



City Council Meeting

December 18, 2017

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601

State of Michigan Flag Pledge

***I pledge allegiance to the flag of Michigan, and to the state for which it stands,
two beautiful peninsulas united by a bridge of steel, where equal opportunity
and justice to all is our ideal.***

Written by Harold G. Coburn

Adopted in 1972



December 18, 2017 City Council Meeting Agenda
6 p.m. at City Hall – 200 N. Lake St. – Cadillac, MI 49601

We support each other in serving our community

CALL TO ORDER

PLEDGE OF ALLEGIANCE

STATE PLEDGE OF ALLEGIANCE

ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

III. 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 items will be removed from the consent agenda and discussed separately.

A. Minutes from the regular meeting held on December 4, 2017.

Support Document III-A

IV. PUBLIC HEARINGS

A. Public hearing to consider approval of a resolution to adopt Ordinance Vacating James E. Potvin Street and Reserving a Public Utility Easement in Favor of the City of Cadillac.

Support Document IV-A

B. Public hearing to consider approval of a resolution to adopt Ordinance to Approve Sale Agreement and Authorize Sale of Real Property (Within James E. Potvin Industrial Park).

Support Document IV-B

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V. COMMUNICATIONS

- A. Presentation of FY2017 Audit Results by Joe Verlin of Gabridge & Co.

VI. CITY MANAGER’S REPORT

- A. Recommendation regarding Prosecutorial Services.
Support Document VI-A
- B. Cadillac Veterans Causeway “Honoring All Who Served” – Project Update.
Support Document VI-B
- C. Calendar Year 2018 Council Meeting Schedule.
Support Document VI-C

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Wexford County Regional Assistance to Firefighters Grant Application and Resolution Supporting Migration to 800MHz Trunked Radio Network.
Support Document VII-A

VIII. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

IX. GOOD OF THE ORDER

X. ADJOURNMENT

Core Values (R.I.T.E.)

Respect

Integrity

Trust

Excellence

Guiding Behaviors

We support each other in serving our community

We communicate openly, honestly, respectfully, and directly

We are fully present

We are all accountable

We trust and assume goodness in intentions

We are continuous learners

CITY COUNCIL MEETING MINUTES

6:00 PM – December 4, 2017

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

CALL TO ORDER

Mayor Filkins called the City Council meeting to order at approximately 6:00 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Present: Spoelman, Schippers, Meinhardt, Engels, Mayor Filkins
Council Absent: None
Staff Present: Peccia, Roberts, Wallace, Dietlin, Eller, Homier, Wasson

APPROVAL OF AGENDA

2017-233 Approve agenda as presented.

Motion was made by Schippers and supported by Meinhardt to approve the agenda as presented.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2017-234 Approve consent agenda as presented.

Motion was made by Schippers and supported by Spoelman to approve the consent agenda as presented.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding reappointment to the Historic Districts Commission.

2017-235 Approve reappointment to the Historic Districts Commission.

Motion was made by Engels and supported by Meinhardt to approve the reappointment of Anne Engels to the Historic Districts Commission for a 3-year term to expire on December 31, 2020.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Approval of Participation Agreement – MERS Health Care Savings Plan for Cadillac-Wexford Public Library.

Peccia noted the Library Board passed a motion on November 20, 2017 to establish a Health Care Savings Plan account for the Technology Director Position. He stated because the Library is a division at the Municipal Employees' Retirement System (MERS) under the City, the City Council is required to approve the Participation Agreement. He added there is no cost to the City, but rather all costs are on the Library's employee accordingly.

2017-236 Approve MERS Participation Agreement.

Motion was made by Schippers and supported by Meinhardt to authorize the Mayor to sign the MERS Participation Agreement for the Health Care Savings Plan for the Cadillac-Wexford Public Library Technology Director Position.

Motion unanimously approved.

B. Short-Term Rental Update.

Peccia noted the State Legislature has legislation before it with respect to potentially removing local authority from municipalities from being able to adjudicate issues on short-term rentals. He added no determination has been made on this issue.

John Wallace, Community Development Director, presented information on short-term rental housing (see attachment). He stated public outreach will be important when the City reviews this issue in the future.

Peccia stated at some point, possibly in the spring, the City should have conversations regarding this issue.

Schippers asked about availability of the draft legislation.

Peccia noted the draft legislation is available to the public.

Spoelman asked how many issues the City has encountered regarding this issue.

Peccia noted the City is aware of a few short-term rentals that are currently in operation. He stated the property owners have been notified that they are operating "at their own risk" because even though a policy determination has not been made at this time, it may occur in the future.

Spoelman asked if any complaints have been received.

Peccia stated the City has received one complaint from a neighbor and there was also some positive feedback received from another neighbor.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution to Terminate Dispatch Agreement.

Peccia stated the City received correspondence from Wexford County identifying the reasons why they would like to terminate the Dispatch Agreement. He noted there is

currently a centralized dispatching service in place. He added Wexford County dispatches all 911 police, fire, and medical for all of the municipal entities within the County. He noted this arrangement will not change after termination of the Dispatch Agreement. He stated the Dispatch Agreement was never fully implemented. He noted both the City and County agree that it would be in the best interest of both parties to terminate the Dispatch Agreement.

2017-237 Adopt Resolution to Terminate Dispatch Agreement.

Motion was made by Spoelman and supported by Schippers to adopt the Resolution to Terminate Dispatch Agreement with Wexford County.

Motion unanimously approved.

- B. Adopt Resolution of Support for Funding at the Kenwood Beach, Boat Launch, Pavilion, Playground to Construct the New Restroom.

Peccia stated this resolution is a necessary step in the process regarding the grant that was received by the City.

Mayor Filkins asked if the new restroom facilities will be located in the same location as the current facilities.

Peccia stated the facilities will be constructed in the same location.

Spoelman noted the resolution states the City needs to appropriate all funds by June 30, 2020.

Owen Roberts, Director of Finance, stated the Fiscal Year 2018 Budget contains the full \$160,000 appropriated for the cost. He noted there is \$80,000 in grant revenue appropriated in the General Fund. He added there is an \$80,000 line item called Local Funds. He stated there are sufficient reserves in a couple of locations that are specifically targeted for this type of project. He noted the plan is to construct the new restroom facilities in the spring of 2018.

2017-238 Adopt Resolution of Support - Kenwood Restroom.

