Restated Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Amended and Restated Agreement without the prior written consent of all other parties hereto, which consent will not be unreasonably withheld. Notwithstanding the foregoing, the Developer shall have the right to assign its right to receive reimbursement payments under this Amended and Restated Agreement to a lender which provides construction financing to Developer for any portion of the Eligible Activities ("Developer's Lender"). The City and the CBRA will promptly execute and deliver to Developer's Lender such consent, acknowledgment, estoppel certificate or other documentation that is reasonably requested by Developer's Lender.

Section 9.4 Notices

All notices, certificates or communications required by this Amended and Restated 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 registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to CBRA:

Marcus Peccia, City Manager
City of Cadillac
200 North Lake Street
Cadillac, Michigan 49601

If to the Developer:

Marilyn Chromka, Vice President of Development of Manager
c/o Michigan Community Capital
502 E. César E. Chávez Avenue, Suite A
Lansing, Michigan 48906
Marilyn @miccap.org

or to such other address as such party may specify by appropriate notice.

Section 9.5 Amendment and Waiver

No amendment or modification to or of this Amended and Restated Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Amended and Restated 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 9.6 Entire Agreement

This Amended and Restated Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Amended and Restated Agreement.

Section 9.7 Execution in Counterparts

This Amended and Restated Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 9.8 Captions

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

Section 9.9 Applicable Law

This Amended and Restated Agreement shall be governed in all respects, whether as to validity, construction, performance, and otherwise, by the internal laws of the State of Michigan, without regard to choice-of-law rules or principles.

Section 9.10 Mutual Cooperation

Each party to this Amended and Restated Agreement shall take all actions required of it by the terms of this Amended and Restated Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Amended and Restated Agreement and with any individual entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Improvements or the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals and any other permissions necessary for the construction or operation thereof. Each party to this Amended and Restated Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Amended and Restated Agreement including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer financing from such lenders. Each party to this Amended and Restated Agreement also shall use its best efforts to assist the other parties to this Amended and Restated Agreement in the discharge of their respective obligations hereunder and to assure that all conditions precedent to the collection of tax increment financing revenue and the completion of the Project are timely satisfied.

Section 9.11 Binding Effect

This Amended and Restated Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 9.12 Brokerage Fees

The CBRA, the City, and the Developer each represent and warrant to the other that no broker or finder has been engaged in connection with this Amended and Restated Agreement. The City and CBRA, on the one hand, and the Developer on the other hand, shall indemnify the others and hold the other harmless to the extent provided by law from and of any and all liability (including reasonable attorneys' fees and costs) for brokerage commissions or finders' fees in connection with this Amended and Restated Agreement to the extent such liability or claim is based on any arrangement or agreement made or claimed to have been made by or on behalf of the indemnifying party.

Signature page follows

IN WITNESS WHEREOF, the CBRA, the City and the Developer have caused this Amended and Restated Agreement to be duly executed and delivered as of the date first written above.

CADILLAC LOFTS, LLC

By: Michigan Community Capital,
Sole Manager

CADILLAC LOFTS 2, LLC

By: Michigan Community Capital,
Sole Manager

Eric Hanna, President & CEO

Marilyn Chromka, Vice President of
Development

**CADILLAC BROWNFIELD
REDEVELOPMENT AUTHORITY**

CITY OF CADILLAC

Marcus Peccia, Chair

By: _____

Its: _____

EXHIBITS

EXHIBIT A: BROWNFIELD PLAN

EXHIBIT B: EGLE BROWNFIELD GRANT AND LOAN AGREEMENTS

EXHIBIT C: GRANT CLOSEOUT LETTER

EXHIBIT D: ACT 381 WORK PLAN

970953_67

979008

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Ruthann French
Scott Hopkins

RESOLUTION NO. 2025-_____

**RESOLUTION TO INTRODUCE AND SET PUBLIC HEARING FOR
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE REGARDING
VARIATIONS IN R-PUD DESIGNS**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held
in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac,
Michigan, on the ____ day of ____ 2025, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by
_____ and seconded by _____.

WHEREAS, pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, MCL
125.3101 *et seq.* ("MZEA"), the City Council has authority to adopt and amend zoning ordinances
regulating land use in the City; and

WHEREAS, the City desires to amend the City's Zoning Ordinance to permit the City's
Planning Commission ("Planning Commission") to authorize variations from the design
provisions of Division 7 of the Zoning Ordinance for residential planned unit developments ("R-
PUDs"); and

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposed
amendments; and

WHEREAS, the Planning Commission voted to recommend the adoption of the proposed amendments; and

WHEREAS, the City Council desires to adopt the proposed amendments.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. Pursuant to Section 5.2 of the City Charter, the City introduces Ordinance No. 2025-____, An Ordinance Amending the City Zoning Ordinance Regarding Variations in R-PUD Designs (the “Ordinance,” attached as Exhibit A).

