



City Council Meeting

September 16, 2019

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



September 16, 2019 City Council Meeting Agenda
6 p.m. at City Hall – 200 N. Lake St. – Cadillac, MI 49601

We trust and assume goodness in intentions

CALL TO ORDER
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 September 3, 2019.
Support Document III-A

IV. COMMUNICATIONS

- A. Craft Beer Festival
Support Document IV-A
- B. Homecoming Parade
Support Document IV-B
- C. Friends of the Library
Support Document IV-C

Cadillac City Council Agenda

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- D. Downtown Sidewalk Café
Support Document IV-D

V. APPOINTMENTS

- A. Recommendation regarding reappointment to the Planning Commission.
Support Document V-A
- B. Recommendation regarding reappointment to the Downtown Development Authority.
Support Document V-B

VI. CITY MANAGER’S REPORT

- A. Recommendation regarding Mitchell-Bentley demolition and debris removal.
Support Document VI-A
- B. Bids and recommendation regarding Fire Pumper.
Support Document VI-B

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution Regarding Intent to Designate a Commercial Rehabilitation District and set a public hearing for October 7, 2019.
Support Document VII-A
- B. Adopt Resolution Regarding Intent to Designate a Commercial Redevelopment District and set a public hearing for October 7, 2019.
Support Document VII-B

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 – September 3, 2019
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: Schippers, Spoelman, Engels, King, Mayor Filkins
Council Absent: None
Staff Present: Peccia, Bertram, Wallace, Homier (via phone), Wasson

APPROVAL OF AGENDA

2019-183 Approve agenda as amended.

Motion was made by Spoelman and supported by King to approve the agenda as amended to remove the Resolution Regarding Intent to Designate a Commercial Redevelopment District (Item VII-C).

Motion unanimously approved.

PUBLIC COMMENTS

Evan Day expressed support for medical marihuana facilities.

Eric Gunnels, Thetford Township Trustee, offered to provide advice or answer questions regarding the medical and recreational marihuana ordinances.

CONSENT AGENDA

2019-184 Approve consent agenda as presented.

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

Motion unanimously approved.

PUBLIC HEARINGS

- A. Public hearing to consider adoption of Ordinance to Add New Section 10-2 to Chapter 10 of the Cadillac City Code to Allow Certain Recreational Marihuana Establishments Operated in Accordance with State Law.

City Manager Peccia noted the ordinance under consideration is based on feedback received at the meeting held on August 19, 2019. He stated the general consensus was to allow one (1) license in all of the classifications with the exception of there being two (2) within the retail classification. He noted the zoning related items will be reviewed by the Planning Commission and he briefly described the process moving forward.

Peccia mentioned the initial permitting and annual fees. He recommended adding language to the ordinance that would allow Council to change the fees by resolution in the future.

City Attorney Homier reviewed the revisions made to the ordinance based on the feedback received from Council at the meeting held on August 19, 2019.

Mayor Filkins opened the public hearing.

Don Koshmider expressed support for recreational marihuana establishments.

Eric Gunnels commented on the Medical Marihuana Facilities Licensing Act (MMFLA) and expressed support for recreational marihuana establishments.

Evan Day expressed support for recreational marihuana establishments.

Mel Barnhart expressed support for recreational marihuana establishments.

Michelle Froehlich expressed support for recreational marihuana establishments.

Mayor Filkins closed the public hearing.

Peccia stated a question was raised as to the meaning of the word “glazing”. He noted it refers to window tinting. He reviewed a few suggestions that were made to better clarify some of the language in the ordinance.

Peccia noted the draft ordinance refers to a licensing fee of \$5,000 and an annual fee of \$5,000. He recommended adding language that would allow Council to change the fees by resolution in the future.

Homier noted he is unaware of any jurisdictions that have set fees less than the statutorily authorized \$5,000.

King stated he likes the idea of including language that would allow Council to review and change the fees by resolution. He recommended the ordinance differentiate between the initial application fee and the annual renewal fee.

Discussion ensued regarding the initial application fee and the annual renewal fee. At the end of the discussion, there was a general consensus that the ordinance should be revised to differentiate between the initial application fee and the annual renewal fee. Also, language should be added to the ordinance that would allow Council to adjust the fees by resolution.

2019-185 Adopt Ordinance 2019-12.

Motion was made by King and supported by Schippers to approve the resolution to adopt Ordinance to Add New Section 10-2 to Chapter 10 of the Cadillac City Code to Allow Certain Recreational Marihuana Establishments Operated in Accordance with State Law with the following amendments: verbiage changes for clarification as outlined by the City Manager; distinguish between an initial application fee and an annual renewal fee which at this time will be \$5,000 for both; change glazing to tinting of windows; and add language to allow Council to adjust both the initial application fee and the annual renewal fee by resolution, as needed.

Motion unanimously approved.

- B. Public hearing to consider adoption of Ordinance to Add New Section 10-3 to Chapter 10 of the Cadillac City Code to Allow Certain Medical Marihuana Facilities Operated in Accordance with State Law.

Peccia noted the Planning Commission will analyze the locations and separation distances for both medical marihuana facilities and recreational marihuana establishments. He briefly reviewed the process moving forward.

Mayor Filkins opened the public hearing.

Evan Day questioned why it has taken so long for medical marihuana facilities to be approved and expressed concerns about the fees.

Jerry Deer asked if approval of the ordinance can be reversed if issues are raised in the future.

Don Koshmider expressed support for medical marihuana facilities.

Mel Barnhart expressed support for medical marihuana facilities.

Eric Gunnels briefly discussed the medical marihuana facilities in his township.

Bryan Elenbaas briefly described other cities he has visited that have retail stores.

Mayor Filkins closed the public hearing.

Peccia reviewed a few suggestions that were made to better clarify some of the language in the ordinance. He noted glazing would be changed to window tinting. He stated the same clarifying language would be added to the fee section and language would be added to allow Council to change the fees by resolution.

Homier referenced the section Application to Certain Transferred Area which appears in both the recreational and medical marihuana ordinances. He noted consistent with the Act 425 Agreement the location of recreational marihuana establishments and medical marihuana facilities area prohibited in the Transferred Area for a period of 2.5 years.

Mayor Filkins closed the public hearing.

Schippers stated she understands the frustration regarding how long it has taken to allow medical marihuana facilities. She noted until recently the State of Michigan was very unclear about the guidelines. She noted public hearings provide an opportunity for citizens to speak for and against a proposed ordinance. She encouraged people to attend the Planning Commission meetings to express any concerns.

2019-186 Adopt Ordinance 2019-13.

Motion was made by King and supported by Schippers to approve the resolution to adopt Ordinance to Add New Section 10-3 to Chapter 10 of the Cadillac City Code to Allow Certain Medical Marihuana Facilities Operated in Accordance with State Law with the verbiage changes for clarification as outlined by the City Manager and to add language to allow Council to adjust both the initial application fee and the annual renewal fee by resolution, as needed.

Motion unanimously approved.

COMMUNICATIONS

A. Zion Lutheran Church Craft Show

2019-187 Approve signs for Zion Lutheran Church Craft Show.

Motion was made by Spoelman and supported by King to approve the placement of one (1) sign at the three (3) locations listed from October 16-19, 2019 for the Zion Lutheran Church Craft Show.

Motion unanimously approved.

B. Friends of the Library

2019-188 Approve signs for Friends of the Library Book Sales.

Motion was made by Schippers and supported by Spoelman to approve the request from the Friends of the Library for the placement of signs during the hours of the used book sales at the locations listed on the dates provided.

Motion unanimously approved.

C. Wedding Reception

2019-189 Approve alcoholic beverage service for a wedding reception.

Motion was made by Spoelman and supported by Engels to approve the serving of alcoholic beverages at The Market on October 12, 2019 from 3:00 pm to 11:00 pm for a wedding reception.

Motion unanimously approved.

D. Cadillac Philharmonic Club

2019-190 Approve banner for Cadillac Philharmonic Club.

Motion was made by King and supported by Engels to approve the display of a banner from October 7, 2019 to October 14, 2019 for the Cadillac Philharmonic Club.

Motion unanimously approved.

E. Northern Lakes CMHA Suicide Awareness Walk & Craft Show

2019-191 Approve street closure and ribbons for Suicide Awareness Walk & Craft Show.

Motion was made by Spoelman and supported by Engels to approve the closure of Lake St. between Harris St. and Cass St. from 9:00 am to 4:00 pm on September 14, 2019 and to approve the placement of ribbons on the Clam River bridge walkway from September 14-23, 2019 for the Northern Lakes CMHA Suicide Awareness Walk & Craft Show.

Motion unanimously approved.

F. Oasis Domestic Violence Awareness Month

2019-192 Approve ribbons and signs for Oasis Domestic Violence Awareness Month.

Motion was made by Schippers and supported by King to approve the placement of ribbons and signs on the light poles on Mitchell St. between Cass St. and Spruce St. subject to the conditions noted for Oasis Domestic Violence Awareness Month.

CITY MANAGER'S REPORT

A. Request for out-of-state travel.

Peccia stated the Director of Public Safety is requesting approval to attend the Annual International Association of Chiefs of Police (IACP) Conference and Exposition in Chicago, Illinois.

2019-193 Approve out-of-state travel request.

Motion was made by Spoelman and supported by Engels to approve the out-of-state travel request for the Director of Public Safety as presented.

Motion unanimously approved.

B. Travel Policy Amendment.

Peccia stated when the Travel Policy was created in 1983, the City Manager had the authority to approve both in-state and out-of-state travel requests. He noted in 2013 the policy was changed following a concern raised by Council regarding out-of-state travel by a member of the Police Department. He stated the revised policy required authorization by Council for out-of-state travel. He noted Council is being asked to consider amending the policy to reinstate administrative authority with the City Manager to authorize out-of-state travel.

A brief discussion ensued regarding the proposed amendment to the travel policy. At the end of the discussion, the general consensus was that bringing out-of-state travel requests to Council provides transparency and allows Council to be aware of and support the continuing education of staff.

No action taken. The current Travel Policy will remain unchanged.

C. Cadillac Junction/Final Consent Judgment.

Homier stated the Final Consent Judgement will officially resolve the litigation in its various forms involving Cadillac Junction and the transferred area. He noted the Act 425 Agreement has been executed and filed with the Secretary of State Office of the Great Seal as well as the Wexford County Clerk. He stated there are a couple of agreements related to sewer and water that will come later when, and if, Clam Lake Township decides to implement those agreements.

Peccia noted the two agreements mentioned that may come at a later date are in reference to the City servicing the Clam Lake DDA area.

Homier noted the agreements were already agreed to in their form and attached as exhibits to the Act 425 Agreement.

2019-194 Approve Cadillac Junction/Final Consent Judgement.

Motion was made by King and supported by Schippers to approve the Final Consent Judgement as presented and to authorize the City Attorney to execute on behalf of the City including the authority to make any revisions that are not inconsistent with the terms of the Act 425 Agreement and the Interim Stipulated Order.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.

Peccia stated it is being recommended to establish the position of Mayor as authorized signatory for Municipal Employee' Retirement System (MERS) contracts and service credit purchases.

2019-195 Adopt Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.

Motion was made by King and supported by Schippers to adopt the Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals.

Motion unanimously approved.

B. Adopt Resolution Approving MERS Service Credit Purchase.

Peccia stated the Executive Director of the Cadillac Housing Commission is requesting authorization to purchase five (5) years of service credit through MERS. He noted there is no present or future financial burden to the City.

2019-196 Adopt Resolution Approving MERS Service Credit Purchase.

Motion was made by Schippers and supported by King to adopt the Governing Body Resolution Approving MERS Service Credit Purchase as presented.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

A. Cadillac-Wexford Airport Authority

PUBLIC COMMENTS

Bob Jones expressed concerns about the impact marihuana will have on the community. He encouraged Council to read the report from the Surgeon General.

Michelle Froehlich expressed support for marihuana facilities.

Don Koshmider expressed support for marihuana facilities.

Eric Gunnels commented on the Medical Marihuana Facilities Licensing Act.

GOOD OF THE ORDER

Peccia briefly described the process that occurred prior to the adoption of the marihuana ordinances.

Peccia noted the Child Safety Expo will be held from 4:00 pm to 7:00 pm on September 11, 2019.

Schippers encouraged people to provide their name rather than sending anonymous letters so Council or staff can respond to them directly regarding their questions or concerns.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk



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

Today's Date _____

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City 60 days before an 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 120 if you have questions.

Applicant Name (Print) DCA / Joy Vandrie Contact Address 201 N. Mitchell St, Ste 102
[Redacted] Contact Email joyvandrie@gmail.com

Sponsoring Organization DCA ☐ Private ☒ Non-Profit 501(c)(6)

Purpose of Event Craft Beer Festival Approx # of Attendees 1200-1300

Beginning Date: 9/26/19 Ending Date: 9/29/19 Reoccurring: YES NO

Day	Set-up	Start	End	Clean-up
9/26 1st Day <u>9/26 Tent</u>	<u>4:00</u> AM/PM	___ AM/PM	<u>6:00</u> AM/PM	___ AM/PM
9/27 2nd Day <u>9/27 setup</u>	<u>3:00</u> AM/PM	___ AM/PM	<u>7:00</u> AM/PM	___ AM/PM
9/28 3rd Day <u>9/28 event</u>	<u>8:00</u> AM/PM	<u>2:00</u> AM/PM	<u>10:00</u> AM/PM	___ AM/PM
9/29 4th Day <u>9/29 Haddon</u>	___ AM/PM	<u>10:00</u> AM/PM	___ AM/PM	<u>2:00</u> AM/PM

Please answer the following questions:

- 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 reserve any of the City of Cadillac facilities

Please Circle

Market at Cadillac Commons

Rotary Pavilion

City Park

Cadillac Commons Plaza

- 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?

Cop walk car use in am
9/28/19

If you answered YES to any of the above questions, 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.

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

All events require liability insurance: Required Min. 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 _____

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Please Submit 30 days Prior to Event Date

Event Cadillac Craft Beer Festival

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

**Weather Dependent

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 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 parking for the purpose of drop-off and/or pick-up 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.