Motion was made by Schippers and supported by Meinhardt to adopt the Resolution of Support for Funding at the Kenwood Beach, Boat Launch, Pavilion, Playground to Construct the New Restroom.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Elected Officials Compensation Commission (Draft Minutes)

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Spoelman briefly discussed the recent Legislative Update and the Lake Mitchell Improvement Board meeting. She noted she also attended MSU Extension training on the Michigan Medical Marihuana Legislation. She stated that one of the takeaways from the training session was the importance of obtaining public input as the City moves forward with the process.

Schippers stated two (2) new members, Kenzie Foreman and Alden McCoy, have been appointed to the Mayor's Youth Council and they will be sworn-in at the meeting scheduled for 4:00 pm on December 13, 2017. She noted that she and Mayor Filkins met with members of the Jaycees to look at expanding the relationship with them in terms of education for the Mayor's Youth Council.

Meinhardt noted he appreciates the work involved in placing the lights in the trees in and around City Park.

Peccia thanked everyone involved in installing all of the holiday decorations. He encouraged everyone to utilize the ice-skating area. He noted the City is currently working on being able to play holiday music in the Plaza.

Mayor Filkins noted she traveled with the Cadillac Marching Vikings to Thanksgiving Day Parade held in Detroit. She stated there were many residents of Cadillac in attendance at the parade.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk



SHORT-TERM RENTAL HOUSING

John Wallace,
City of Cadillac
Community Development Director



What is Short-Term Rental Housing?

Short-term home rentals are generally defined as the rental of a residential property (house, condominium, room, garage apartment, etc) for periods of less than 30 days)





Two types of Short-Term Housing Rental

- Direct leasing by property owner
- Leasing by property owner through use of online rental platform such as Airbnb, VRBO, or FlipKey.





What do Airbnb, VRBO, and other online platforms do? They act as online marketplaces connecting travelers with locals hosts. The platforms enable:

- Hosts to list their available space and collect rent.
- Travelers to easily book stays in private homes.



How are Short-Term Rental Housing Units Currently Addressed in the Cadillac Zoning Ordinance?

At present the City of Cadillac's Zoning Ordinance does not address short-term housing rental units except within the TS-2 Tourist Service District. They are neither expressly allowed or prohibited in all other zoning districts. The city recognized that this is an increasingly desired land use for many residential districts and as such, may wish to adopt appropriate zoning regulations to manage their operation.



Benefits of Short-Term Housing Rentals For Property Owners

- Extra Income
- Higher Income than traditional long term rental
- Preservation of property is enhanced over long term rental
- Tax breaks
- Community promotion through promoting tourism





Benefits of Short-Term Rental Housing For Renters

- Money savings
- Opportunity to live in your own temporary furnished home
- Fully equipped kitchens.
- More space and privacy
- More intimate local experience

Benefits of Short-Term Rental Housing For The City of Cadillac

- Support of tourism
- Provide more authentic local Cadillac experience
- Increased market exposure
- Create a hospitality image for the city.



Concerns Regarding Short-Term Rental Housing

- Noise/loud parties (indoor-outdoor)
- Lack of on-site or nearby management
- Potential parking problems
- Reduction in availability of long-term housing rentals
- Lack of knowledge on rental tenants
- Potential to change quiet residential character
- Fiscal impacts to commercial hotels/motels



Zoning Considerations for Short-Term Housing

- Managing short-term room rental
- Managing short-term house rental
- Required management for short-term rentals
- Where should short-term rentals be permitted?
- Should there be a # of day per year limitation?
- Consideration of supply of long term rental housing
- Impacts to hotels and motels
- Private property rights

The sale of lots 4-9 in the Potvin Industrial Park to Piranha Hose is being done in anticipation of Piranha's plans to construct a new industrial building on the property and the ability to use the James E. Potvin Street right-of-way is important from a functional perspective to their expansion.

Section 20-4(a) of the City's Code of Ordinances requires that the Planning Commission make a recommendation to the City Council for the vacation of the street as a first step in the process.

The Planning Commission approved a recommendation to the City Council to vacate James E. Potvin Street at their Meeting on November 27, 2017.

The City's Community Development Director also recommended to the Planning Commission that such street vacation be made.

Recommended Action

That the City Council approve the "ORDINANCE VACATING JAMES E. POTVIN STREET AND RESERVING A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF CADILLAC".

City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Shari Spoelman

Councilmembers
Robert J. Engels
John P. Meinhardt
Tiyi Schippers

RESOLUTION NO. 2017-____

**RESOLUTION TO ADOPT ORDINANCE NO. 2017-____,
ORDINANCE VACATING JAMES E. POTVIN STREET AND
RESERVING A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF CADILLAC**

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 18th day of December, 2017, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of Cadillac ("City") is authorized by statute to control its streets, alleys and public ways, and thereby has the authority to vacate such streets, alleys, and public ways (MCL 117.4h; *Detroit Edison Co v City of Detroit*, 208 Mich App 26, 33; 527 NW2d 9 (1994)); and

WHEREAS, the Charter of the City of Cadillac provides that the City may, by ordinance and upon the affirmative vote of four or more members of the Council, "vacate, discontinue or abolish any highway, street, lane, alley or other public place, or part thereof" (Charter, Sec. 5.6); and

WHEREAS, the Charter further provides that before final adoption of such an ordinance, the Council shall hold a public hearing and shall publish notice once at least twenty (20) days and again ten (10) days prior to the hearing; and

WHEREAS, the City of Cadillac owns an interest in "James E. Potvin Street" described on Exhibit A to the proposed ordinance; and

WHEREAS, the City introduced an ordinance vacating James E. Potvin Street and authorized the Mayor and/or the City Clerk to execute any and all documents necessary to give effect to the vacation of James E. Potvin Street, to reserve a public utility easement and to execute an easement agreement; and

WHEREAS, the City published notice of the public hearing on _____, 2017 and again on _____, 2017 and held a public hearing on December 18, 2017; and

WHEREAS, the City has determined that adopting the proposed ordinance vacating James E. Potvin Street and reserving to itself a public utility easement is in the best interest of the public health, safety, and welfare.

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

1. Ordinance No. 2017-08, Ordinance Vacating James E. Potvin Street And Reserving a Public Utility Easement in Favor of the City of Cadillac (the "Ordinance"), attached hereto as Exhibit 1, is hereby adopted.

2. The Ordinance shall be filed with the City Clerk.

3. The City Clerk is directed to publish a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac within seven (7) days.

4. The Mayor and/or the City Clerk are hereby authorized and directed to execute any and all documents necessary to vacate James E. Potvin Street, to reserve a public utility easement in favor of the City of Cadillac, to execute an easement agreement

and to record the Ordinance with the Register of Deeds and send a copy to the State Treasurer if the Ordinance takes effect.