2. A public hearing regarding the Ordinance shall be held on the ____ day of _____ 2025, at _____ p.m.

3. The City Clerk is directed to publish a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, within seven (7) days. The summary and notice of the hearing shall be substantially in the form of Exhibit B.

4. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2025-____, duly adopted at a meeting of the City Council held on the ____ day of ____ 2025.

Sandra Wasson, Cadillac City Clerk

Exhibit A:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE REGARDING
VARIATIONS IN R-PUD DESIGNS**

Section 1. Amendment of Subsection 46-315(9).

Subsection 46-315(9) of the City of Cadillac Zoning Ordinance is amended in its entirety to read as follows, with added text marked by boldfaced font and deleted text stricken:

(9) *Variations.* Before April 1, 2025~~6~~, the planning commission may authorize any variations from the design provisions of this Division, which will not be incompatible with the purposes of the R-PUD or the criteria required in this section, and will not be obstructive of view, light or air, or hazardous or otherwise a nuisance or annoyance to adjacent developments, highway motorists or the general public.

After April 1, 2025~~6~~, with the exception of increases in permitted housing density and lot sizes, the planning commission may authorize variations from the design provisions of this section, which will not be incompatible with the purposes of the R-PUD or the criteria required in this section, and will not be obstructive of view, light or air, or hazardous or otherwise a nuisance or annoyance to adjacent developments, highway motorists or the general public.

- a. The purpose of these variations is to provide for reasonable flexibility in the regulations as a means of:
 1. Permitting the development of a site upon which buildable areas exist, but upon which the majority of the site area is encompassed by regulated wetlands, regulated water bodies, other unique natural features, or combinations of each; or
 2. Providing opportunity for the development of innovative design concepts which will be of public benefit.
- b. In consideration of a variation, the applicant shall demonstrate:
 1. The property values of parcels contiguous to the R-PUD will not depreciate as a result of the variation;
 2. The existing public infrastructure, or infrastructure proposed for construction as a component of the R-PUD, is capable of supporting the variation; and
 3. The R-PUD could not reasonably be developed without a variation due to practicable difficulties associated with the physical characteristics of the site; or a variation offers an appropriate alternative to compliance with the design requirements of this section.

Section 2. Severability.

If any provision of this Ordinance is found invalid for any reason, such holding will not affect the validity of the remaining provisions of this Ordinance.

Section 3. Repealer.

Any ordinances that conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

Section 4. Publication; Effective Date.

This Ordinance will be published within 7 days of its adoption and take effect 20 days after its adoption.

Exhibit B:

NOTICE OF PUBLIC HEARING AND SUMMARY OF PROPOSED ORDINANCE

On _____, 2025, the City Council of the City of Cadillac introduced Ordinance No. 2025-_____, An Ordinance Amending the City Zoning Ordinance Regarding Variations in R-PUD Designs. Pursuant to Section 5.2 of the City Charter, the City Council shall hold a public hearing on the Ordinance.

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, on _____, 2025, at _____ p.m..

The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at least three (3) business days prior to any such meeting. Copies of the proposed ordinance are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge.

The City Clerk will receive written comments on the proposed ordinance during regular business hours at the Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, up until the time of the Public Hearing.

The following is a summary of the proposed ordinance.

Section 1 of the proposed ordinance amends the City Zoning Ordinance to permit the Planning Commission to grant variations from the design provisions for residential planned unit developments, subject to certain restrictions set forth in the ordinance.

Section 2 of the proposed ordinance states that the proposed ordinance is severable.

Section 3 of the proposed ordinance repeals ordinances that conflict with the proposed ordinance to the extent necessary to give the proposed ordinance full force and effect.

Section 4 of the proposed ordinance states that the proposed ordinance shall take effect twenty (20) days after its adoption.