Will not use, but

Reservation Fees:

- Daily Rate (4 hours or more) \$100
- Hourly Rate (less than 4 hours) \$55 per hour
- Non-Profit Daily Rate (4 hours or more) \$50
- Non-Profit Hourly Rate (less than 4 hours) \$25 per hour

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

- Daily Rate of \$25:
- Non-Profit Daily Rate of \$15

All Fee options require a deposit of \$25 that will be applied to your total cost to hold your date(s), and would only be refunded if event was denied for any reason.

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

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

Print Name Joy D. VanDine Total Fees Required: 0 Total Fees Paid: 0 Date / /

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

Today's Date _____

City Received Date _____

MUST BE OFFICIALLY CITY DATE STAMP

City Park (Fountain) Request Form

Reason for Request

Cadillac Craft Beer Festival

Organization

DCA

Contact Person

Joy D. VanDine

Contact Email

City of Cadillac Guidelines:

Please read the following and initial to acknowledge your understanding

☒ The Park is for public use

☒ The City does not provide any tents, tables, chairs, rugs, extension cords etc

☒ The fountain may not be operating due to equipment break downs or weather conditions such as wind

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

Special Requests:

Electricity — *All outlets please*
Picnic Tables — *yes - north end of park*
Use of private tent — *yes - 2-30x60, 1-20x40*
Use of private chairs — *yes all under tents*

Form must be mailed or brought to: **(Email or Fax will not be accepted)**

Cadillac City Hall
Attn: Public Works Department-Events
200 N. Lake Street
Cadillac, MI 49601

Print Name

Joy D. VanDine

Signature

[Signature]

Date

7/8/19

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

Public Works _____
City Clerk _____
City Manager _____
City Council _____

Comments _____
Comments _____
Comments _____
Comments _____

Date Approved _____
Date Approved _____
Date Approved _____
Date Approved _____

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

TENT / MEMBRANE STRUCTURE USE PERMIT APPLICATION

Applicant Name: DCA

Phone: 231-920-5189

Date of Application: 7-8-19

Date of Event: 9-28-19

Date of Setup: 9-26-19 - 9-27-19

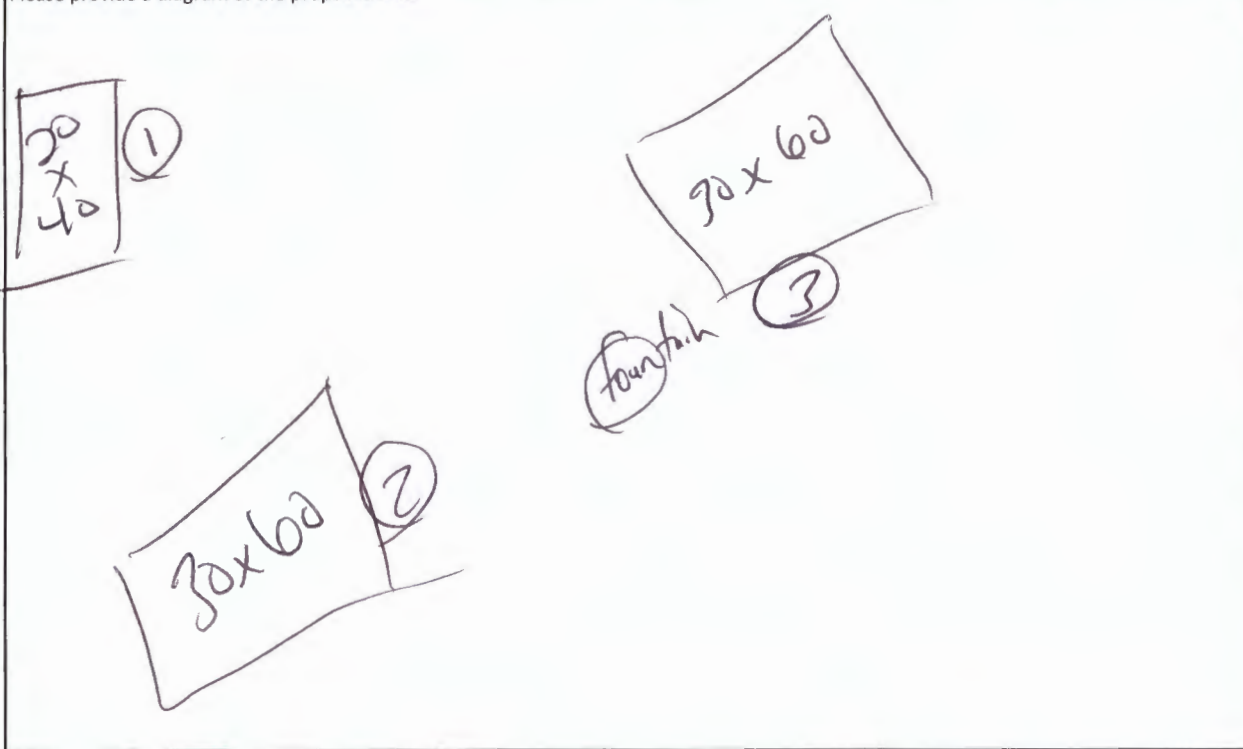
Date of Teardown: 9-29-19

Setup Company: AL Tent

Phone: _____

Tent 1 Dimensions:	<u>20</u> Wide	<u>40</u> High	<u>length</u>	Area: _____
Tent 2 Dimensions:	<u>30</u> Wide	<u>60</u> High	<u>length</u>	Area: _____
Tent 3 Dimensions:	<u>30</u> Wide	<u>60</u> High	<u>length</u>	Area: _____
Tent 4 Dimensions:	_____ Wide	_____ High	_____	Area: _____

Please provide a diagram of the proposed site:



****FOR OFFICE USE ONLY****

Occupant Load

Tent 1:	_____
Tent 2:	_____
Tent 3:	_____
Tent 4:	_____

Exits Required

Tent 1:	_____
Tent 2:	_____
Tent 3:	_____
Tent 4:	_____

Approved Yes No

☐	☐
☐	☐

Date: _____

By: _____



200 Lake Street
Cadillac, MI 49601
Phone: (231) 775-0181

SIGN PERMIT APPLICATION/PERMIT

Office Use Only	Permit # _____	Date _____
Zoning District _____	Fee (CIRCLE ONE)	Permanent \$20.00 Temporary \$10.00
Approved By _____		

Applicant's Name DCA Phone [REDACTED]

Address 201 N. Mitchell St, Ste 102

Site Address See attached Bus. Name _____

Property Owner's Name _____

Address _____

Circle Sign Type (Wall, Pole, Projecting, Monument) If Temp? Days 2

Purpose: (Institution, ^{Event} Business, Display) Value \$25ea Height 2'

Setback(s) _____

For Wall Signs: Weight _____ Building Height _____ Width _____

SHOW SIGN COPY, AN ATTACHED CONCEPT OR SKETCH IS PREFERRED



yard
signs

H	--
E	-- 18'
I	--
G	-- 14'
H	--
T	-- 10'
	--
	-- 6'
	--
	-- 2'

TOTAL DISPLAY AREA _____ DIMENSIONS: HGT _____ WIDTH _____

I hereby certify that the proposed work is authorized by the property owner and will comply with all local and state laws. This permit will become null and void if work is not started within six months from date of permit.

APPLICANT'S SIGNATURE X [Signature] DATE 7/8/19

Craft Beer Fest - Yard Sign Locations

Beer Fest
Downtown

Planters
+
Carners





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

Today's Date _____

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Alcoholic Beverage Request Form

Event Name Cadillac Craft Beer Festival

Requesting Organization DCA

Contact Person(s) Joy D. Vandine

Contact Em [REDACTED]

Date of Event 9/28/19 Approx. number of participating groups 1200-1300

Starting Time 2pm Ending Time 10pm

City of Cadillac & State of Michigan Guidelines:

- Double fence
- Inspection of site

Same layout as previous

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 Joy D. Vandine Signature [Signature] Date 7/8/19

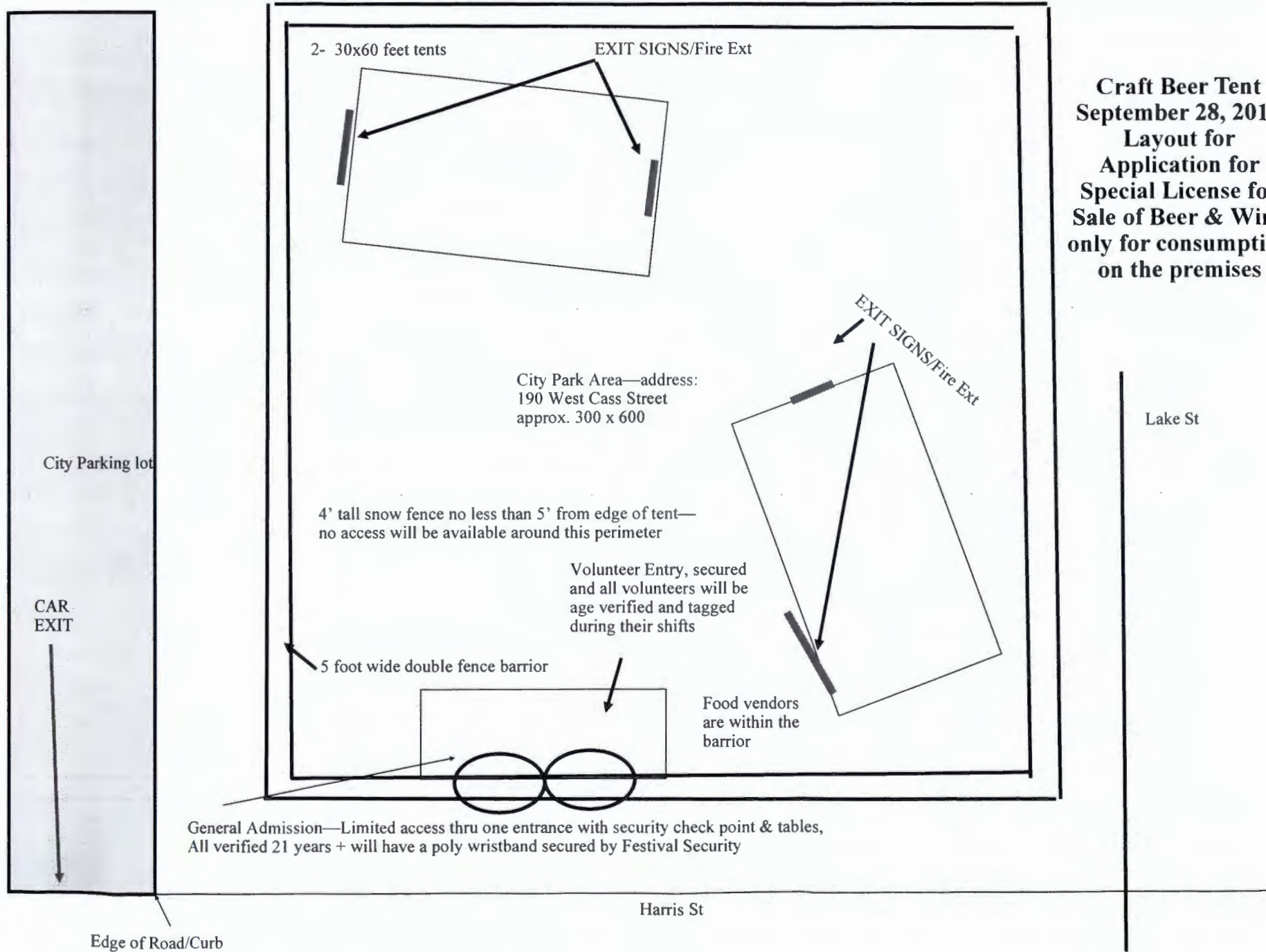
Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

For Office Use Only

Streets _____	Date Approved _____	Comments _____
Parks _____	Date Approved _____	Comments _____
Fire _____	Date Approved _____	Comments _____
Police _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
State of MI _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____