5. The Ordinance shall not be effective unless and until the City closes upon a sale of Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac, Wexford County Michigan and James E. Potvin Street (to be vacated), to Piranha Hose Products, Inc. or its assignee pursuant to a separate ordinance adopted by the City Council.

6. 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.

7. Any and all resolutions that are in conflict with this Resolution are hereby repealed, but only to the extent 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. 2017-____, duly adopted at a meeting of the City Council held on the 18th day of December, 2017.

Sandra Wasson
City Clerk

ORDINANCE NO. 2017-08

ORDINANCE VACATING JAMES E. POTVIN STREET AND RESERVING A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF CADILLAC

THE CITY OF CADILLAC ORDAINS:

Section 1.

Pursuant to MCL 117.4h and the Charter of the City of Cadillac and other applicable authority, the City hereby vacates and abandons the public street commonly known as a "James E. Potvin Street" located in the City and described on Exhibit A attached hereto, except that pursuant to MCL 560.257 and any other applicable authority, the City hereby reserves to itself a public utility easement under, over and through James E. Potvin Street for the purpose of constructing, installing, operating, maintaining, replacing and repairing any and all public utilities, including water, sewer, gas, electric, cable, fiber optic, telecommunications and any similar public utilities.

Section 2.

The Mayor and/or the City Clerk are hereby authorized to execute any and all documents necessary to vacate James E. Potvin Street and to reserve the public utility easement described herein, and to execute an easement agreement.

Section 3.

The City Clerk is directed, pursuant to Section 20-4(b), within 30-days after the adoption of this ordinance, to record a certified copy of this ordinance with the Wexford County Register of Deeds and to send a copy to the State Treasurer.

Section 4.

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

Section 5.

This Ordinance shall take effect twenty (20) days after its adoption and publication; provided, however, that the Ordinance will not take effect unless and until the City closes upon the sale of Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac,

Wexford County Michigan and James E. Potvin Street (to be vacated), pursuant to a separate ordinance adopted by the City.

Approved this ____ day of _____, 2017.

Sandra Wasson, Clerk

Carla Filkins, Mayor

I, Sandra Wasson, City Clerk of the City of Cadillac, Michigan, do hereby certify that a summary of Ordinance No. 2017-08 was published in the Cadillac News on the ____ day of _____, 2017.

Sandra Wasson, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

On this ____ day of _____, 2017, before me, a Notary Public, in and for said County, personally appeared Carla J. Filkins, Mayor, and Sandra Wasson, City Clerk, on behalf of the City of Cadillac, who executed the foregoing Ordinance and acknowledged that they have executed it on behalf of the City of Cadillac in their capacity as its Mayor and City Clerk, respectively.

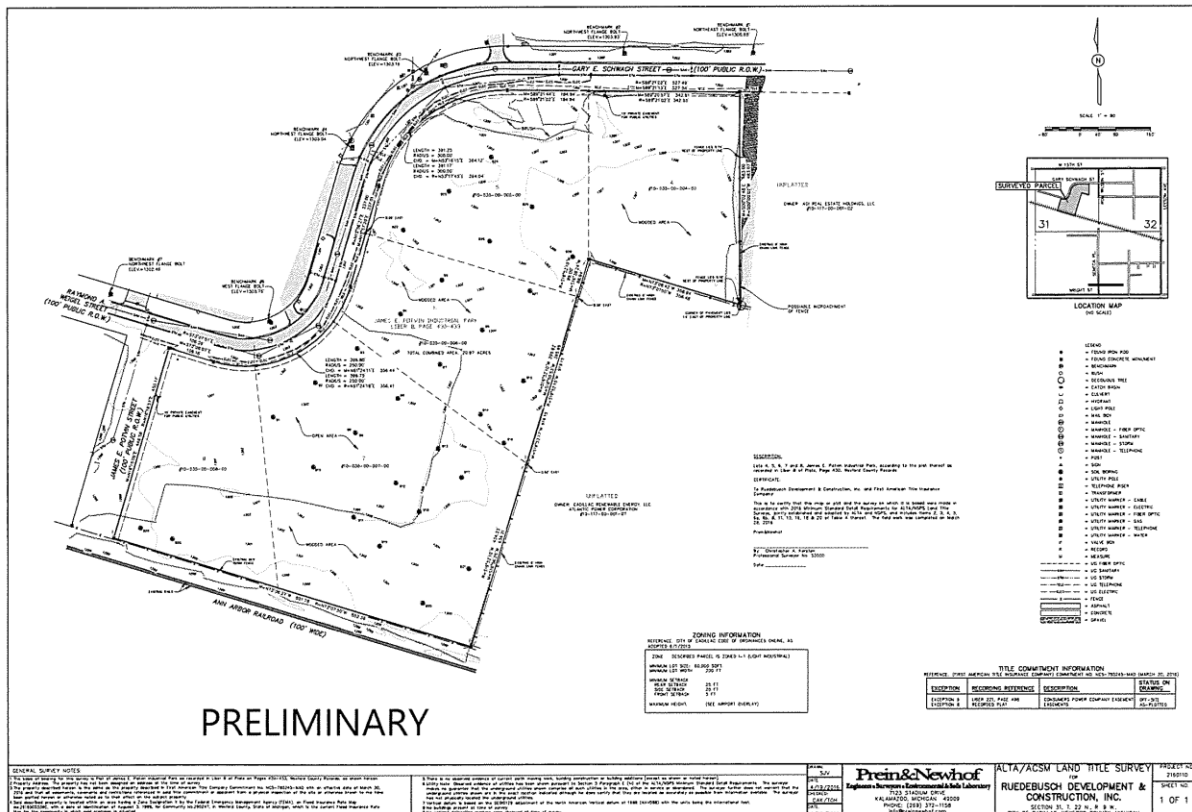
_____, Notary Public

County of _____, State of Michigan

My commission expires: _____

Prepared By and Return To:

Scott H. Hogan (P41921)
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltline Avenue NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2200



City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Shari Spoelman

Councilmembers
Robert J. Engels
John P. Meinhardt
Tiyi Schippers

RESOLUTION NO. 2017-____

**RESOLUTION TO ADOPT ORDINANCE NO. 2017-____,
ORDINANCE TO APPROVE SALE AGREEMENT AND
AUTHORIZE SALE OF REAL PROPERTY
(WITHIN JAMES E. POTVIN INDUSTRIAL PARK)**