By: Sandra Wasson, City Clerk
Cadillac Municipal Complex
200 Lake Street
Cadillac, Michigan 49601
Telephone No: (231) 775-0181

City Council

200 North Lake Street
Cadillac, Michigan 49601
Phone (231) 775-0181
Fax (231) 775-8755



Mayor
Tiyi Schippers

Mayor Pro-Tem
Robert J. Engels

Councilmembers
Bryan Elenbaas
Scott Hopkins
Ruthann French

RESOLUTION NO. 2025-____

**RESOLUTION AMENDING GENERAL APPROPRIATIONS ACT
FOR FISCAL YEAR 2025**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 19th day of May, 2025, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the City adopted Ordinance No. 2024-06, Ordinance Adopting General Appropriations Act for Fiscal Year 2025 ("General Appropriations Ordinance") on May 30, 2024, which approved a general appropriations act for the 2025 fiscal year; and

WHEREAS, Section 10.5 of the City Charter provides that the City Council may make additional appropriations during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, Section 9 of the General Appropriations Ordinance authorizes the City Council to make such additional appropriations by resolution; and

WHEREAS, the City Council has determined that additional appropriations are required due to unanticipated expenditures;

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. The general appropriations act for the 2025 fiscal year is hereby amended in the manner set forth in the attached Exhibit A, which is incorporated by reference.

2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. _____, duly adopted at a regular meeting of the City Council held on the 19th day of May, 2025.

Sandra Wasson
Cadillac City Clerk

City of Cadillac

Financial Services Department
FY2025 Budget Amendment #3
May 19, 2025

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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GENERAL FUND

Department: Revenue	\$8,917,500	\$9,319,300	\$401,800
Amended Line Items Detail			
Marijuana Tax	110,000	116,400	6,400
Property Tax Administration Fee	150,000	161,200	11,200
State of Michigan	0	51,400	51,400
Fire Protection	225,000	244,800	19,800
Rental Housing Ordinance Fee	7,000	15,000	8,000
Interest Income	100,000	240,000	140,000
Insurance Proceeds	0	80,000	80,000
Contributions from Private Sources	5,000	90,000	85,000

Purpose: To recognize additional revenue from the following:

Marijuana Tax - actual revenue shared from State of Michigan.

Property Tax Administration Fee - 1% of total taxes levied; based on final tax roll.

State of Michigan - grant funding to sponsor cadet through Police Academy and for Firefighter Turnout Gear Grant.

Fire Protection - actual revenue based on final taxable value of Clam Lake Township.

Rental Housing Ordinance Fee - actual revenue from enforcement of rental registration program.

Interest Income - additional earnings from rising interest rates and interest on checking account.

Insurance Proceeds - proceeds from claims on two total-loss accidents involving police patrol cars.

Contributions from Private Sources - funds received in current year for Diggins Hill donations.

Department: City Council	\$66,200	\$70,200	\$4,000
Amended Line Items Detail			
Travel and Education	8,000	12,000	4,000

Purpose: Appropriate additional funds for travel and education for City Council based on an increase in participation and costs related to statewide training events.

City of Cadillac

Financial Services Department
FY2025 Budget Amendment #3
May 19, 2025

EXHIBIT A

	Current Budget	Amended Budget	Increase (Decrease)
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Department: Financial Services	\$455,900	\$460,300	\$4,400
Amended Line Items Detail			
Audit	15,000	19,400	4,400

Purpose: *Appropriate additional funds for annual independent audit based on bid costs.*

Department: Municipal Complex	\$1,699,000	\$1,724,000	\$25,000
Amended Line Items Detail			
Liability Insurance	115,000	140,000	25,000

Purpose: *Appropriate additional funds for liability and property insurance.*

Department: City Attorney	\$200,000	\$250,000	\$50,000
Amended Line Items Detail			
Contractual Services	65,000	100,000	35,000
Legal Fees	100,000	115,000	15,000

Purpose: *Appropriate additional funds for legal fees based on actual year-to-date activity.*

Department: Police Department	\$2,738,800	\$2,890,800	\$152,000
Amended Line Items Detail			
Operating Supplies	20,000	32,000	12,000
Fuel Costs	32,000	37,000	5,000
Capital Outlay	80,000	215,000	135,000

Purpose: *Appropriate additional funds for supplies, fuel costs, and capital outlay. Capital Outlay increase is the result of purchasing additional vehicles based on total loss accidents on two patrol vehicles. A majority of these costs were recovered through insurance claims.*

Department: Fire Department	\$933,600	\$968,600	\$35,000
Amended Line Items Detail			
Capital Outlay	16,000	51,000	35,000

Purpose: *Appropriate additional funds for purchase of 10 sets of turnout gear that was 100% covered by a State of Michigan grant.*

City of Cadillac

Financial Services Department
FY2025 Budget Amendment #3
May 19, 2025

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
-------------------	-------------------	------------------------

Department: Engineering	\$40,000	\$75,000	\$35,000
Amended Line Items Detail			
Contractual Services	40,000	75,000	35,000

Purpose: Appropriate additional funds for contractual engineering costs. Engineer has provided significant assistance with several large grant applications during the year.