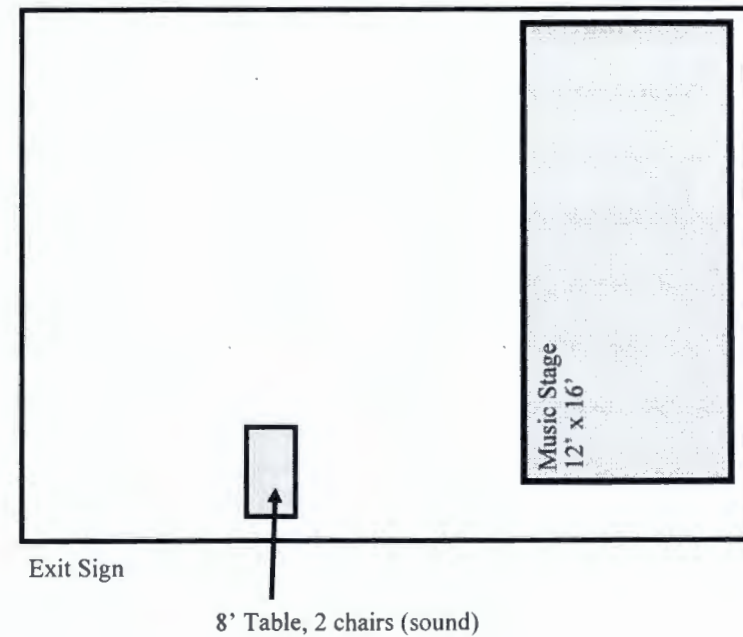
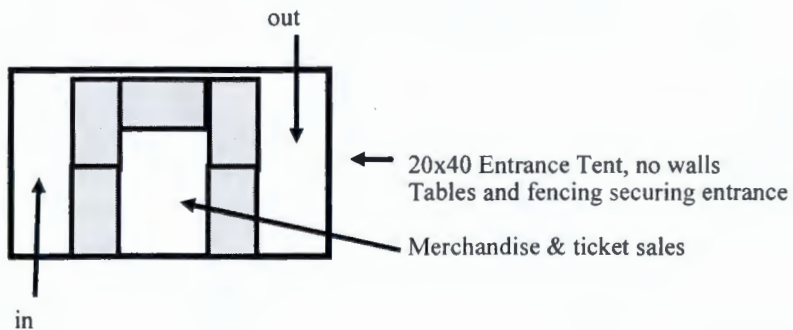
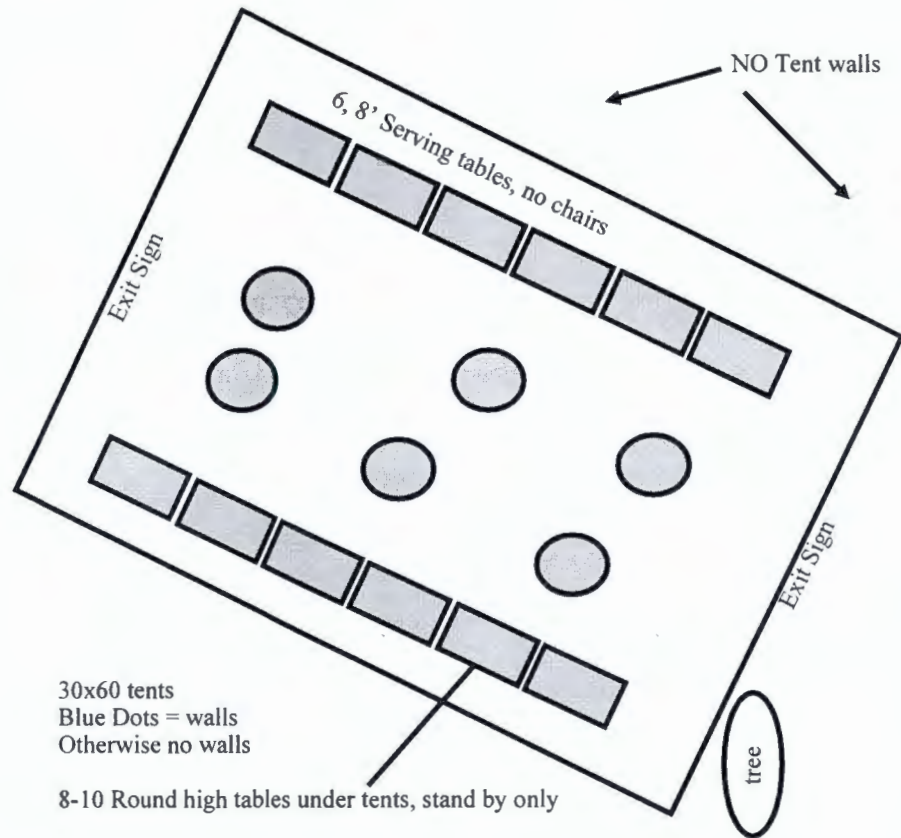
Cadillac Craft Beer Festival— Downtown Cadillac Association—Annual Event

**Craft Beer Tent
September 28, 2019
Layout for
Application for
Special License for
Sale of Beer & Wine
only for consumption
on the premises**



Cadillac Craft Beer Festival— Downtown Cadillac Association Annual Event

**Craft Beer Tent
September 28, 2019
Layout for
Fire Department
Tent Inspection**



Today's Date _____

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Banner Request Form

Monday Banner Start Date 9/23/19

Monday Banner End Date 9/30/19

(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 To support promotion of the Beer Festival 9/28/19

Organization DCA

Contact Person Joy Vandrie

Contact Email _____

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: 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 Joy Vandrie Signature [Signature] Date 7/8/19

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

Streets _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
State of Michigan _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____



Craft Beer, Meade, Cider, Wine • Classic Car Show • Live Music • Local Food & Fun

Cadillac's Craft Beer Festival

www.ccbeerfest.com • facebook.com/ccbeerfest





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

Today's Date 8/16/19

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Parade Request Form

Name of Parade Cadillac High School Homecoming Parade
Purpose of Parade Homecoming
Requesting Organization Cadillac High School
Contact Person(s) Meagan Hoblet
Contact Phone (231) 876-5812 Contact Email meagan.hoblet@cadillacschools.org
Date of Parade 9/29/19 Approx. number of participating groups 40
Requested Route ☐ Lake Street ☒ Mitchell Street Staging Time 3:30 AM/PM
Starting Time 5:00 AM/PM Ending Time 6:00 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.

Parade Fee: \$100.00

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

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

Meagan Hoblet
Signature



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

Today's Date 9-12-2018

City Received Date

Banner Request Form

Monday Banner Start Date 10/21/2019

Monday Banner End Date 10/28/2019

(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 National Friends of Libraries Week

Organization Friends of the Cadillac Library

Contact Person Vickie Essenmacher

Contact Phone 231-510-9047

Contact Email Vessenmacher@icloud.com

City of Cadillac & State of Michigan Guidelines:

- ☒ Banner requested date is a minimum of 2 months prior to display date requested.
- ☐ I understand the City reserves the right to determine when the banner is hung during inclement weather.
- ☐ I understand 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.
- ☐ Banner picture or a design proof is attached with this request form. ON RECORD
- ☐ 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.
- ☐ I understand and agree to these requirements and understand if these are not met the request will be denied.
- ☐ Form must be mailed or brought to: **(Email or Fax will not be accepted)**

Cadillac City Hall
Attn: Public Works Department-Events
200 N. Lake Street
Cadillac, MI 49601

Print Name Vickie Essenmacher Signature Vickie Essenmacher Date 9/12/2018

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

Public Works _____	Comments _____	Date Approved _____
City Clerk _____	Comments _____	Date Approved _____
City Council _____	Comments _____	Date Approved _____
State of Michigan _____	Comments _____	Date Approved _____

Befriend Your Local Library

Sponsored By Friends of the Cadillac Wexford Public Library



CADILLAC 5

ELK 6

ARCTIC CODE

September 16, 2019

Council Communication

Re: Downtown Sidewalk Café's

Introduction

Clam-Torch RMPL, Inc. the new ownership group of Clam Lake Beer, Co. is asking for approval to place sidewalk cafés in front of their downtown Cadillac restaurants in 2019. Staff has the site plans showing the placement of the tables, chairs, and barrier. There is adequate room for pedestrian traffic meeting the 60 inches of clearance required in the ordinance.

The Michigan Liquor Control Commission Licensing Unit is requiring an “approval for the applicant” to continue the processing of the alcohol license.

Staff has reviewed the request and supports the program subject to the following condition:

- 1) The Cadillac City Code of Ordinance that relates to sidewalk cafes in Section 46-395 is followed which includes a requirement for a site plan and proof of insurance.
- 2) Businesses with a sidewalk café on Mitchell Street/Business US-131 acquire the needed sidewalk café permit through the State of Michigan.

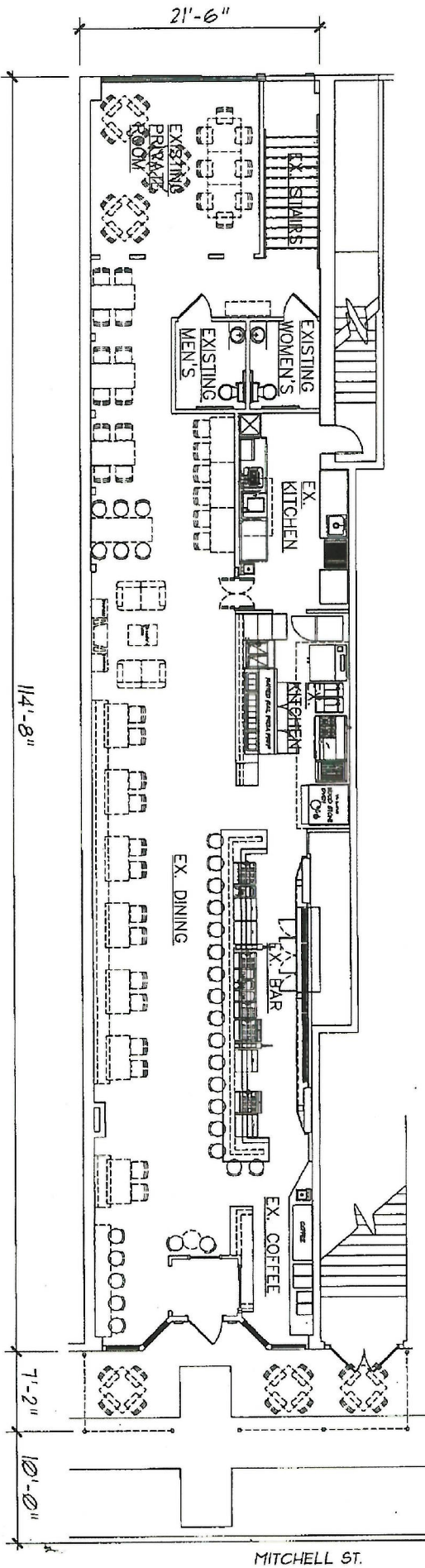
Requested Council Action

Council is asked to approve the request of Clam-Torch RMPL, Inc. to allow for placement of table and chairs for use as a sidewalk café for the remainder of 2019. A new request will be required in 2020.

Clam-Torch RMP, Inc.

Clam-Torch RMP, Inc.

106 S. Mitchell Street



EXISTING
STREET LEVEL FLOOR PLAN
SCALE: NTS
North

APPROVED
REVIEWED FOR COMPLIANCE WITH
CADILLAC ZONING ORDINANCE
Mike Coy B-2 9-12-2019
CADILLAC ZONING DEPARTMENT

September 16, 2019

COUNCIL COMMUNICATION

Re: Reappointment to Planning Commission – Kevin Fent

Kevin Fent has expressed interest in continuing his service on the Planning Commission for another 3-year term. He was originally appointed in 2001.

Recommended Council Action:

Reappoint Kevin Fent to a 3-year term on the Planning Commission, which will end on 10/01/2022.

September 16, 2019

COUNCIL COMMUNICATION

Re: Reappointment to Downtown Development Authority – Bob LeVand

Bob LeVand has expressed interest in continuing his service on the Downtown Development Authority for another 4-year term. Bob has been a member of this board since 2003.

Recommended Council Action:

Reappoint Bob LeVand to a 4-year term on the Downtown Development Authority, which will end on 10/6/2023.



Otwell Mawby, P.C.
Consulting Engineers

MEMORANDUM

DATE: September 12, 2019

TO: Marcus Peccia, City Manager

FROM: Mac McClelland 

SUBJECT: Mitchell Bentley Contractor Bids

Through the cooperation of the Cadillac Industrial Fund, Cadillac Brownfield Redevelopment Authority, Wolverine Power, Consumers Energy, and the City of Cadillac, a \$700,000 grant and \$300,000 loan was awarded from the Michigan Department of Environment, Great Lakes and Energy (EGLE). The grant and loan will fund the removal of contaminated debris, buildings, and foundations at the Mitchell Bentley site to prepare for the installation of the Consumers Energy Solar Garden at the south end of the property and provide for future industrial development at the north end. In addition, the City and CIF allocated up to \$50,000 each for a total of \$100,000 for any costs not covered by the EGLE Brownfield Grant and Loan.

Request for Bids for contaminated debris removal, asbestos abatement, building and site demolition, and potential removal of unknown underground structures for the former Mitchell Bentley site were issued on August 9, 2019 to the following 8 firms. In addition, notice was published in the Cadillac News. Because the debris is contaminated with asbestos from the fire, all contractors must be Licensed Asbestos Abatement Contractors as well as have significant excavation and demolition capacity.

Adamo Group	Detroit
American Waste dba Northern A-1 Services	Kalkaska
Beirlein Companies, Inc.	Midland
Job Site Services, Inc.	Bay City
Melching	Muskegon
Molon Excavating	Traverse City
North American Dismantling	Lapeer
Pitsch Companies	Grand Rapids

A mandatory pre-bid conference was held on August 19, 2019 with the above firms, as well as Bolle Contracting (Clare, Michigan), CJ's Excavating (Cadillac, Michigan) and Elmer's (Traverse City, Michigan). An addendum was issued on August 22, 2019 with clarification of bid bonds, water supply, air monitoring, and volume/tonnage estimates.

The Request for Bids included lump sum costs for mobilization, universal waste disposal, asbestos abatement in standing buildings, demolition, grading, site restoration, and demobilization. The bid requested a unit cost times an estimate of 14,000 tons based on an estimated 9,000 cubic yards in order to provide a cost comparison between the bidders. After some discussion, a more appropriate

conversion rate would convert to 9,000 tons. The cost will be based on the actual tonnage of contaminated debris removed from the site.

Seven bids were received by the August 27, 2019 deadline. The attached spreadsheet provides a detailed comparison of the contractor bids, based on the 9,000 ton estimated volume.

Based on the cost analysis, Pitsch Companies of Grand Rapids is the low bidder and is recommended for contract award.

The costs provided in spreadsheet makes a significant assumption of the volume and weight of the contaminated debris removal. The removal of the contaminated debris will be the first activity on-site and arrangements are being made to track the tonnage that is removed from the site. If the tonnage is close to or above the rough estimate of 9,000 tons, there will likely need to be reductions in the overall work scope to meet the total budget of \$1,000,000.

We have met with City, EGLE representatives and with Pitsch to discuss the reduction approach. In essence, activities on the South end of the property have the highest priority in order to provide for the development of the Solar Garden next Spring and activities on the North end have a lower priority that will be conducted if funds are available, or set aside for future redevelopment if funds are not available.

The contract will be held by the City of Cadillac with reimbursement from the EGLE Brownfield Grant and Loan. The draft contract is attached, with the bid pricing sheet for Pitsch.

Recommendation

Authorize contract award to Pitsch Companies for contaminated debris removal, asbestos abatement, universal waste disposal, building and site demolition, and site restoration for the former Mitchell Bentley, in accordance with the contract documents and pricing.