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 18th day of December, 2017, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City of Cadillac ("City") is authorized by statute to buy, own and sell
real property (MCL 117.4e); and

WHEREAS, the Charter of the City provides that the City may, by ordinance and
upon the affirmative vote of four or more members of the Council, sell any real estate
(Charter Sec. 5.6); and

WHEREAS, the Charter further provides that before final adoption of such an
ordinance, the Council shall hold a public hearing and shall publish notice once at least
twenty (20) days and again ten (10) days prior to the hearing; and

WHEREAS, the City wishes to adopt an ordinance that approves the sale of real property owned by the City of approximately 28.23 acres of land (Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac, Wexford County Michigan and James E. Potvin Street (to be vacated)) located in Potvin Industrial Park, City of Cadillac, County of Wexford, State of Michigan (the "Real Property") in accordance with the terms of the Purchase and Sale Agreement attached to the Ordinance; and

WHEREAS, in accordance with the City Charter, the City Clerk twice published 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; and

WHEREAS, a sale of the Real Property is in the public interest.

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

1. Pursuant to Section 5.2 and 5.6 of the City Charter, the City adopts Ordinance No. 2017-09, Ordinance to Approve Sale Agreement and Authorize Sale of Real Property (within James E. Potvin Industrial Park) (the "Ordinance," attached as Exhibit 1).
2. The Mayor and the City Clerk are authorized to execute any and all documents as may be necessary or appropriate to close upon a sale of the Real Property.
3. A copy of the Ordinance is available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.
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: _____

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. 2017-____, duly adopted at a meeting of the City Council held on the 18th day of December, 2017.

Sandra Wasson
City Clerk

ORDINANCE NO. 2017-09

**ORDINANCE TO APPROVE SALE AGREEMENT AND
AUTHORIZE SALE OF REAL PROPERTY
(WITHIN JAMES E. POTVIN INDUSTRIAL PARK)**

THE CITY OF CADILLAC ORDAINS:

Section 1.

Pursuant to MCL 117.4e, the Charter of the City of Cadillac and other applicable authority, the City hereby approves the sale of real property owned by the City of approximately 28.23 acres of land (Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac, Wexford County Michigan and James E. Potvin Street (to be vacated)) located in the Potvin Industrial Park, City of Cadillac, County of Wexford, State of Michigan (the "Real Property") in accordance with the terms of the attached Purchase and Sale Agreement. The City is further authorized to disburse up to 10 percent (10%) of the sale proceeds to the Cadillac Industrial Fund.

Section 2.

The Mayor and City Clerk are hereby authorized to execute any and all documents necessary to close upon the sale of the Real Property.

Section 3.

The City Clerk is directed, pursuant to Section 20-4(b) of the City's Code of Ordinance, within 30-days after the adoption of this ordinance, to record a certified copy of this ordinance with the Wexford County Register of Deeds and to send a copy to the State Treasurer.

Section 4.

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

Section 5.

This Ordinance shall take effect twenty (20) days after its adoption and publication.

Approved this ____ day of _____, 2017.

Sandra Wasson, City Clerk

Carla J. Filkins, Mayor

I, Sandra Wasson, City Clerk of the City of Cadillac, Michigan, do hereby certify that a summary of Ordinance No. 2017-09 was published in the Cadillac News on the ____ day of _____, 2017.

Sandra Wasson, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

On this ____ day of _____, 2017, before me, a Notary Public, in and for said County, personally appeared Carla J. Filkins, Mayor, and Sandra Wasson, City Clerk, on behalf of the City of Cadillac, who executed the foregoing Ordinance and acknowledged that they have executed it on behalf of the City of Cadillac in their capacity as its Mayor and City Clerk. respectively.

_____, Notary Public

County of _____, State of Michigan

My commission expires: _____

Prepared By and Return To:

Scott H. Hogan (P41921)
FOSTER, SWIFT, COLLINS & SMITH, PC
1700 E. Beltline Avenue NE, Suite 200
Grand Rapids, MI 49525
(616) 726-2200

REAL PROPERTY

Real property located in the City of Cadillac, County of Wexford, State of Michigan, and legally described as Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac, Wexford County Michigan and James E. Potvin Street (to be vacated).

DRAFT

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (the Agreement) is entered into as of October __, 2017, by and between the City of Cadillac, a Michigan municipal corporation, of 200 Lake Street, Cadillac, Michigan 49601 (Seller), and Piranha Hose Products, Inc., a Michigan corporation with a place of business at 2500 Weigel St., Cadillac, Michigan 49601 (Buyer), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of parcels of real property located in the James E. Potvin Industrial Park located within the City of Cadillac, Michigan, as described and shown on exhibit A (the Industrial Park), which Seller has developed and which Buyer wishes to purchase, consisting of approximately 28.23 acres of land as described in Exhibit A (the Premises) and as shown on the survey on attached Exhibit B. This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Seller.

2. **Purchase and sale.** Seller agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below.

3. **Purchase price.** At the Closing of this Agreement as defined below, Buyer shall pay Seller \$14,000.00 per acre for the Premises. The amount of acreage in the Premises shall be determined by a survey, as provided below. The entire purchase price shall be paid at Closing in immediately available funds.

4. **Earnest money deposit.** On signing this Agreement, Buyer shall deposit with the title insurance company providing the title insurance for this transaction, as escrow agent (Escrow Agent), \$10,000.00 in certified funds. Escrow Agent shall hold and disburse that earnest money as provided below. The earnest money together with any interest (cumulatively, the Deposit), shall constitute a credit against the Purchase Price at Closing. The Deposit shall be placed in an interest-bearing account with the interest to accrue and be a part of the Deposit and be returned to Buyer or paid to Seller as part of the Deposit as stated in this Agreement.

5. **Due Diligence Period.** Buyer has the right to conduct a due diligence review of the Premises as follows: The term Due Diligence Period means the 120-day period beginning with the Effective Date of this Agreement. If, on or before the expiration of the Due Diligence Period, Buyer elects to terminate this Agreement, for any reason as determined in its sole discretion, Buyer shall deliver a notice of its election to terminate to Seller, with a copy to Escrow Agent, and this Agreement shall automatically terminate. Escrow Agent shall deliver \$5,000.00 of the Deposit to Buyer, shall deliver \$5,000.00 to Seller and neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to deliver a notice of termination of this agreement during the Due Diligence Period, Buyer shall close on

the terms stated in this Agreement without further extensions unless mutually agreed in writing.