Department: Economic Development	\$5,000	\$45,000	\$40,000
Amended Line Items Detail			
Special Projects	5,000	45,000	40,000

Purpose: Appropriate additional funds for Diggins Hill Project. This project is primarily funded by the Cadillac Rotary Club, with additional costs for engineering and excavation funded through the City. Additional costs will be incurred in FY2026.

Department: Community Promotions	\$89,300	\$94,500	\$5,200
Amended Line Items Detail			
Salaries and Wages	26,000	30,000	4,000
Benefits	17,800	19,000	1,200

Purpose: Appropriate funds for additional DPW crew activities related to community events and maintenance of public areas.

General Fund Summary	Prior Approved	Amended	Change
Revenues	\$8,917,500	\$9,319,300	\$401,800
Expenditures	9,277,700	9,628,300	350,600
Revenues Over (Under) Expenditures	(\$360,200)	(\$309,000)	

City of Cadillac

Financial Services Department
FY2025 Budget Amendment #3
May 19, 2025

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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Water and Sewer Fund

Revenue	\$5,281,000	\$5,681,000	\$400,000
Amended Line Items Detail			
State of Michigan	0	400,000	400,000

Purpose: To recognize revenue from State grant for lead and copper activities.

Expenditures	\$5,328,600	\$5,561,600	\$233,000
Amended Line Items Detail			
Administration			
Contractual Services	15,000	150,000	135,000
Engineering Fees	30,000	40,000	10,000
Liability Insurance	52,000	70,000	18,000

Purpose: Appropriate additional funds for activities related to the lead and copper grant, additional engineering fees, and liability insurance.

Preliminary Treatment			
Disposal Costs	9,000	12,000	3,000

Purpose: Appropriate additional funds for hauling and disposal of sludge.

Tertiary Treatment			
Operating Supplies	4,000	9,000	5,000

Purpose: Appropriate additional funds for supplies needed in the tertiary treatment process.

Nutrient Removal			
Chemicals	40,000	80,000	40,000

Purpose: Appropriate funds to account for increase in cost of ferric choloride after recent bid process.

City of Cadillac

Financial Services Department

FY2025 Budget Amendment #3

May 19, 2025

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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Industrial Surveillance

Contract Lab Costs	8,000	25,000	17,000
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Purpose: *Appropriate funds to account for increase in contract lab costs related to testing as part of the IPP requirements.*

General Lab Expenses

Operating Supplies	15,000	20,000	5,000
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Purpose: *Appropriate funds for additional lab supplies needed during the year.*

Major Street Fund

Expenditures	\$1,551,700	\$1,891,700	\$340,000
Amended Line Items Detail			
Construction	100,000	440,000	340,000

Purpose: *Appropriate funds for Leeson Street project. Funds were originally budgeted in prior year.*

Cemetery Operating Fund

Revenue	\$166,000	\$173,100	\$7,100
Amended Line Items Detail			
Contribution from Private Sources	0	7,100	7,100

Purpose: *Recognize revenue from private donation for special project.*

Expenses	\$226,300	\$233,400	\$7,100
Amended Line Items Detail			
Capital Outlay	8,000	15,100	7,100

Purpose: *Appropriate additional funds for the costs of a special project funded through a private donation.*

City of Cadillac

Financial Services Department

FY2025 Budget Amendment #3

May 19, 2025

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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Cooley School Project Fund (New Fund)

Revenue	\$0	\$10,000	\$10,000
Amended Line Items Detail			
Federal Funds	0	10,000	10,000

Purpose: Recognize revenue from federal grant for Cooley School redevelopment project.

Expenditures	\$10,000	\$20,000	\$10,000
Amended Line Items Detail			
Contractual Services	0	10,000	10,000

Purpose: Appropriate funds for services related to grant for Cooley School redevelopment.

Cadillac Development Fund

Revenue	\$12,500	\$37,500	\$25,000
Amended Line Items Detail			
State of Michigan	0	25,000	25,000

Purpose: Recognize revenue from Match on Main passthrough grant from State of Michigan.

Expenditures	\$73,500	\$108,500	\$35,000
Amended Line Items Detail			
Contractual Services	10,000	35,000	25,000

Purpose: Appropriate funds for passthrough Match on Main grant on behalf of Walraven's.

Minutes
Cadillac West Corridor Improvement Authority (CIA)
Regular Meeting
March 13, 2025

A regular meeting of the Cadillac West Corridor Improvement Authority (CIA) was held at City Hall at 3:30 pm on Thursday, March 13, 2025.