Mitchell Bentley
514 Wright Street
Cadillac, Michigan

Bidder:				Adamo		Bierlein		Bollle Contracating		Melching		North American Dismantling		Northern A-1 Services		Pitsch Companies	
Item No.	Description			Unit Cost	Lump Sum	Unit Cost	Lump Sum	Unit Cost	Lump Sum	Unit Cost	Lump Sum	Unit Cost	Lump Sum	Unit Cost	Lump Sum	Unit Cost	Lump Sum
1	Mobilization, Job-site Administration, Submittals	1	Lump Sum		\$139,800.00		\$20,000.00		\$30,000.00		\$28,000.00		\$50,000.00		\$3,285.00		\$50,000.00
2	Universal Waste Disposal	1	Lump Sum		\$3,025.00		\$5,000.00		\$3,000.00		\$1,500.00		\$5,000.00		\$5,000.00		\$1,000.00
3	Asbestos Abatement For Site Structures	1	Lump Sum		\$1,500.00		\$78,000.00		\$20,000.00		\$45,000.00		\$0.00		\$200,000.00		\$3,000.00
4	Demolition and Disposal of Site Structures, including foundations, Tunnel, Tree Removal, Clearing and Grubbing and Site Asphalt	1	Lump Sum		\$711,090.00		\$568,000.00		\$225,000.00		\$179,000.00		\$712,000.00		\$337,790.00		\$315,000.00
5	Removal and Disposal of Friable Asbestos Containing Debris (assume 9,000 ton)	9000	Tons at Bid Cost per Ton		\$583,200.00		\$675,000.00		\$605,250.00		\$801,000.00		\$670,500.00		\$465,030.00		\$538,920.00
6	Backfilling and Rough Grading	1	Lump Sum		\$123,320.00		\$80,000.00		\$400,000.00		\$86,000.00		\$238,000.00		\$70,650.00		\$10,000.00
7	Final Grading and Susurface Structure Removal	1	Lump Sum		\$36,400.00		\$10,000.00		\$30,000.00		\$10,000.00		\$75,000.00		\$10,550.00		\$5,000.00
8	Topsoil , Seeding and Mulching	1	Lump Sum		\$181,000.00		\$180,000.00		\$150,000.00		\$68,500.00		\$100,000.00		\$108,280.00		\$45,500.00
9	Demobilization and Project Closeout	1	Lump Sum		\$22,000.00		\$20,000.00		\$15,000.00		\$5,000.00		\$35,000.00		\$3,285.00		\$10,000.00
	TOTAL BASE BID				\$1,801,335.00		\$1,636,000.00		\$1,478,250.00		\$1,224,000.00		\$1,885,500.00		\$1,203,870.00		\$978,420.00
10	Asbestos Contaminated Debris Removal		Per Ton	\$64.80		\$75.00		\$67.25		\$89.00		\$74.50		\$51.67		\$59.88	
	Asbestos Abatement of Potential Tunnel Pipe Insulation and Fittings		Lineal Feet	\$93.75		\$40.00		\$25.00		\$25.00		\$37.50		\$18.00		\$20.00	
11	Additional Mobilization after GPR/EM Survey		Lump Sum	\$10,000.00		\$1,200.00		\$3,000.00		\$4,500.00		\$25,000.00		\$2,500.00		\$2,000.00	
12	Test Pit Equipment and Personell		Per Day	\$3,100.00		\$2,500.00		\$300.00		\$2,800.00		\$2,000.00		\$1,500.00		\$2,500.00	
13	Excavation, Transport and Removal of Subsurface Structuires and/or Utilities		Per Ton	\$36.15		\$75.00		\$30.00		\$59.00		\$100.00		\$75.00		\$60.00	
14	Backfill of Excavated Subsurface Structures and/or Itilities		Cubic YD	\$16.45		\$28.00		\$12.00		\$9.00		\$15.00		\$25.00		\$20.00	
15	Additional - Completion of second mobilization to completed excavation, trucking and disposal of on-site non-hazardous contaminated soils and		Cubic Yard	\$10,000.00		\$75.00		\$39.00		\$59.00		\$50.00		\$60.00		\$75.00	

**UNIVERSAL WASTE DISPOSAL, ASBESTOS ABATEMENT, BUILDING AND SITE
DEMOLITION / DEBRIS DISPOSAL AND SITE RESTORATION –
FORMER MITCHELL / BENTLEY MANUFACTURING PROPERTY**

Item No.	Description	Total
1	Mobilization and Administration	\$50,000.00
2	Universal Waste Disposal	\$1,000.00
3	Asbestos Abatement for Site Structures	\$3,000.00
4	Demolition and Disposal of Site Structures, including foundations, Tunnel, Tree Removal, Clearing and Grubbing. and Site Asphalt	\$315,000.00
5	Removal and Disposal of Friable Asbestos Containing Debris (assume 9,000 tons)	\$538,920.00
6	Backfilling and Rough Grading	\$10,000.00
7	Final Grading after Subsurface Structure Removal	\$5,000.00
8	Topsoil, Seeding and Mulching	\$45,500.00
9	Demobilization and Project Closeout	\$10,000.00
	TOTAL	\$977,920.00

ASBESTOS CONTAMINATED DEBRIS REMOVAL

Payment for friable asbestos-containing debris will be based on a per ton basis, as documented by weight tickets from the disposal facility. Cost in the table above should be based on the preliminary volume estimate of 14,000 TONS

Asbestos Contaminated Debris Removal, Transport and Disposal Cost per Ton

Fifty nine and 88/100	\$	59.88
(cost in words)		(cost in figures)

ASBESTOS ABATEMENT FOR POTENTIAL TUNNEL PIPE INSULATION AND FITTINGS

Payment for potential asbestos containing pipe insulation in tunnel will be based on a per lineal foot basis, as documented by measurements from the Contractor and Consultant.

Asbestos Abatement for Potential Tunnel Pipe Insulation and Fittings

Twenty	\$	20.00
(cost in words)		(cost in figures)

UNKNOWN UNDERGROUND STRUCTURE REMOVAL

Following the removal and disposal of the Site Structures and Foundations, Tunnels, Site Asphalt/Concrete, asbestos contaminated debris, backfilling and rough grading, a GPR/EM survey will be conducted to identify any subsurface anomalies. The CONTRACTOR will conduct test pits, remove any subsurface structures or utilities, and backfill excavated areas. Because the number and extent of subsurface structures are unknown, payment will be made on the following unit cost basis:

Additional Mobilization after GPR/EM Survey Lump Sum

<u>Two Thousand</u>	\$ <u>2,000.00</u>
(cost in words)	(cost in figures)

Test Pit Equipment and Personnel Cost per Day

<u>Twenty Five Hundred</u>	\$ <u>2,500.00</u>
(cost in words)	(cost in figures)

Excavation, Transport and Removal of Subsurface Structures and/or Utilities Cost per Ton

<u>Sixty</u>	\$ <u>60.00</u>
(cost in words)	(cost in figures)

Backfill of Excavated Subsurface Structures and/or Utilities Cost per Cubic Yard

<u>Twenty</u>	\$ <u> </u>
(cost in words)	(cost in figures)

ADDITION

The following will be added to the BASE BID for completion of a second mobilization to complete excavation, trucking and disposal of onsite non-hazardous contaminated soils and building materials as a cost per cubic yard:

<u>Seventy five</u>	\$ <u>75 yd³</u>
(cost in words)	(cost in figures)

FEES FOR HANDLING ADDITIONAL WORK

For additional work to be performed, upon instruction of the Owner, by the undersigned or subcontractors of the undersigned, the undersigned agrees to add to the subcontractor's sums for such additional work, a fee of Ten percent (10 %), which fee includes all the charges of the undersigned for overhead and profit.

CONTRACT AGREEMENT

THIS AGREEMENT, effective this 17th day of September 2019, entered into by and between The City of Cadillac with offices located at 200 North Lake Street 49601 (hereinafter referred to as the “OWNER”), and Pitsch Companies, a Michigan Corporation with offices located at 7905 Johnson Road, Belding, Michigan 48809 (hereinafter referred to as the “CONTRACTOR”). OWNER and/or CONTRACTOR are sometimes referred to herein as a “Party” or the “Parties.”

WITNESS THAT:

WHEREAS the OWNER wishes to retain the CONTRACTOR to perform work required by the OWNER and,

WHEREAS, the CONTRACTOR is willing to undertake the performance of such work in accordance with the terms and conditions hereinafter set forth,

NOW THEREFORE the parties hereby agree as follows:

ARTICLE 1 - THE WORK

- 1.1 The CONTRACTOR shall provide all labor, materials, tools, equipment, machinery, and other items and services necessary to properly perform the work as set forth in Appendix A, Request for Bids for universal waste disposal, debris removal, asbestos abatement, building and site demolition and site restoration, which represents the Statement of Work, (hereinafter referred to as the “Work”), at the location or locations specified therein.
- 1.2 The Work shall be carried out in accordance with this Agreement in a diligent, on time and workmanlike manner utilizing qualified personnel and good and sufficient materials and equipment.

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 **Documents:** The documents listed in 2.2.2 through 2.2.3 together with any modifications issued in accordance with Article 11 of this Agreement constitute the “Statement of Work” (Work), are “Contract Documents,” and are herein incorporated as an integral part of this Agreement. Where the CONTRACTOR’s Proposal is attached as part of the Statement of Work, it is attached for a description of the work and detailed information concerning the cost of the Work as set forth in Article 4.1 of this Agreement only. Any terms and conditions set forth in the CONTRACTOR’s Proposal which vary or contradict this Agreement are void. Any terms or conditions on any forms subsequently used by either party in the administration of this Agreement are, at the discretion of OWNER, voidable and shall not act to supplement or replace the terms or conditions of this Agreement unless such terms or conditions are specifically approved in a writing signed by OWNER’S chief executive officer and such writing is signed and dated subsequent to the effective date of this Agreement.
- 2.2 **Precedence:** In the event of any conflict or inconsistency between any of the Contract Documents and the primary text of this Agreement, the following order of precedence shall prevail:

- 2.2.1 The primary text of this Agreement;
- 2.2.2 Appendix A – Pitsch Companies Bid, dated August 27, 2019.
- 2.2.4 Appendix CB– Pitsch Voluntary Deducts.

ARTICLE 3 - CONTRACT TIME

- 3.1 **Schedule:** The CONTRACTOR shall accomplish the work called for in the Statement of Work. Work shall begin not earlier than the effective date of this Agreement. Access to complete onsite activities cannot commence prior to September 23, 2019, unless adjusted by a modification or terminated as provided herein. All Work shall be fully completed no later than December 15, 2019.
- 3.2 **Delays:** Neither Party shall be liable to the other for delays or failure to perform caused by circumstances beyond that Party's control, and without that Party's fault or neglect, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or failure to act of OWNER, site inaccessibility, or inability of others to obtain material, labor, equipment, or transportation, provided, and only to the extent, such delays are not the result of the fault or neglect of the party claiming relief under this Article 3.2. Should any of the above occur, then the date for Completion or any other milestone date shall be adjusted for such delay in accordance with Article 11, provided where the CONTRACTOR is claiming delay, the CONTRACTOR reports the delay and the detailed facts and reasons therefor to the OWNER within a reasonable time after CONTRACTOR discovered or should have discovered the facts giving rise to the delay.

ARTICLE 4 - CONTRACT PRICE

- 4.1 **Consideration:** In consideration for undertaking this Work, the OWNER shall pay to the CONTRACTOR the amount resulting from the prices and unit costs included in the CONTRACTORS bid with volume verification by the OWNER and CONTRACTOR, in payments as determined allowable by the OWNER in accordance with the payment provisions of the Contract Documents. Additional work, if required and authorized, will be performed at a lump sum price agreed upon in an advanced writing signed by the chief executive officer of OWNER and an authorized agent of CONTRACTOR.

ARTICLE 5 - PAYMENT PROVISIONS

- 5.1 **Payment:** Payment will be made for services received and accepted in accordance with the terms and conditions of this Agreement. The CONTRACTOR will be paid in one sum at the completion of the Work, as determined by the OWNER's project manager, and receipt and approval of an invoice detailing the Work. One hundred percent of the contract price for the Work completed and accepted may be paid, subject to the limitations of the General Conditions or Modifications to General Conditions. Payment to the CONTRACTOR will be made within 90 days after the receipt of the invoice for the Work and approval by the OWNER.

No extra payment will be made to the CONTRACTOR for any expenses or delays caused by revision of inadequate submittals, lack of progress, defective workmanship, or rescheduling of work by other contractors, subcontractors, or equipment and material suppliers. Additional costs caused by ill-timed or defective work, or work not conforming to Contract Documents, shall be incurred solely by the CONTRACTOR.

The Invoice shall be prepared and submitted to the OWNER in the manner and format specified in Article 5.3 and other applicable provisions of the Contract Documents.

- 5.2 **Retention:** OWNER may retain from payments due the CONTRACTOR an amount OWNER deems sufficient to cover any claim or potential claim from a third party related to the CONTRACTOR's performance under this Agreement.

- 5.3 **Invoicing Instructions:** The CONTRACTOR will submit invoices that clearly indicate the name and address of the CONTRACTOR, the invoice date, Contract number, name and address of CONTRACTOR official to whom payment is to be sent, description of services performed and costs related thereto completed under this Agreement. Each copy of the invoice shall contain the following certification signed by an appropriate person of CONTRACTOR's organization: *"I certify that all expenditures reported (or payments requested) are for appropriate purposes; are correct and just in accordance with the terms of the Agreement and that payment has not been received."* Invoices shall be submitted to the OWNER in duplicate **with a Waiver and Release Upon Progress Payment from each sub-tier CONTRACTOR and materialman for whom payment is being sought. If the Waiver and Release provided is conditional, OWNER reserves the right to pay the Sub-tier CONTRACTOR directly or pay CONTRACTOR with a two-party check.** Invoices shall be addressed as follows:

Invoices to: The City of Cadillac
200 North Lake Street
Cadillac, Michigan 49601
Attn: Marcus Peccia

- 5.5 **Final Invoice:** With the request for final payment, the CONTRACTOR shall furnish satisfactory proof that all outstanding bills incurred by CONTRACTOR for materials and labor furnished under this Agreement have been paid and provide a legally effective **Waiver and Release Upon Final Payment from CONTRACTOR and each sub-tier CONTRACTOR and materialman utilized on the Work. If the Waiver and Release provided is conditional, OWNER reserves the right to pay the Sub-tier CONTRACTOR directly or pay CONTRACTOR with a two-party check.** Notwithstanding any other provision in this Agreement to the contrary, CONTRACTOR is required to submit the **final invoice under this Agreement not later than forty-five (45) days after completion of the Work.** Any invoices received after that time will not be paid by the OWNER. No new claims for additional compensation will be considered after submittal of the final invoice.