6. Buyer's access to the Premises. During the Due Diligence Period, Buyer and its employees, agents, contractors, and invitees will have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises, including environmental evaluations (Phase I and Phase II evaluations), sampling and evaluation of site conditions, including the taking of soil borings. While Buyer and its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Seller; (b) Seller shall not be liable for any damage, loss, or injury caused by them, and (c) Buyer shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Premises before the date of Closing. On completion of all such inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.

7. Delivery of documents. Promptly following the signing of this Agreement:

- a. Seller shall deliver to Buyer a copy of any environmental site assessment, review, or evaluation prepared for the Premises in Seller's possession or control;
- b. Buyer shall obtain, at Seller's expense, a title insurance commitment for an owner's policy of title insurance for the Premises, without standard exceptions, in the amount of the purchase price, issued by a title insurance company of its choosing, and promptly deliver a copy of the commitment to Seller and the surveyor of the Premises on receipt of the commitment;
- c. Buyer shall order, at its expense, an ALTA survey of the Premises from a registered surveyor of its choosing for delivery to Seller, Buyer, and the title insurance company that will establish the acreage computation required for the determination of the purchase price;
- d. Seller shall deliver to Buyer copies of any other wetland studies, land reviews, proposed action by Seller to obtain the vacation of James E. Potvin Street, or any other reviews or assessments of the Premises in Seller's possession; and
- e. Buyer, in its sole discretion, may submit a Baseline Environmental Assessment to the Michigan Department of Environmental Quality with respect to the environmental condition of the Premises.
- f. Buyer shall have an additional 60 months, instead of the 12 months and 18 months permitted in Paragraph 2, Commencement of Construction, of the Protective Covenants and Restrictions of the James E. Potvin Industrial Park, in which to commence construction, and an additional 18 months following

commencement of construction to complete construction of its facility upon the Premises. Seller shall secure any and all approvals for such extensions of time.

g. In the event Buyer fails to comply with the commencement and completion time tables listed above, Seller shall have the right to repurchase the Premises at the greater of the Buyer's purchase price or the Buyer's purchase price and the cost of any improvements upon the Premises expended by Buyer.

8. Taxes and assessments. Seller shall pay real property tax bills, if any, for the Premises that are billed before the date of Closing. Buyer shall pay all real property taxes for the Premises and personal property taxes assessed against the personal property on the Premises after the date of Closing. Seller will pay all special assessments; deferred assessments; hook-up charges; or other fees, assessments, or charges imposed against the Premises that exist as of the date of Closing at or before closing.

9. Closing date and possession. Buyer and Seller shall complete the sale and transfer possession of the Premises from Seller to Buyer (the Closing) at a closing to be held within 60 days after the end of the Due Diligence Period. The Closing shall take place at the office of the title insurance company involved in the transaction or at another location agreeable to Seller and Buyer.

10. Form of conveyance. At the Closing, Seller shall grant and convey legal title to the Premises to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Premises not yet due and payable and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment referenced above and not objected to by Buyer during the Due Diligence Period.

11. Closing. Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least 10 days before the Closing. At or before the Closing, Seller shall be responsible for the payment of the state and county transfer taxes, if any, the title insurance premium to issue a policy pursuant to the title commitment referenced above, and the costs of any recording fees to record any documents to clear title. At or before closing, Buyer shall pay the fees necessary to record the deed and any other documents to transfer title, the cost of the survey referenced above, and the cost of any inspections it obtained on the Premises. Buyer and Seller shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent.

12. Condemnation. If all or any portion of the Premises are taken by the exercise of eminent domain or condemnation proceedings before the Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller and a copy to Escrow Agent. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, the Deposit paid by Buyer shall be returned in full to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If

Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, Buyer shall accept title to the Premises without any reduction of the Purchase Price, and Seller shall assign to Buyer, at the Closing, all of Seller's right, title, and interest in and to any resulting condemnation award.

13. Seller's default. In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller and Escrow Agent within 15 days after the end of the cure period, and Buyer shall have any and all rights and remedies available to Buyer in law and at equity arising out of the default, including, without limitation, specific performance. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent shall promptly return the Deposit it holds to Buyer.

14. Buyer's default. In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer and Escrow Agent within 15 days after the end of the cure period, and Seller shall have any and all rights and remedies available to Seller in law and at equity arising out of the default. Notwithstanding anything in this Agreement to the contrary, in the event of such a termination, Escrow Agent shall promptly return the Deposit it holds to Seller.

15. Real estate broker. Seller and Buyer represent and warrant to each other that no real estate broker or any other person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Premises contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed shall indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee.

16. Escrow terms.

a. Escrow Agent shall hold the Deposit until the Closing or until it receives a notice from one of the parties of a default by the other party under this Agreement. If Escrow Agent receives a notice of the schedule of the Closing from either of the parties, it will tender the earnest money at the closing pursuant to a closing agreement or statement approved by both parties. If Escrow Agent receives a copy of a notice of default from one of the parties to this Agreement, it shall send a copy of that notice to the other party. If an objection is received from the other party within 10 days from the delivery of the notice to that party, Escrow agent shall hold the Deposit until it receives approval from both parties to dispose of the Deposit in a stated manner. If no objection is received within the 10-day period of time, Escrow Agent shall forward the Deposit to the party that has given notice of a default.

b. Seller and Buyer agree that Escrow Agent assumes no liability under this Agreement except that of the holder of the Deposit. In the event of any dispute whether Escrow Agent is obligated to deliver the Deposit or whether any given disbursement shall be made to Seller or Buyer, Escrow Agent shall not be obligated to make any disbursements but may hold the Deposit until Escrow Agent receives authorization in writing, signed by both Seller and Buyer, directing the disposition of the Deposit. In the absence of any such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of Seller and Buyer in an appropriate proceeding. If written authorization is not given or proceedings for determination are not begun and diligently continued, Escrow Agent shall have no obligation to bring an appropriate action or proceeding for leave to deposit the Deposit with a court of competent jurisdiction.

c. Seller and Buyer agree to jointly and severally indemnify, save, and hold Escrow Agent harmless from any liability resulting from Escrow Agent's duties, absent any commission or omission by Escrow Agent amounting to willful misconduct or gross negligence. Seller and Buyer agree to each pay one-half of any fee charged by Escrow Agent for its duties under this Agreement.

d. On disbursement of the Deposit in accordance with the Agreement, Escrow Agent is released and acquitted from any further liability under this Agreement, it being expressly understood that Escrow Agent's liability is limited by the terms and conditions set forth above.

17. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party or Escrow Agent may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this section.