ROLL CALL

MEMBERS PRESENT: Wickenhauser, Jake Walraven, Stange, Dietrich, Dewey, Hensley, Justice Walraven

MEMBERS ABSENT:

STAFF PRESENT: Wallace, Plugger, Boice

APPROVAL OF AGENDA

- A. Motion to approve March 13, 2025, agenda by Dietrich supported by Dewey.
 - a. Supported unanimously.

MINUTES/REPORTS

- A. Motion to approve minutes from February 13, 2025, by Wickenhauser supported by Dietrich.
 - a. Supported unanimously.

COMMITTEE REPORTS:

- A. The Finance Report was presented by Plugger.
 - a. Stange questioned what it could be used for. Finance Director Roberts stated the funds could be used for anything.

OLD BUSINESS:

NEW BUSINESS:

- A. TIF Plan Update: Wallace gave a description of the TIF plan, pointing out page 14, the project table, explaining that would be the priorities and board may change those over time. Projects are important so that the funds can be used.
 - a. Dietrich discussed changing Existing Land Uses and the Projects to reflect adding seawall maintenance. Board members spoke about ownership and maintenance of the canal, explaining the city owns the north side.
 - b. Discussion took place about other potential projects to add, and it was decided they were included already.
 - c. Discussion took place about wayfinding signs in the district and the plan to add more. Marci and Connie explained there has been a grant received that would pay for more signage.
 - d. A motion to add seawall maintenance to the Land Uses and Projects sections of the TIF was made by Dietrich and supported by Hensley.
 - i. Motion approved unanimously.
 - e. Discussion took place about the memo explaining the approval process for the TIF. Plugger encouraged participation in the approval process with the Council. City Manager Peccia encouraged a member of the board to speak to city council on behalf of the board. All board members are welcome to attend both meetings.
 - f. Wallace noted page 22, and discussed the anticipated captures.
 - g. A motion to approve the TIF with changes and recommend that council approve it was made by Jake Walraven and supported by Dewey.
 - i. The motion was approved unanimously.

- B. Westside Gateway Project Update: Wallace presented on the current discussion by four businesses that are considering a joint driveway project and create walkability. Discussion took place with the board about design and costs for creating plans and then apply for grants for the project.
- C. Fishing Pier at Causeway: Boice gave presentation on the potential of a fishing pier to promote spawning, erosion, slow traffic, bring in more people to the district. The pier would be ADA compliant. Staff explained they plan to apply for a grant and are getting letters of support. This project is set to be presented at City Council on Monday for public comments. Concerns about public parking were discussed. Boice explained the timeline would be January before we know if it is chosen for the grant. Discussion about the project took place regarding water depth, permanence, problems with ice, if it's all season and more.
- D. DNR Grant: discussion took place about the grant that would be used to complete the fishing Pier. Staff agreed to send out a template to the board to get Letters of support for the grant.
 - a. A motion to support for the fishing pier project and to present it to council was made by Jake Walraven, supported by Dewey.
 - i. The motion was approved unanimously.

COMMUNICATIONS/OTHER ITEMS

- A. Easter Egg Hunt Donation: Dewey presented on the project taking place. He requested that the board vote to purchase 8,000 eggs at the total cost of \$519.06 to be stored at the Chamber of Commerce. Discussion took place about using the money and how the decorations were paid for. Pluger discussed creating a logo to use for these types of sponsorships. There was discussion on fundraising by the board and the appropriateness of using the funding to give back.
 - a. Motion to give \$519.06 to CAFÉ to purchase 8000 eggs was made by Justice Walraven and Supported by Dietrich.
 - i. The motion was approved unanimously.
- B. Pluger gave an update about decorations in the district, following up on the request at the previous meeting to store decorations at the city garage. The board explained all decorations were currently at the Chamber of Commerce and could stay for now.
- C. Staff updated the board about the lighting project. Staff plan to apply for the T-Mobile grant due at the end of March. MDOT approved the preliminary design and agreed that a potential future banner across M-115 or M-55 was possible.
- D. Dewey gave updates about Christmas on the West Side and plans to improve for next year, including putting a tree at Point West Mall, which Stange supported.
- E. Stange requested details about the restrictions from the by-laws about meeting attendance. Staff stated they would provide it at the next meeting.

PUBLIC COMMENTS

ADJOURNMENT: Motion to adjourn by Wickenhauser. Supported by Dietrich. All in favor. Adjourned at 4:40 pm.