- 5.6 **Back Charges:** Any amounts paid by the OWNER which the CONTRACTOR is obligated to pay pursuant to this Agreement or otherwise will be promptly reimbursed to OWNER by the CONTRACTOR together with (i) attorney's fees, if any, and (ii) annual interest at 15%, if allowed by law, otherwise at the highest rate allowed by law. If not reimbursed, OWNER may deduct such amount (with attorney's fees and interest as above provided) from any amounts then or thereafter due CONTRACTOR under this or other Agreement with the CONTRACTOR. These rights of reimbursement and deduction are in addition to OWNER's right to indemnity pursuant to Article 8, and any other right pursuant to law.

ARTICLE 6 - AVAILABILITY OF LANDS

- 6.1 **OWNER Furnished Lands:** The OWNER will furnish the lands upon which the Work is to be performed, rights-of-way for access thereto and lands designated for temporary use during construction. Easements, if required for permanent structures or permanent changes in existing facilities, will be provided by the OWNER. The OWNER will allocate the land provided by the OWNER for temporary use during construction by CONTRACTOR. The OWNER will provide access approval from lands not owned by or under the control of the OWNER to conduct the necessary work.
- 6.2 **CONTRACTOR Furnished Lands:** The CONTRACTOR will be responsible to provide at its cost any temporary lands, easements, or access not provided by the OWNER, that the CONTRACTOR may deem necessary to carry out the Work.

ARTICLE 7 - RISK ALLOCATION

- 7.1 **Insurance:** The CONTRACTOR shall indemnify, defend and save OWNER harmless from and against any cost, liability or expense, including actual reasonable attorney fees and expenses resulting from any fault or neglect by CONTRACTOR, which arise under or in connection with the CONTRACTOR's obligations pursuant to this Agreement, but not if OWNER is the sole negligent or at fault party. The CONTRACTOR shall purchase and maintain through the course of the Work such insurance as will protect the CONTRACTOR and OWNER (who shall be a named insured under the policy or policies of CONTRACTOR) from all claims which may arise out of or result from operations hereunder (whether by the CONTRACTOR itself, any sub-contractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable), including, without limitation: claims under Worker's Compensation; disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims for damages which are sustained by any person as a result of the actions of the CONTRACTOR; claims for violation or infringement of Intellectual Property Rights; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

7.1.1 **Coverage:** Minimum insurance requirements are:

7.1.1.1 **COMPREHENSIVE GENERAL LIABILITY.** CONTRACTOR shall provide certificates of insurance to the OWNER which prove the foregoing coverages for not less than \$1,000,000 per occurrence for Comprehensive General Liability and Property Damage. The Comprehensive General Liability and Property Damage certificate shall name the OWNER and Environmental Consultant, and its officers, employees, agents and representatives as additionally insured, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation to OWNER. The insurance must cover the work activities to be completed.

7.1.1.2 **AUTOMOBILE LIABILITY.** CONTRACTOR shall obtain and provide the OWNER with proof of Automobile Liability Insurance naming the OWNER and Environmental Consultant as additional insured, which includes coverage that complies with the requirements of the Michigan No-Fault Law, coverage for owned, hired, and non-owned vehicles; and residual

liability coverage with a combined single limit of at least \$1,000,000 per occurrence for both Bodily Injury and Property Damage.

7.1.1.3 **WORKERS' COMPENSATION.** CONTRACTOR shall carry and provide OWNER with proof of Workers' Compensation Insurance in compliance with Michigan Law.

7.1.2 **Certificates:** Prior to beginning Work, Certificates of insurance shall be furnished by the CONTRACTOR evidencing that the coverage is in effect and will continue to be in effect throughout the performance of the Work and will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the OWNER. The insurance coverage at 7.1.1.1 and 7.1.1.2 above shall name OWNER, its employees, officers, and directors as additional insured with respect to the Work to be provided under this Agreement. The insurance provided by CONTRACTOR is primary with respect to the interests of the OWNER and any other insurance acquired or maintained by them. OWNER's insurance shall be excess and non-contributory.

7.1.3 **Sub-tier Contractors:** The CONTRACTOR agrees to flow down these insurance requirements to all Sub-tier Subcontractors and contractors that provide any services or work.

7.2 **Indemnification:** The Environmental Consultant shall defend, indemnify, and hold harmless the OWNER, and its agents, officers, directors, and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the CONTRACTOR, its officers, agents, employees, Sub-tier contractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage.

7.3 **Intellectual Property Rights:** The CONTRACTOR warrants that it is not aware of any copyright, patent, trademark, trade secret, or other proprietary right that it might infringe upon in providing the work required under this Agreement. The CONTRACTOR shall indemnify and save the OWNER harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the CONTRACTOR under this agreement.

7.4 **Time of Essence:** OWNER and CONTRACTOR recognize that time is of the essence with respect to the performance of this Agreement and there is potential for financial loss by OWNER in the event that the CONTRACTOR fails to complete the Work within the time specified in article 3.1. Therefore, CONTRACTOR agrees to pay OWNER for all expenses arising from the failure to complete the work within the time allocated including, but not limited to, additional OWNER expenses for engineering services, technical services, inspection, and administration costs; additional costs to other contractors or consultants caused by the delay and charges from the OWNER, including any liquidated damages for which the OWNER may be liable resulting from CONTRACTOR's failure to complete the Work as provided herein and/or breach of this Agreement.

- 7.5 **Liquidated Damages:** Because the Parties agree that computation of pecuniary damages to OWNER in the event of a breach or default by CONTRACTOR may be difficult or impracticable to ascertain, the OWNER shall have the right, at its election, to receive liquidated damages in the amount of \$500.00 per calendar day for CONTRACTOR's failure to comply with the conditions of award, including failure to complete the Work within the time specified in this Agreement. This sum may be deducted from the CONTRACTOR's payment for labor or materials otherwise due, and without limiting any other rights of OWNER as provided by law to collect damages. No premium will be awarded to the CONTRACTOR for delivery/performance in advance of the specified time.

ARTICLE 8 – CONTRACTOR'S RESPONSIBILITIES

- 8.1 **Employees of the CONTRACTOR:** The CONTRACTOR shall be subject to and operate under all applicable Federal and State laws regarding employers' liability, worker's compensation, Federal social security, and unemployment compensation insurance; and the CONTRACTOR expressly agrees that it is an independent CONTRACTOR and its employees engaged in the Work are not and shall not be treated or considered employees of the OWNER.
- 8.2 **Safety:** In performing the Work, the CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. The CONTRACTOR shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto. The CONTRACTOR shall erect and maintain, as required by existing conditions and progress of Work, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying appropriate OWNER personnel on-site as well as adjacent property owners. Any lost-time injuries or accidents involving significant property damage will be reported to OWNER immediately.
- 8.3 **Proprietary Information:** The CONTRACTOR shall not directly or indirectly or through its employees disclose to any third person or use for the benefit of anyone other than the OWNER, either during or after the term of this Agreement or afterwards, any secret, confidential or proprietary information of the OWNER, whether relating to the Work performed hereunder or to the business and affairs of the OWNER. Such information shall include, without limitation, OWNER manuals, forms, or procedures. Disclosure shall not be made without the prior written consent of the OWNER unless disclosure is required by law, in which case notification of the request for such information shall be provided to the OWNER promptly and in any event at least 5 days prior to release. Information provided to OWNER by the CONTRACTOR and identified in writing as confidential and/or proprietary shall be similarly treated by the OWNER.
- 8.4 **Publications:** The CONTRACTOR shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the OWNER's chief executive officer.
- 8.5 **Technical Data:** All evaluations, reports, records, and other work product produced by the CONTRACTOR pursuant to this Agreement shall be considered proprietary technical data belonging to the OWNER, all of which is hereby assigned to OWNER, and shall be subject to the provisions of Article 7.3.

- 8.6 **Permits and Licenses:** Except as specifically otherwise provided by the Contract Documents, the CONTRACTOR has or will have, prior to the commencement of any Work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the CONTRACTOR to perform the services required hereunder. All fees for securing the permits and licenses shall be paid by the Contractor.
- 8.7 **Michigan Right-To-Know:** CONTRACTOR and all sub-tier contractors must conform to the provisions of the Michigan Right-to-Know Law, 1986 PA 80, which requires employers to: 1) develop a communication program devised to safeguard the handling of hazardous chemicals through labeling of chemical containers and development and availability of Material Safety Data Sheets; 2) provide training for employees who work with these chemicals; and 3) develop a written hazard communications program.

ARTICLE 9 - WORK BY OTHERS

- 9.1 **Cooperation:** CONTRACTOR will cooperate with OWNER and Environmental Consultant personnel and contractors who may be working on the site. Particular attention should be paid to such matters as safety, use and disruption of utilities, the allocation of storage and workspace, parking, security, and general policing of the work site.

ARTICLE 10. - OWNER RESPONSIBILITIES AND AUTHORITY

- 10.1. **Inspection:** The OWNER, through any authorized representatives, shall have the right, but not the obligation, at all reasonable times to inspect or otherwise evaluate the quality or any other aspect of the Work performed or the safety measures employed in the work being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made by the OWNER on the premises of the CONTRACTOR or a Sub-tier contractor, the CONTRACTOR shall provide, and shall require his Sub-tier contractors to provide, all reasonable facilities and assistance for the safety and convenience of the OWNER representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unnecessarily delay the Work.

ARTICLE 11 - CHANGES AND CLAIMS

- 11.1 **Change Authorizations:** OWNER may unilaterally, by written order of the OWNER's contract administrator, make changes, revisions, additions, or deletions (collectively hereinafter called "changes") in the Work within the general scope of services provided by the CONTRACTOR. If any change causes an increase or decrease in the CONTRACTOR's cost or time for the performance of any part of the Work, whether or not changed by such change authorization, the OWNER shall make an equitable adjustment in the Contract Time and/or Contract Price by Change Order.
- 11.2 **Potential Changes:** CONTRACTOR will, upon knowledge of any potential changes (including actions, in-actions, and written or oral communications) that do not conform to the authorized method of directing changes specified above, notify OWNER within 5 working days of such changes and request written disposition.
- 11.3 **Changes in Writing:** CONTRACTOR will not proceed with any changes unless notified to proceed in writing by the OWNER's contract administrator.

- 11.4 **Changes Mandatory:** Nothing herein will be construed as relieving CONTRACTOR of its obligations to perform the Work, including without limitation, the failure of the parties to agree upon CONTRACTOR entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by changes, such action will not be the basis for a claim based on loss of anticipated profits.
- 11.5 **Claims:** Any claim by CONTRACTOR for an adjustment under this paragraph must be asserted in writing fully supported by factual information to OWNER within 30 days from the date of receipt by CONTRACTOR of the written change authorization from OWNER or within such extension of that 30-day period as OWNER, in its sole discretion, may grant in writing at CONTRACTOR's request prior to expiration of said period.

ARTICLE 12 - WARRANTY AND GUARANTEE

- 12.1 **Responsibility of the CONTRACTOR, Services:** The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all material produced and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct, or revise any errors or deficiencies in the Work or services provided, which are discovered within twelve months of Final Completion of the Work. If such deficiencies are not corrected in a timely manner, the OWNER may, without limitation of its other rights, cause the same to be corrected and deduct or recover such corrective action costs incurred from monies otherwise due or paid to CONTRACTOR. CONTRACTOR shall be liable for any such excess costs and shall reimburse OWNER within 30 days of receipt of invoice. This warranty and corrective action shall be in addition to any warranty or guarantee specified elsewhere in this Agreement and shall not limit the application of any other warranty or remedy available under law.
- 12.2 **Responsibility of CONTRACTOR, Equipment and Supplies:** CONTRACTOR warrants that all goods, supplies, and equipment procured or furnished under this Agreement shall be merchantable, free from defects in material and workmanship, and shall conform to applicable specifications and drawings. If CONTRACTOR is responsible for the design of the product or item according to performance specifications established by the OWNER, CONTRACTOR warrants that all products or items so furnished shall be free from defect in design and shall be fit and sufficient for the purpose intended. OWNER's approval of the design furnished by the CONTRACTOR does not relieve the CONTRACTOR of its obligations under this warranty.

ARTICLE 13 - SUSPENSION AND TERMINATION

- 13.1 **Suspension of Work:** CONTRACTOR will, upon written notice from OWNER's contract administrator, suspend, delay, or interrupt all or a part of the performance of the Work to the extent directed. In such event, CONTRACTOR will resume work upon the suspended activities only upon written notice from OWNER's contract administrator. Where appropriate, an extension of the Contract Time and/or Contract Price will be established as specified in Article 12.

13.2 Termination:

13.2.1 **Termination for Convenience:** All or part of this Agreement may be terminated by OWNER for its convenience. In such event, CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination and reasonable termination expenses as determined in the discretion of OWNER. CONTRACTOR will not be entitled to compensation for profit on services not performed.