18. **Successors and assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties.

19. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements between the parties with respect to the Premises, whether written or oral, are of no further force or effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.

20. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Wexford County, Michigan.

21. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Buyer is permitted to assign this Agreement to affiliated business entities that are owned in total by Buyer, but shall not assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which shall not be unreasonably withheld.

22. **Severability.** If any term, covenant, or condition of this Agreement or its application is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain effective; and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. **Time of the essence.** Time is of the essence of this Agreement.

24. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document. Facsimile signatures shall be effective as originals.

25. **Exhibits.** The following is an exhibit attached to and a part of this Agreement:

- Exhibit A—Legal description of the Premises

26. **Effective date.** This Agreement has been signed and shall be effective as of the date of signing by the last Seller or Buyer signatory.

Dated: _____

By /s/ _____

Dated: _____

By /s/ _____
Brian Blake, President
Piranha Hose Products, Inc.

Dated: _____

By /s/ _____

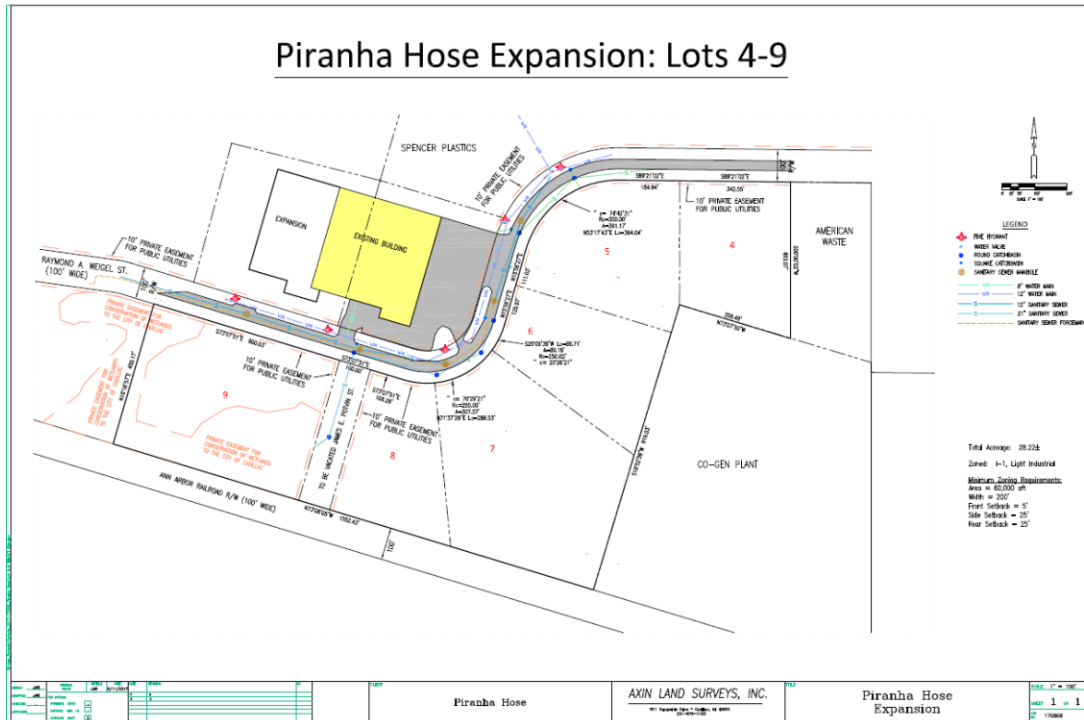
EXHIBIT A

Industrial Park Site

Lots 4, 5, 6, 7, 8 and 9, James E. Potvin Industrial Park, a part of the Northeast 1/4 and a part of the Northwest 1/4 of Section 13, T22N, R9W, City of Cadillac, Wexford County Michigan and James E. Potvin Street (to be vacated). Containing 28.23 acres more or less and subject to easements and restrictions of record.

EXHIBIT B

Piranha Hose Expansion: Lots 4-9



December 18, 2017

Council Communication

Re: Extension of Prosecution Services Contract with Wexford County Prosecutor

The Wexford County Prosecuting Attorney has been providing prosecution services for the City of Cadillac since 2010. The current extension and fee structure for this contract expires on December 31, 2017. Both the City and the Prosecutor are interested in extending the contract through December 31, 2021. The County has proposed a small annual increase of \$240. Services will be provided at a total cost of \$30,480 per year for the 4-year term of the extension. A copy of the extension agreement is attached to this communication.

Recommended Action

It is recommended that the contract with the Wexford County Prosecuting Attorney be extended through December 31, 2021. Funds are available in the General Fund.

WEXFORD COUNTY PROSECUTING ATTORNEY

JASON J. ELMORE
Prosecuting Attorney
jelmore@wexfordcounty.org

COREY J. WIGGINS
Chief Assistant Prosecutor
cwiggins@wexfordcounty.org

JOHANNA C. CAREY
Assistant Prosecutor
jcarey@wexfordcounty.org

COURTHOUSE
437 EAST DIVISION STREET
CADILLAC, MICHIGAN 49601
(231) 779-9505 FAX (231) 779-9108



CATHY WRIGHT
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STEVE SCHRYER
Child Support Specialist
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SHARON D. HAGSTROM
Interstate Child Support
hagstroms@michigan.gov
SHAWNA SHELTON
Victim Advocate
sshelton@wexfordcounty.org
RICHARD OLSON, Clerk
rolson@wexfordcounty.org

December 14, 2017

City Council
City of Cadillac
200 North Lake Street
Cadillac, MI 49601

Wexford Board of Commissioners
Wexford County
437 East Division Street
Cadillac, MI 49601

In Re: Continued Prosecution of Municipal Criminal Offenses, Civil
Infractions, and Ordinance Violations

Dear City Council and County Commissioners,

The purpose of this letter is to document the offer of the Wexford County Prosecutor and the potential approvals by the City of Cadillac and Wexford County Board of Commissioners for my office to continue to provide the following services to the City of Cadillac under the following terms:

1. Provide limited prosecutorial services as a City Attorney at an annual rate of \$30,480.00, including legal advice to law enforcement for:
 - a. All eligible traffic misdemeanors and civil infractions addressed under Code of Ordinance for City of Cadillac (hereinafter "City Code"), Chapter 40;
 - b. All eligible criminal misdemeanors identified as such under City Code in Part II, Section 1-14; Part II Chapter 4, and Chapter 22;
2. Provide limited prosecutorial services as a City Attorney at an hourly rate of \$110.00 per hour for time worked by any attorney of the Wexford County

Prosecutor's Office for enforcing municipal ordinance violations, such as blight, nuisances, and others so identified as municipal civil infractions not related to traffic within the City Code. These are offenses only for which legal action may be brought in the 84th District Court for Wexford County. Additionally, the City of Cadillac would pay for some additional expenses related to this services, including witness fees, postage, expert fees, and \$20.00 per hour for non-attorney staff work in excess of 1 hour per individual case.

3. The term of this contract will begin on January 1, 2018 and continue through December 31, 2021. The City of Cadillac may withdraw from the contract entirely without penalty. If the City of Cadillac does withdraw from the agreement prior to December 31, 2018, the City of Cadillac will only be responsible for paying a daily pro-rata proportion of the annual fee stated above or for the services provided until that notice according to the hourly fees and expenses stated above.
4. The Wexford County Prosecutor will adhere to Michigan Rules of Professional Conduct, including Rule 3.8 regarding his special responsibilities as a prosecutor.

Offered by:

Jason J. Elmore
Wexford County Prosecutor

Dated: _____

Accepted by City of Cadillac

Carla J. Filkins, Mayor

Dated: _____

Sandra Wasson, Clerk

Dated: _____

Leslie Housler, Chairperson

Dated: _____

Certification

I, Elaine Richardson, Wexford County Clerk, certify that this is a true and correct copy of the proposal approved by the Wexford County Board of Commissioners on

_____.

Elaine L. Richardson

Dated: _____

December 18, 2017

Council Communication

RE: “Cadillac Veterans Causeway Honoring All Who Served”

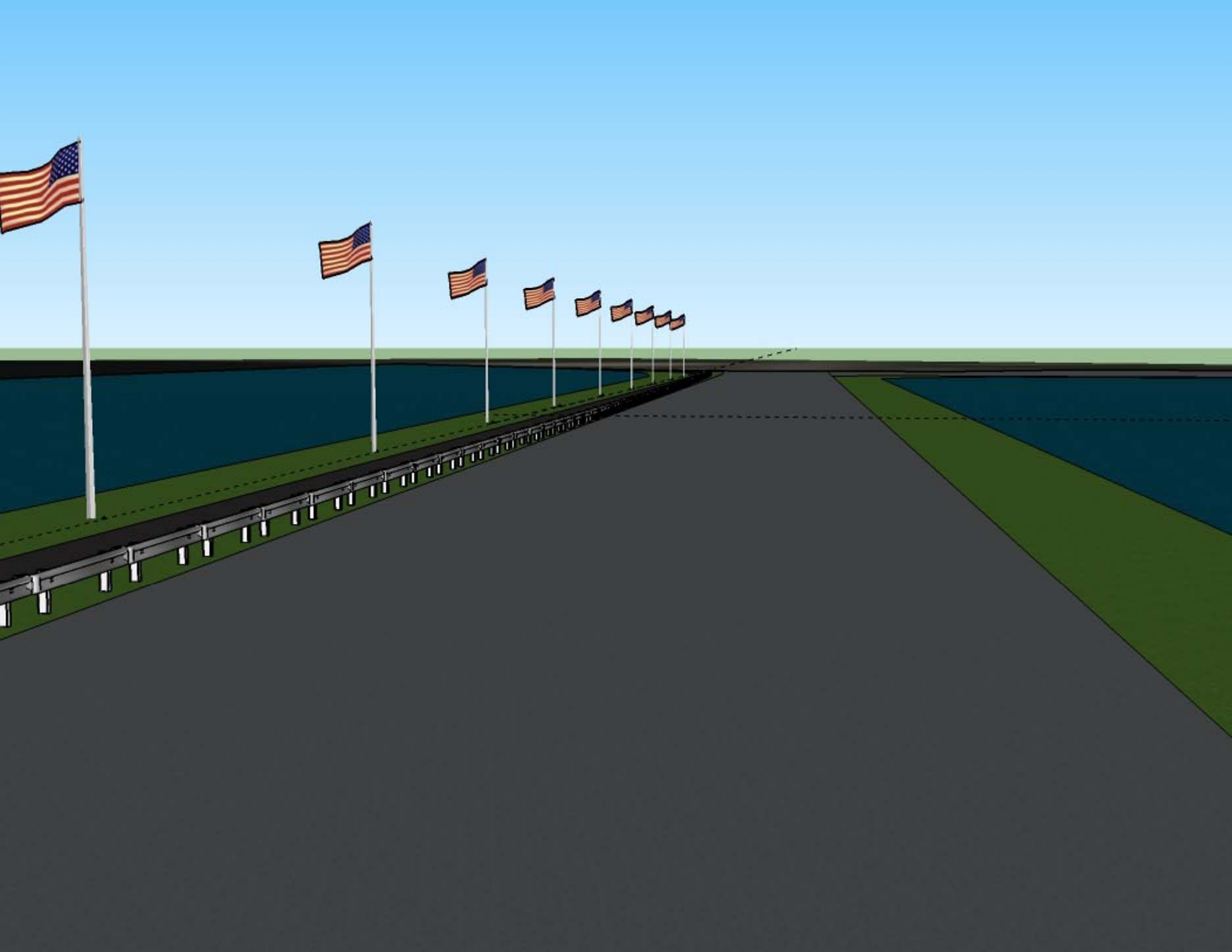
Under the leadership of Doreen Lanc, Executive Director of the Cadillac Area Community Foundation and member of the Cadillac Rotary Club, an innovative and creative way to honor veterans is being planned for the causeway located off of M-115 in Cadillac just west of Lake Cadillac.

The project concept as visually shown is based on an idea that was discussed several years ago regarding beautifying the causeway with banners. This newly envisioned concept includes American Flags along the east side of the causeway along with signage indicating the purpose, which is to honor all who served.

The installation will require support from MDOT and the City given the location, and it is currently anticipated that the source of funding for the installation will come from the Rotary Club. The project administration may also be through the Rotary Club too.

Recommended Action:

Consider a motion to support the “Cadillac Veterans Causeway Honoring All Who Served” project.