13.2.2 Termination for Default:

- (1) OWNER may, by written notice to the CONTRACTOR and the Surety if any, terminate the whole or any part of the Agreement for default in the event that CONTRACTOR fails to perform any of the provisions of this Agreement, or fails to make progress so as to endanger performance of the Agreement in accordance with its terms, or, in the opinion of OWNER, becomes financially or legally incapable of completing the work and does not correct such to OWNER's reasonable satisfaction within a period of 24 hours after receipt of notice from OWNER specifying such failure.
- (2) In the event of termination for default, CONTRACTOR will be entitled to payment for Work satisfactorily completed, but not until completion of the Work and the assessment of all costs associated with its completion or other obligations of CONTRACTOR under this Agreement. If deemed necessary by the OWNER, the OWNER may acquire similar services by contract, complete the work itself, or satisfy the task requirement in any other manner it deems appropriate. The OWNER may take possession of all equipment, materials and supplies at the work site or in storage for the Work, together with such construction equipment, scaffolding, forms and other construction aids on-site required for the prosecution of the Work. CONTRACTOR will be liable for all costs in excess of the Contract Price, including excess re-procurement costs, incurred by the OWNER in completing the Work that was to have been done by the CONTRACTOR under this Agreement, as well as any expenses and damages associated with the default.
- (3) If, after notice of termination for default, it is determined for any reason that CONTRACTOR was not in default or that the default was excusable, the rights and obligations of the Parties will be the same as if the notice of termination had been issued pursuant to termination for convenience.
- (4) Regardless of the cause of termination, the CONTRACTOR shall make an orderly turn over of the terminated Work to the OWNER and provide legible copies of all completed or partially completed work products and instruments of service including, but not limited to, laboratory, field, or other notes, log book pages, inspection reports, technical data, computations, and designs.
- (5) The rights and remedies of OWNER provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or equity or under this Agreement.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 **Dispute Resolution:** If any Party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing Parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:
- a) Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session.
 - b) Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration by a single arbitrator selected by the Parties, or if they are unable to agree, as selected by a Michigan Circuit Judge for the County of Emmet. The arbitration shall be conducted according to the commercial rules and procedures of the American Arbitration Association, or such other rules and procedures as may be specified by the selected arbitrator. Judgment upon the award rendered by the arbitrator may be entered in a Circuit Court of competent jurisdiction.
 - c) Venue. All meetings, hearings, and actions to resolve the dispute shall be in Emmet County.
 - d) Notice. Written notice of a dispute shall be given to the other parties not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, arbitration is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must require the parties to participate in at least one mediation before issuing an award.
- 14.2 **Applicable Law:** In the performance of the Work provided by this Agreement, the CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, and regulations. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Michigan.
- 14.3 **Entire Agreement, Modifications, Headings, Severability:** The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings oral or written between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any provision of this Agreement is later held to violate the law or a regulation, that provision shall be deemed void, and all remaining provisions shall continue in force.

The Agreement becomes effective on the latest date of execution indicated below.

CONTRACTOR:

CITY OF CADILLAC:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

September 16, 2019

Council Communication

Re: New Fire Pumper Bids

The Cadillac Fire Department (CFD) operates a fleet of two fire pumpers (engines) and one ladder tower (ladder truck). Engine 1 is a 1999 Alexis Fire/American La France pumper, and Engine 2 is a 2004 American La France pumper. Expected life span for pumpers is 15-20 years depending on use.

Although Engine 2 is the younger of the two pumpers, it has spent its entire service life as the primary pumper for the CFD. Recently it has spent significant amounts of time out of service due to pump, electrical, and mechanical failures. Finally, the chassis manufacturer, American La France, has been out of business for nearly 10 years. Due to these factors, the CFD has recommended replacing Engine 2 before Engine 1.

CFD initiated a comprehensive fleet assessment to determine the best configuration of fire pumper for the current and future needs of the Community. This assessment considered industry best practices, prior successes, prior lessons learned, and utilized an apparatus consulting firm to assist in writing a thorough fire pumper specification tailored to the City and the department. The invitation to bid was published in August and closed on September 10 after over 30 days. Three responses were received.

Of the three responses, one manufacturer did not place a bid. Pierce Manufacturing and Alexis Fire Equipment both submitted bids. After thoroughly reviewing both bids, the CFD is recommending awarding the bid to Alexis Fire Equipment to build the pumper. Pierce Manufacturing's bid was over \$613,000 while Alexis Fire's bid was the low bid at \$560,606.

Requested Action

It is requested that Council award the contract for a new fire pumper to Alexis Fire Equipment in accordance with their bid. Funds are available in the FY2020 Fire Department budget in the General Fund. The budget appropriation for this purchase is \$600,000.

September 16, 2019

Council Communication

Re: Establishment of a Commercial Rehabilitation and Commercial Redevelopment District in the Cadillac West Area

The City is seeing sizeable redevelopment/investment endeavors in the community commercially, such as the Lake Cadillac Resort property, however until the City establishes a rehabilitation and/or redevelopment district, the City is unable to provide any incentives.

Similar to providing an industrial facilities tax abatement, which is a partial abatement of property taxes that has been previously used often to incentivize industrial development and/or redevelopment, qualifying commercial properties located in a Commercial Rehabilitation and/or Commercial Redevelopment District may apply for a partial abatement of their property taxes. The most significant difference between the two programs is regarding eligibility- projects that already started are only eligible for the Commercial Rehabilitation incentive.

The process for establishing the districts, and the specific details of their incentives are outlined on the following Michigan Economic Development Corporation's informational sheets. Initiation of the process this evening will set into motion the establishment of the districts for the Cadillac West Area. Due to noticing requirements and the vast number of properties located in the City's Downtown Area, additional time is necessary to develop the proper documentation to start the process of establishing the districts downtown; however, it is anticipated that the request to overlay both incentives will be back possibly next month. As a side note, the Cadillac Lofts development does sit within a Commercial Redevelopment District that was created around that specific property only, which is why the noticing requirements were limited to only the singular property owner and therefore was not as intensive to create the documentation establishing the district.

Recommended Action

Adopt the resolutions regarding the intent to designate a Commercial Rehabilitation and Redevelopment District and set the public hearings for October 7, 2019.

COMMERCIAL REHABILITATION ACT

Public Act 210 of 2005, as amended, encourages the rehabilitation of commercial property by abating the property taxes generated from new investment for a period up to 10 years. As defined, commercial property is a qualified facility that includes a building or group of contiguous buildings of commercial property that is 15 years or older, of which the primary purpose is the operation of a commercial business enterprise or multifamily residential use. A qualified facility may also include vacant property or other commercial property which, within the immediately preceding 15 years, was commercial property. Types of commercial business enterprises include office, engineering, research and development, warehousing, parts distribution, retail sales, and other commercial activities. Multi-family residential is housing that consists of five or more units. Commercial properties allocated new market tax credits are also considered a qualified facility.

Qualified retail food establishments are considered a qualified facility for purposes of granting the tax abatement. These establishments include a retail supermarket, grocery store, produce market, or delicatessen that offer unprocessed USDA-inspected meat and poultry products or meat products that carry the USDA organic seal, fresh fruits and vegetables, and dairy products for sale to the public. The qualified retail food establishment must be located in a “core community” as defined in the Obsolete Property Rehabilitation Act (PA 146 of 2000) or in an area designated as rural as defined by the United States Census Bureau and is located in an underserved area.

Commercial property does not include property that is to be used as a professional sports stadium or a casino. Land and personal property are not eligible for abatement under this act.

Note: This document is offered as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

“Qualified local government units” mean any city, village or township.

WHAT IS REHABILITATION?

Rehabilitation is defined as changes to qualified facilities that are required to restore or modify the property, together with all appurtenances, to an economically efficient condition. The new investment in the rehabbed property must result in improvements aggregating to more than 10 percent of

the true cash value of the property at commencement of the rehabilitation of the qualified facility. Rehabilitation includes the following: improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes required to restore or change the property to an economically efficient condition.

Rehabilitation also includes new construction on vacant property from which a previous structure has been demolished and if the new construction is an economic benefit to the local community as determined by the qualified local governmental unit.

Rehabilitation for a qualified retail food establishment also includes new construction.

WHAT IS THE PROCESS?

Before the Commercial Rehabilitation Exemption Certificate (i.e., property tax abatement) can be granted to the commercial property owner, the city, village or township by resolution of its legislative body, must establish a Commercial Rehabilitation District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 50 percent of all taxable value of the property in the proposed district. The district must be at least three acres in size unless it is located in a downtown or business area or contains a qualified retail food establishment.

The city, village or township must hold a hearing to establish a Commercial Rehabilitation District. Notification of the hearing must be given to the county board of commissioners and all real property owners in the proposed district.

After the hearing is held and the local unit of government determines the district meets the requirements of the act, a copy of the resolution adopting the district shall be provided to the county where the district is established. Within 28 days, the county may accept or reject the establishment of the district. In a county with a county executive, the executive can write a letter rejecting the establishment of the district. In all other counties, the county board of commissioners can pass a resolution rejecting the establishment of the district.

Once the district is established, the property owners may file an application with the local clerk for a commercial rehabilitation exemption certificate. Applications are available from the Michigan Department of Treasury. The local clerk shall provide written notification to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes of the application hearing. The city, village or township has 60 days after receipt of the application to either approve or disapprove the application. If denied, a reason must be given in the resolution. The assessor and applicant shall be sent a copy of the unapproved resolution by certified mail. If approved, the application and resolution must be sent to the State Tax Commission, which will certify or deny the application within 60 days. A resolution is not effective unless approved by the State Tax Commission.

COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE

Upon approval by the State Tax Commission, a commercial rehabilitation certificate is issued. The property owner must pay a Commercial Rehabilitation Tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 10 years. Certificates initially issued for less than 10 years may be extended, but shall not exceed 10 years. The criteria for extensions must be included in the resolution approving the abatement.

The Commercial Rehabilitation Tax freezes the taxable value of the building and exempts the new investment from local taxes. The school operating tax and the State Education Tax (SET) are still levied on the new investment. Land and personal property cannot be abated under this act.

DISCUSSION

In addition to the Commercial Rehabilitation Act (PA 210 of 2005), several other property tax abatements are available for the rehabilitation of commercial property in Michigan, including the Commercial Redevelopment Act (PA 255 of 1978) and the Obsolete Property Rehabilitation Act (PA 146 of 2000). Each act has unique eligibility requirements, processes, and lengths and terms of the abatement. Please refer to the Michigan Economic Development Corporation (MEDC) fact sheet for more information on each program and consult the authorizing statute to determine the best fit for your project needs.

SUPPORTING STATUTE

[Public Act 210 of 2005: Commercial Rehabilitation Act](#)

CONTACT INFORMATION

For more information on the Commercial Rehabilitation Act, contact the [Community Assistance Team \(CAT\) specialist](#) assigned to your territory or visit www.miplace.org.

COMMERCIAL REDEVELOPMENT ACT

Public Act 255 of 1978, as amended, encourages the replacement, restoration and new construction of commercial property by abating the property taxes generated from new investment for a period up to 12 years. As defined, commercial property means land improvements whether completed or in the process of construction, the primary purpose and use of which is the operation of a commercial business enterprise, including office, engineering, research and development, warehousing parts distribution, retail sales, hotel or motel development, and other commercial facilities. Mixed-use developments maybe eligible, but the abatement will only apply to the commercial portion of the property. Land and personal property are not eligible for abatement under this act.

Note: This document should be used as a general guide only and the legislation should be reviewed by local officials.

WHO IS ELIGIBLE?

“Local governmental unit” means a city or village.

WHAT IS A REPLACEMENT, NEW AND RESTORED FACILITY?

“Replacement facility” means commercial property to be acquired, constructed, altered, or installed for the purpose of being substituted for obsolete commercial property. Property impaired due to changes in design, construction, technology, or improved production processes, or damage due to fire, natural disaster, or general neglect shall be considered obsolete. All other new commercial property is considered a “new facility.” For purposes of granting the tax abatement, the replacement or new facility must meet all of the following conditions:

1. Is located on property that is zoned to allow for mixed-use, including high-density residential.
2. Is located in a qualified downtown revitalization district as defined in section two of the Neighborhood Enterprise Zone Act (PA 147 of 1992). This requires either being located in a Downtown Development Authority (PA 197 of 1975), a Principal Shopping District or Business Improvement District (PA 120 of 1961) or an area that is zoned and primarily used for business as determined by the local government unit.
3. The city or village establishes and implements an expedited local permitting and inspection process in the Commercial Redevelopment District. In addition, by resolution provides for the walkable non-motorized interconnections, including sidewalks and streetscapes throughout the Commercial Redevelopment District.

A “restored facility” means changes to obsolete commercial property as may be required to restore the property to an economically efficient condition. Restoration must result in improvements aggregating to more than 10 percent of the true cash value of the property at commencement of the restoration. Restoration includes major renovation including, but not limited to, the improvement of floor loads, correction of deficient or excessive height, new or improved fixed building equipment, including heating, ventilation, and lighting, reducing multistory facilities to one or two stories, improved structural support including foundations, improved roof structure and cover, floor replacement, improved wall placement, improved exterior and interior appearance of buildings, and other physical changes.

WHAT IS THE PROCESS?

Before the commercial redevelopment exemption certificate (i.e., property tax abatement) can be granted for the facility, the city or village, by resolution of its legislative body, must establish a Commercial Redevelopment District. The establishment of the district may be initiated by the local government unit or by owners of property comprising 75 percent of state equalized value of the property in the proposed district. At the time of the resolution’s adoption, property within the district must meet one of the following:

1. Obsolete commercial property or cleared or vacant land and part of an existing developed commercial or industrial zone. The property must have been zoned commercial or industrial before June 21, 1975, and characterized by obsolete commercial property and a decline in commercial activity.
2. Land cleared as a result of fire damage, or cleared as blighted area under Blighted Area Rehabilitation Act (PA 344 of 1945).
3. Cleared or vacant land included in a redevelopment plan adopted by the Downtown Development Authority (PA 197 of 1975) or Principal Shopping District or a Business Improvement District (PA 120 of 1961).

To establish the Commercial Redevelopment District, the city or village must first hold a hearing to establish a Commercial Rehabilitation District and determine in the resolution the district meets the requirements of the act. Once the district is established, the property owners may file an application with the local clerk for a commercial facilities exemption certificate. Applications are available from the Michigan Department of Treasury. Before acting on the application, the city or village

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

shall hold a public hearing on the application and not more than 60 days after receipt of the application either approved or disapproved by resolution. The local clerk shall provide written notification of the application hearing to the assessor of the local unit of government and each taxing jurisdiction that levies ad valorem property taxes. If approved, the application and resolution must be sent to the State Tax Commission for filing purposes.

COMMERCIAL FACILITIES EXEMPTION CERTIFICATE

The property owner must pay a commercial facilities tax rather than the normal property tax. The certificate must be issued for a period of at least one year, but cannot exceed 12 years. Certificates initially issued for less than 12 years may be extended based upon factors placed in writing at the time the certificate is approved, but shall not exceed 12 years.

DETERMINING COMMERCIAL FACILITIES TAX RATE

For a restored facility: The commercial facilities tax freezes the taxable value of the building at its value prior to restoration, therefore exempting the new investment from local taxes for a period not to exceed 12 years. The school operating tax and the State Education Tax (SET) are also frozen. Land and personal property cannot be abated under this act.

For a new or replacement facility: The commercial facilities tax provides a 50 percent reduction in the number of mills levied as ad valorem taxes, excluding only the State Education Tax (SET). Land and personal property cannot be abated under this Act.