Flag Project | Cadillac Veterans Causeway "Honoring All Who Served"

Rotary Club of Cadillac Annual Major Project for the Rotary Auction, April 27, 2018

Location: M115 between Sunnyside Drive & the Marina Restaurant

9 Flag poles set between the bike path and the water on the east side of the road.

Our Project Partners:

Jeremy Wiest, Permit Engineer at the TC TSC

US Flag Project – Bill Courtwright

City Councils support

City of Cadillac Permit

MDOT Permit

Prein Newhof Drawings

30' Pole (base, pole, and installation) recently installed was \$2,500. (This is the flag pole in front of the Mitchell & Cobbs Building) \$22,500

Flag size pending:

Option 1: 6' x 10' Patriarch® Polyester American Flag starting at: \$83.00 x 9 = \$747.00 •Carrot-Top's 6 month guarantee included; covers tears, defects and fading •Made in U.S.A

Option 2: (9) 8'X12' US Embroidered Nylon Flag made from 100% Nylon \$185.00 = \$1,665.00
•Made in U.S.A

Solar Lights on each pole | \$135 x 9 = \$1215

Once the project is completed the Rotary Club of Cadillac will entrust the Flag Project to the City of Cadillac. We also plan to set up a pass-through fund for "Flags for the Future". Community members would be able to donate to this fund with Bill Courtwright.

City of Cadillac would be the responsible party of any future maintenance.

Project Submitted by:

Doreen Lanc on behalf of the Rotary Club of Cadillac

Signage: located at the corner of Sunnyside Dr. & M115

Work with MDOT on placement – estimate by: Jennifer Phelan | Project Manager Image360 | Traverse City

Five Branches of Military, Rotary Logo & Donors Names



Cadillac Veterans Causeway “Honoring All Who Served”

Rotary  & friends:

Business Name, Business Name, Business Name, Business Name,
Business Name, Business Name, Business Name, Business Name,
Business Name, Business Name, Business Name, Business Name,
Business Name, Business Name, Business Name, Business Name,



Sign Sample

Veterans Causeway Project Budget:

Project Estimate		\$36,012
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30' Pole	base, pole, and installation	\$2500 each x 9 = \$22,500
Solar Lights	on poles	\$135 x 9 = \$1,215
American Flag	Made in the USA	\$83.00 x 9 = \$747.00
Signage	Size 4x4 post – 4ft x 3ft	\$3800
Signage Permits	City of Cadillac	\$200
Survey Expense	Includes Staking Fee – may only take a day & 1/2	\$1200 x 2 days = \$2400
Site Plan (Survey)	Drawing included	\$3000
MDOT Permits	Lane Closure – during installation	\$250
Pass Through Fund	Flags for the Future-starting Fund	\$1000
Drawing Revisions/MDOT & City Coordination		\$400
Misc.		\$500

December 18, 2017

Council Communication

Re: Calendar Year 2018 Council Meeting Schedule

Pursuant to Article 3, Section 3.2 of the City Charter, the City Council shall meet at least one time per month on a regular day and hour to be established by the City Council.

In the past, the City Council has set its regular meeting schedule for two meetings per month that are held on the first and third Mondays at 6:00 p.m., unless the meeting day falls on or near a holiday, or is the day before an election. In those instances when there is a conflict, the City Council has traditionally set its annual schedule in a manner to avoid the conflict by either not scheduling two regular meetings in that specific month, and/or by scheduling the meeting on an alternative day. Note, regardless of whether two regular meetings are scheduled monthly, or if in some months only one regular meeting is scheduled, the Council may call a special meeting anytime.

Recommended Action

It is recommended that the 2018 City Council Meeting Schedule be approved as follows:

Regular Council Meetings will be monthly on the first and third Mondays starting at 6:00 p.m. except for the following months-

- January – Schedule one regular meeting for the third Tuesday, January 16, 2018. Due to Christmas, New Years, and Martin Luther King Jr. holidays, City Offices are closed December 25, 26, 2017, and January 1, 2, and 15, 2018 respectively. Additionally, it is common for staff to take vacation and/or personal time off during this timeframe.
- July – Schedule one regular meeting for the third Monday, July 16, 2018. Due to the proximity of Independence Day in the first week of the month, it is common for staff to take vacation and/or personal time off during this timeframe, even though the holiday is not on Monday.
- August – Schedule one regular meeting for the third Monday, August 20, 2018. Due to the Primary Election scheduled for Tuesday, August 7, 2018.
- September – Schedule the first meeting of the month for Tuesday, September 4, 2018 due to City Offices being closed on September 3 for Labor Day.
- November – Schedule one regular meeting for the third Monday, November 19, 2018. Due to the General Election scheduled for Tuesday, November 6, 2018.

Should other elections be scheduled, a recommendation would come forward accordingly requesting the meeting prior be cancelled. Otherwise, as previously noted, all other regularly scheduled Council Meetings would be on the first and third Mondays of every month starting at 6 p.m. aside from the exceptions listed above or any special meetings that are called as-needed.

Wexford County Regional Assistance to Firefighters Grant Application and Resolution Supporting Migration to 800MHz Trunked Radio Network

Resolution Number 2017-

Wexford County fire departments and EMS agencies are desirous to move from a Very High Frequency (VHF) analog communications system to an 800MHz Digital Trunked Communications System. This move will bring local agencies more in line with the State of Michigan statewide communications strategy. Wexford County Fire and EMS services have determined the best course of making this transition is to make a Regional Grant Applications under the Federal Emergency Management Agency (FEMA) Assistance to Firefighter Grant (AFG) Program.

While the City Council of the City of Cadillac (“the City”) understands that this resolution is not binding on the City, it agrees to support the Grant application to the extent possible and understand its obligations if the grant application is successful as the following:

Whereas, that participation in this project requires all fire departments, EMS agencies and Wexford County collaboration to make this program successful;

Whereas, any purchases made under the grant must be approved by the local unit of government as well as the City, who will be acting as the purchasing agent and fiduciary for this grant. Further, purchases must comply with both the local units purchasing policy, the City’s purchasing policy, and applicable federal policies and procedures (with local help and guidance);

Whereas, the City agrees to pay the 5% local percentage match for the equipment purchased under the grant for their use;

Whereas, the City agrees to pay the affiliation costs or connection fees and any other costs directly related to equipment assigned to its agency, if not covered by the grant award;

Whereas, the City agrees to maintain an inventory of the equipment and will make that inventory available, if required, for auditing purposes to comply with the provisions of the grant;

Whereas, maintenance and costs of maintenance are the responsibility of the local user;

Whereas, the City understands that FEMA requires that successful grant applicants must be in compliance with National Incident Management System training standards, under the local management of the Wexford County Office of Emergency Management;

Therefore be it resolved, the City Council of the City of Cadillac approved this resolution at its regular meeting held on Monday, December 18, 2017.

Signed:

Date: _____

Carla J. Filkins, Mayor

Sandra Wasson, City Clerk