Within 60 days after the granting of a new Commercial Facilities Exemption Certificate, the state treasurer may exempt 50 percent of the SET mills for a period not to exceed six years. The state treasurer will not grant more than 25 of these SET exclusions each year.

DISCUSSION

In addition to the Commercial Redevelopment Act (PA 255 of 1978), several other property tax abatements are available for the rehabilitation of commercial property in Michigan, including the Commercial Rehabilitation Act (PA 210 of 2005) and the Obsolete Property Rehabilitation Act (PA 146 of 2000). Each act has unique eligibility requirements, processes, and lengths and terms of the abatement. Please refer to the Michigan Economic Development Corporation (MEDC) fact sheet for more information on each program and consult the authorizing statute to determine the best fit for your project needs.

SUPPORTING STATUTE

[Public Act 255 of 1978: Commercial Redevelopment Act](#)

CONTACT INFORMATION

For more information on the Commercial Redevelopment Act, please contact the [Community Assistance Team \(CAT\) specialist](#) assigned to your territory or visit www.miplace.org.

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
Tiyi Schippers
Robert J. Engels
Stephen King

RESOLUTION NO. _____

**RESOLUTION REGARDING INTENT TO DESIGNATE A COMMERCIAL REHABILITATION
DISTRICT; NOTICE OF PUBLIC HEARING**

(CADILLAC WEST COMMERCIAL REHABILITATION DISTRICT NO. 1)

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, on the 16th day of September, 2019, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, Section 3 of Act 210 of the Public Acts of Michigan of 2005, as amended ("Act 210"), provides that the City Council may, on its own initiative, designate one or more commercial rehabilitation districts within the City; and

WHEREAS, the City wishes to adopt a resolution designating the property described on **Exhibit A** as the Cadillac West Commercial Rehabilitation District No. 1; and

WHEREAS, there exists a need for the Cadillac West Commercial Rehabilitation District No. 1 in the City; and

WHEREAS, the establishment of a Cadillac West Commercial Rehabilitation District No. 1 is consistent with the City's master plan and the economic development goals of the

City; and

WHEREAS, there exists one or more "Qualified Facilities", as that term is defined in Section 2 of Act 210, within the proposed district; and

WHEREAS, the public health, safety and welfare will be served by designating a commercial rehabilitation district in the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council wishes to designate a commercial rehabilitation district under Act 210 known as the "Cadillac West Commercial Rehabilitation District No. 1" (the "CRHD") consisting of certain parcels of land, the descriptions of which are set forth in the attached **Exhibit A**, and which descriptions are incorporated by reference.

2. The City tentatively proposes that the CRHD remain in effect for a period of up to ten (10) years, or the maximum permitted under Act 210, whichever is greater.

3. The City Council shall hold a public hearing at a meeting of the City Council at 6:00 p.m. on October 7, 2019 at the City Hall in the City at which any owner of real property within the proposed CRHD, any other resident or taxpayer of the City, and any other interested parties (including taxing authorities), may appear and be heard.

4. The City Clerk shall cause to be published a notice of public hearing in a newspaper of general circulation within the City at least one time prior to the public hearing. The publication shall be at least 10 days prior to the time set for the public hearing, and a proof of publication of such notice shall be filed with the City Clerk.

5. The City Clerk, not less than 10 days prior to the public hearing, shall give the owners of all real property within the proposed CRHD written notice by certified mail of the public hearing. At least 10 days before the public hearing on October 7, 2019 and before the City adopts a resolution designating the CRHD, the notice of public hearing shall

also be provided to the City Assessor and to the governing body of each taxing unit that levies ad valorem property taxes within the proposed CRHD.

6. The form of the notice of hearing to be mailed and published shall be substantially as set forth in **Exhibit B**, with such modifications as are deemed necessary by the City Manager to ensure that notice is provided to property owners within the proposed CRHD and to other interested parties.

7. All actions heretofore taken by City officials, employees, and agents with respect to the proposed CRHD and proceedings under Act 210 are hereby ratified and confirmed.

8. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, the undersigned, the duly qualified and acting City Clerk of the City of Cadillac, Wexford County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the 16th day of September, 2019, at 6:00 p.m.

Sandra Wasson, City Clerk

EXHIBIT A

**CITY OF CADILLAC
COUNTY OF WEXFORD, MICHIGAN**

**DESCRIPTION OF LAND TO BE INCLUDED WITHIN PROPOSED
CADILLAC WEST COMMERCIAL REHABILITATION DISTRICT NO. 1**

DISTRICT BOUNDARY

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART OF GOVERNMENT LOT 4 OF SECTION 6, T21N, R9W, LYING EASTERLY OF THE EASTERLY LINE OF STATE HIGHWAY M-115 AND WESTERLY OF A LINE BEING 500 FEET EASTERLY OF THE EAST LINE OF SAID HIGHWAY M-115, AND SOUTHERLY OF THE CITY LIMITS OF THE CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN.

AND

THAT PART OF GOVERNMENTS LOTS 3 AND 4 OF SECTION 7, T21N, R9W, LYING EASTERLY OF THE EASTERLY LINE OF STATE HIGHWAY M-115 AND WESTERLY OF A LINE BEING 500 FEET EASTERLY OF THE EAST LINE OF SAID HIGHWAY M-115, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN.

AND

THAT PART OF GOVERNMENTS LOTS 3 AND 4 OF SECTION 7, T21N, R9W, LYING WESTERLY AND SOUTHERLY OF THE WEST LINE OF STATE HIGHWAY M-115 AND SOUTHERLY OF THE SOUTH LINE OF STATE HIGHWAY M-55 AND NORTHERLY OF A LINE BEING 500 FEET WESTERLY AND 500 SOUTHERLY OF THE WEST LINE OF SAID HIGHWAY M-115 AND THE SOUTHERLY LINE OF SAID HIGHWAY M-55, CITY OF CADILLAC, WEXFORD.

AND

THAT PART OF GOVERNMENTS LOTS 3 OF SECTION 7, T21N, R9W, LYING WESTERLY OF THE WEST LINE OF STATE HIGHWAY M-115 AND NORTHERLY OF THE NORTH LINE OF STATE HIGHWAY M-55, CITY OF CADILLAC, WEXFORD.

AND

THAT PART OF GOVERNMENT LOT 4 OF SECTION 6, T21N, R9W, LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY M-115, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN.

EXHIBIT B

**CITY OF CADILLAC
COUNTY OF WEXFORD, MICHIGAN**

NOTICE OF PUBLIC HEARING

CADILLAC WEST COMMERCIAL REHABILITATION DISTRICT NO. 1

NOTICE IS HEREBY GIVEN that the City Council of the City of Cadillac, Wexford County, Michigan, wishes to designate a Cadillac West Commercial Rehabilitation District No. 1 (the "CRHD"), pursuant to Act 210 of the Public Acts of Michigan of 2005, as amended.

The City Council has tentatively determined that the following described parcels shall be included within the CRHD: see attached Table.

TAKE NOTICE that the City Council of the City of Cadillac will hold a public hearing at a meeting of the City Council on October 7, 2019 at 6:00 p.m., at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, to hear and consider any objections to the proposed CRHD and all other matters relating to the CRHD. Any owners within the proposed CRHD and any other resident or taxpayer in the City, or other interested party, may appear and be heard at the public hearing.

All interested persons may attend and participate. Persons with disabilities needing assistance to participate may call the City of Cadillac office at (231) 775-0181. A reasonable advance notice is necessary for accommodation.

This Notice was authorized by the City Council of the City of Cadillac.

Sandra Wasson, City Clerk
City of Cadillac
200 North Lake Street
Cadillac, MI 49601
(231) 775-0181

Parcel Number	Owner	Address		Owner Address	City	State	Zip
10-042-00-001-00	HOFFMAN, CLARENCE & BETTY TRUST	0	SUNSET AV	396 DAVENPORT LANE	CADILLAC	MI	49601
10-042-00-002-00	FELIX FAMILY TRUST	392 S	LAKE MITCHELL DR	5590 STONY VIEW DR NE	BELMONT	MI	49306
10-042-00-003-00	DUNHAM, BRENDA J	0 E	M-55 HWY	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-003-01	DUNHAM, BRENDA J	0	BETWEEN M-55 & LAKE ST.	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-004-00	DUNHAM, BRENDA J	0 E	M-55 HWY	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-005-01	VOS, RICHARD L & KRISTIE L	290 E	LAKE MITCHELL DR	14824 24TH AVE	MARNE	MI	49435
10-042-00-006-01	KLEIN, LARRY L.	294 E	LAKE MITCHELL DR	3217 E. WINTERGREEN DR	SAGINAW	MI	48603
10-042-00-007-00	HERMANSON, JEFFREY M & JOSEPHINE A	298 E	LAKE MITCHELL DR	298 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-042-00-008-00	HALL, KEVIN	308 E	LAKE MITCHELL DR	111 OHIO AVE	CADILLAC	MI	49601
10-081-00-001-00	KNAISEL, SUSAN L TRUST	181 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-103-00-003-00	MICHIGAN DEPT OF	6087 E	M-115 HWY	GRANTS ADMINISTRATION	LANSING	MI	48909-8235
10-103-00-004-00	CADILLAC DEVELOPMENT CORP	6083 E	M-115 HWY	PO BOX 246	CADILLAC	MI	49601
10-103-00-004-01	CADILLAC WEST DEVELOPMENT GROUP	6001 E	M-115 HWY	6001 E M-115	CADILLAC	MI	49601
10-103-00-004-02	LAKE CADILLAC HOSPITALITY, INC	6001 E	M-115 HWY	5900 M-115	CADILLAC	MI	49601
10-103-00-004-03	CADILLAC WEST DEVELOPMENT GROUP	6001 E	M-115 HWY	6001 E M-115	CADILLAC	MI	49601
10-103-00-005-00	CITY OF CADILLAC	0	NORTH BLVD	200 N LAKE STREET	CADILLAC	MI	49601
10-103-00-006-00	MI DEPT OF NATURAL RESOU	6093 E	M-115 HWY	MITCHELL STATE PARK	CADILLAC	MI	49601
10-104-00-001-00	BLACKMER HOLDINGS-CADILLAC LLC	0 W	M-55 HWY	PO BOX 961	JENISON	MI	49429-8961
10-104-00-003-00	BURKE, LARRY & MARY	2403	SUNNYSIDE DR	2403 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-004-00	BURKE, LARRY & MARY	0	SUNNYSIDE DR	2403 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-005-00	PRACHI HOSPITALITY, LLC	2501	SUNNYSIDE DR	2501 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-007-00	FAGERMAN, WILLA W TRUSTE	0	SUNNYSIDE DR	1434 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-009-00	ERICKSON, CHRISTOPHER	2601	SUNNYSIDE DR	2601 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-010-01	GRETZINGER, JOSEPH S	2605	SUNNYSIDE DR	2605 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-013-00	PATTERSON, DIANE J	2701	SUNNYSIDE DR	2701 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-014-00	GARLETS, NATHAN & LARENE M	2705	SUNNYSIDE DR	2705 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-016-00	BAPA MOTEL INC	0 E	M-55 HWY	6080 E M-55 HWY	CADILLAC	MI	49601
10-104-00-017-00	CZEKAI, CHRISTOPHER A. &	2713	SUNNYSIDE DR	2713 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-018-00	SCHMIDT LAND COMPANY	0	SUNNYSIDE DR	402 FRONT STREET	TRAVERSE CITY	MI	49685
10-104-00-019-00	SCHMIDT LAND COMPANY	2721	SUNNYSIDE DR	402 FRONT STREET	TRAVERSE CITY	MI	49685
10-104-00-020-00	BAPA MOTEL INC	6080 E	M-55 HWY	6080 E M-55 HWY	CADILLAC	MI	49601
10-104-00-022-00	RICKS CARWASH INC	2811	SUNNYSIDE DR	19829 HOXYVILLE RD	WELLSTON	MI	49689
10-104-00-024-00	BUISCH & O'NEILL, LLC	2604	SUNNYSIDE DR	2604 SUNNYSIDE DR	CADILLAC	MI	49601

10-104-00-026-00	HOST, JOSEPH E	6240 E	M-115 HWY	6240 E M-115 HWY	CADILLAC	MI	49601
10-104-00-029-00	BLARNEY CASTLE, INC	2704	SUNNYSIDE DR	12218 WEST STREET	BEAR LAKE	MI	49614
10-104-00-031-00	BLARNEY CASTLE INC	2716	SUNNYSIDE DR	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-033-00	BLARNEY CASTLE INC	2718	SUNNYSIDE DR	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-035-00	SCHAFER, SHIRLEY ET AL	2722	SUNNYSIDE DR	1202 S LAKE MITCHELL DRI	CADILLAC	MI	49601
10-104-00-039-00	BLARNEY CASTLE INC	6224 E	M-115 HWY	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-041-00	MI DEPT OF TRANSPORTATIO	0 W	M-55 & M-115 HWY	P O BOX 30050	LANSING	MI	48909
10-104-00-044-00	THREE BROKE DUDES LLC	6184 E	M-115 HWY	3867 WINDWOOD DR NE	ROCKFORD	MI	49341
10-104-00-046-00	JONES, GINA L	2816	SUNNYSIDE DR	2385 S 30TH AVE	SEARS	MI	49679
10-104-00-046-01	MYERS, RANDALL E & DEBORAH L	2814	SUNNYSIDE DR	108 SHORE LN	CADILLAC	MI	49601
10-104-00-047-00	THOMPSON, JOSEPH P	2820	SUNNYSIDE DR	4765 FOREST RIDGE DR	CADILLAC	MI	49601
10-104-00-048-00	KRISHNA CADILLAC INC	301 S	LAKE MITCHELL DR	301 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-052-00	HALLHK, LLC	301 S	LAKE MITCHELL DR	111 OHIO AVE	CADILLAC	MI	49601
10-104-00-054-00	KNAISEL, SUSAN L TRUST	217 S	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-055-00	WALRAVEN, WILLIAM J SR & MARLENE N	6120 E	M-115 HWY	PO BOX 797	HARRISON	MI	48625
10-104-00-056-00	KNAISEL, SUSAN L TRUST	209 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-057-00	KNAISEL, SUSAN L TRUST	197 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-058-00	KNAISEL, SUSAN L TRUST	199 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-059-00	KNAISEL, SUSAN L TRUST	0	LAKESHORE DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-061-00	A & H INVESTMENTS	6101 E	M-115 HWY	109 E BROADWAY	MT PLEASANT	MI	48858
10-104-00-065-00	DEDARI LLC	6121 E	M-115 HWY	9833 RAMSDELL DR NE	ROCKFORD	MI	49341
10-104-00-067-00	MICHIGAN DEPT OF	0 E	M-115 HWY	GRANTS ADMINISTRATION	LANSING	MI	48909-8235
10-104-00-069-00	VOLLMAR, GERALD LEE & NANCY JEAN	162	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-071-00	VOLMAR RENTALS LLC	158	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-073-00	VOLMAR RENTALS LLC	154	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-075-00	CONSUMERS ENERGY	0 E	M-115 HWY	ONE ENERGY PLAZA	JACKSON	MI	49201-9938
10-104-00-077-00	PETERSON SERVICES INC	6183 E	M-115 HWY	9550 E 50 MILE ROAD	CADILLAC	MI	49601
10-104-00-079-00	KULHAVI BLACKMER MCCULLOUGH LLC	0 E	M-115 HWY	100 E CHAPIN ST STE B	CADILLAC	MI	49601
10-104-00-079-01	MCDONALD'S CORPORATION	6231 E	M-115 HWY	PO BOX 589	TRAVERSE CITY	MI	49685
10-104-00-081-00	KULHAVI BLACKMER MCCULLOUGH LLC	6319 E	M-115 HWY	100 E CHAPIN ST STE B	CADILLAC	MI	49601
10-104-00-085-00	KULHAVI BLACKMER MCCULLOUGH LLC	2404	SUNNYSIDE DR	100 E CHAPIN ST	CADILLAC	MI	49601
10-104-00-085-01	PRIMOS HOLDINGS LLC	2420	SUNNYSIDE DR	2420 SUNNYSIDE DR	CADILLAC	MI	49601

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
Tiyi Schippers
Robert J. Engels
Stephen King

RESOLUTION NO. _____

**RESOLUTION REGARDING INTENT TO DESIGNATE A COMMERCIAL REDEVELOPMENT
DISTRICT; NOTICE OF PUBLIC HEARING**

(CADILLAC WEST COMMERCIAL REDEVELOPMENT DISTRICT NO. 1)

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan,
held at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, on the 16th day of
September, 2019, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by
_____.

WHEREAS, Section 5 of Act 255 of the Public Acts of Michigan of 1978, as amended
("Act 255"), provides that the City Council may, on its own initiative, designate one or more
commercial redevelopment districts within the City; and

WHEREAS, the City wishes to adopt a resolution designating the property described
on **Exhibit A** as the Cadillac West Commercial Redevelopment District No. 1; and

WHEREAS, there exists a need for the Cadillac West Commercial Redevelopment
District No. 1 in the City; and

WHEREAS, the establishment of a Cadillac West Commercial Redevelopment
District No. 1 is consistent with the City's master plan and the economic development goals

of the City; and

WHEREAS, the public health, safety and welfare will be served by designating a commercial redevelopment district in the City.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The City Council wishes to designate a commercial redevelopment district under Act 255 known as the “Cadillac West Commercial Redevelopment District No. 1” (the “CRD”) consisting of certain parcels of land, the descriptions of which are set forth in the attached **Exhibit A**, and which descriptions are incorporated by reference.

2. The City tentatively proposes that the CRD remain in effect for a period of up to twelve (12) years, or the maximum permitted under the Act, whichever is greater.

3. The City Council shall hold a public hearing at a meeting of the City Council at 6:00 p.m. on October 7, 2019 at the City Hall in the City at which any owner of real property within the proposed CRD, any other resident or taxpayer of the City, and any other interested parties (including taxing authorities), may appear and be heard.

4. The City Clerk shall cause to be published a notice of public hearing in a newspaper of general circulation within the City at least one time prior to the public hearing. The publication shall be at least 10 days prior to the time set for the public hearing, and a proof of publication of such notice shall be filed with the City Clerk.

5. The City Clerk, not less than 10 days prior to the public hearing, shall give the owners of all real property within the proposed CRD written notice by certified mail of the public hearing. At least 10 days before the public hearing on October 7, 2019 and before the City adopts a resolution designating the CRD, the notice of public hearing shall also be provided to the City Assessor and to the governing body of each taxing unit that levies ad valorem property taxes within the proposed CRD.

6. The form of the notice of hearing to be mailed and published shall be substantially as set forth in **Exhibit B**, with such modifications as are deemed necessary by the City Manager to ensure that notice is provided to property owners within the proposed CRD and to other interested parties.

7. All actions heretofore taken by City officials, employees, and agents with respect to the proposed CRD and proceedings under Act 255 are hereby ratified and confirmed.

8. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

YEAS: _____

NAYS: _____

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, the undersigned, the duly qualified and acting City Clerk of the City of Cadillac, Wexford County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the 16th day of September, 2019, at 6:00 p.m.

Sandra Wasson, City Clerk

EXHIBIT A

**CITY OF CADILLAC
COUNTY OF WEXFORD, MICHIGAN**

**DESCRIPTION OF LAND TO BE INCLUDED WITHIN PROPOSED
CADILLAC WEST COMMERCIAL REDEVELOPMENT DISTRICT NO. 1**

DISTRICT BOUNDARY

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PART OF GOVERNMENT LOT 4 OF SECTION 6, T21N, R9W, LYING EASTERLY OF THE EASTERLY LINE OF STATE HIGHWAY M-115 AND WESTERLY OF A LINE BEING 500 FEET EASTERLY OF THE EAST LINE OF SAID HIGHWAY M-115, AND SOUTHERLY OF THE CITY LIMITS OF THE CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN.

AND

THAT PART OF GOVERNMENTS LOTS 3 AND 4 OF SECTION 7, T21N, R9W, LYING EASTERLY OF THE EASTERLY LINE OF STATE HIGHWAY M-115 AND WESTERLY OF A LINE BEING 500 FEET EASTERLY OF THE EAST LINE OF SAID HIGHWAY M-115, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN.

AND

THAT PART OF GOVERNMENTS LOTS 3 AND 4 OF SECTION 7, T21N, R9W, LYING WESTERLY AND SOUTHERLY OF THE WEST LINE OF STATE HIGHWAY M-115 AND SOUTHERLY OF THE SOUTH LINE OF STATE HIGHWAY M-55 AND NORTHERLY OF A LINE BEING 500 FEET WESTERLY AND 500 SOUTHERLY OF THE WEST LINE OF SAID HIGHWAY M-115 AND THE SOUTHERLY LINE OF SAID HIGHWAY M-55, CITY OF CADILLAC, WEXFORD.

AND

THAT PART OF GOVERNMENTS LOTS 3 OF SECTION 7, T21N, R9W, LYING WESTERLY OF THE WEST LINE OF STATE HIGHWAY M-115 AND NORTHERLY OF THE NORTH LINE OF STATE HIGHWAY M-55, CITY OF CADILLAC, WEXFORD.

AND

THAT PART OF GOVERNMENT LOT 4 OF SECTION 6, T21N, R9W, LYING WESTERLY OF THE WESTERLY LINE OF STATE HIGHWAY M-115, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN

**EXHIBIT B
CITY OF CADILLAC
COUNTY OF WEXFORD, MICHIGAN**

NOTICE OF PUBLIC HEARING

CADILLAC WEST COMMERCIAL REDEVELOPMENT DISTRICT NO. 1

NOTICE IS HEREBY GIVEN that the City Council of the City of Cadillac, Wexford County, Michigan, wishes to designate a Cadillac West Commercial Redevelopment District No. 1 (the "CRD"), pursuant to Act 255 of the Public Acts of Michigan of 1978, as amended.

The City Council has tentatively determined that the following described parcels shall be included within the CRD: see attached Table.

TAKE NOTICE that the City Council of the City of Cadillac will hold a public hearing at a meeting of the City Council on October 7, 2019 at 6:00 p.m., at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, to hear and consider any objections to the proposed CRD and all other matters relating to the CRD. Any owners within the proposed CRD and any other resident or taxpayer in the City, or other interested party, may appear and be heard at the public hearing.

All interested persons may attend and participate. Persons with disabilities needing assistance to participate may call the City of Cadillac office at (231) 775-0181. A reasonable advance notice is necessary for accommodation.

This Notice was authorized by the City Council of the City of Cadillac.

Sandra Wasson, City Clerk
City of Cadillac
200 North Lake Street
Cadillac, MI 49601
(231) 775-0181

Parcel Number	Owner	Address		Owner Address	City	State	Zip
10-042-00-001-00	HOFFMAN, CLARENCE & BETTY TRUST	0	SUNSET AV	396 DAVENPORT LANE	CADILLAC	MI	49601
10-042-00-002-00	FELIX FAMILY TRUST	392 S	LAKE MITCHELL DR	5590 STONY VIEW DR NE	BELMONT	MI	49306
10-042-00-003-00	DUNHAM, BRENDA J	0 E	M-55 HWY	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-003-01	DUNHAM, BRENDA J	0	BETWEEN M-55 & LAKE ST.	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-004-00	DUNHAM, BRENDA J	0 E	M-55 HWY	7225 TIMBERLANE	CHEBOYGAN	MI	49721
10-042-00-005-01	VOS, RICHARD L & KRISTIE L	290 E	LAKE MITCHELL DR	14824 24TH AVE	MARNE	MI	49435
10-042-00-006-01	KLEIN, LARRY L.	294 E	LAKE MITCHELL DR	3217 E. WINTERGREEN DR	SAGINAW	MI	48603
10-042-00-007-00	HERMANSON, JEFFREY M & JOSEPHINE A	298 E	LAKE MITCHELL DR	298 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-042-00-008-00	HALL, KEVIN	308 E	LAKE MITCHELL DR	111 OHIO AVE	CADILLAC	MI	49601
10-081-00-001-00	KNAISEL, SUSAN L TRUST	181 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-103-00-003-00	MICHIGAN DEPT OF	6087 E	M-115 HWY	GRANTS ADMINISTRATION	LANSING	MI	48909-8235
10-103-00-004-00	CADILLAC DEVELOPMENT CORP	6083 E	M-115 HWY	PO BOX 246	CADILLAC	MI	49601
10-103-00-004-01	CADILLAC WEST DEVELOPMENT GROUP	6001 E	M-115 HWY	6001 E M-115	CADILLAC	MI	49601
10-103-00-004-02	LAKE CADILLAC HOSPITALITY, INC	6001 E	M-115 HWY	5900 M-115	CADILLAC	MI	49601
10-103-00-004-03	CADILLAC WEST DEVELOPMENT GROUP	6001 E	M-115 HWY	6001 E M-115	CADILLAC	MI	49601
10-103-00-005-00	CITY OF CADILLAC	0	NORTH BLVD	200 N LAKE STREET	CADILLAC	MI	49601
10-103-00-006-00	MI DEPT OF NATURAL RESOU	6093 E	M-115 HWY	MITCHELL STATE PARK	CADILLAC	MI	49601
10-104-00-001-00	BLACKMER HOLDINGS-CADILLAC LLC	0 W	M-55 HWY	PO BOX 961	JENISON	MI	49429-8961
10-104-00-003-00	BURKE, LARRY & MARY	2403	SUNNYSIDE DR	2403 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-004-00	BURKE, LARRY & MARY	0	SUNNYSIDE DR	2403 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-005-00	PRACHI HOSPITALITY, LLC	2501	SUNNYSIDE DR	2501 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-007-00	FAGERMAN, WILLA W TRUSTE	0	SUNNYSIDE DR	1434 SUNNYSIDE DRIVE	CADILLAC	MI	49601
10-104-00-009-00	ERICKSON, CHRISTOPHER	2601	SUNNYSIDE DR	2601 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-010-01	GRETZINGER, JOSEPH S	2605	SUNNYSIDE DR	2605 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-013-00	PATTERSON, DIANE J	2701	SUNNYSIDE DR	2701 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-014-00	GARLETS, NATHAN & LARENE M	2705	SUNNYSIDE DR	2705 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-016-00	BAPA MOTEL INC	0 E	M-55 HWY	6080 E M-55 HWY	CADILLAC	MI	49601
10-104-00-017-00	CZEKAI, CHRISTOPHER A. &	2713	SUNNYSIDE DR	2713 SUNNYSIDE DR	CADILLAC	MI	49601
10-104-00-018-00	SCHMIDT LAND COMPANY	0	SUNNYSIDE DR	402 FRONT STREET	TRAVERSE CITY	MI	49685
10-104-00-019-00	SCHMIDT LAND COMPANY	2721	SUNNYSIDE DR	402 FRONT STREET	TRAVERSE CITY	MI	49685
10-104-00-020-00	BAPA MOTEL INC	6080 E	M-55 HWY	6080 E M-55 HWY	CADILLAC	MI	49601
10-104-00-022-00	RICKS CARWASH INC	2811	SUNNYSIDE DR	19829 HOXYVILLE RD	WELLSTON	MI	49689
10-104-00-024-00	BUISCH & O'NEILL, LLC	2604	SUNNYSIDE DR	2604 SUNNYSIDE DR	CADILLAC	MI	49601

10-104-00-026-00	HOST, JOSEPH E	6240 E	M-115 HWY	6240 E M-115 HWY	CADILLAC	MI	49601
10-104-00-029-00	BLARNEY CASTLE, INC	2704	SUNNYSIDE DR	12218 WEST STREET	BEAR LAKE	MI	49614
10-104-00-031-00	BLARNEY CASTLE INC	2716	SUNNYSIDE DR	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-033-00	BLARNEY CASTLE INC	2718	SUNNYSIDE DR	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-035-00	SCHAFER, SHIRLEY ET AL	2722	SUNNYSIDE DR	1202 S LAKE MITCHELL DRI	CADILLAC	MI	49601
10-104-00-039-00	BLARNEY CASTLE INC	6224 E	M-115 HWY	PO BOX 246	BEAR LAKE	MI	49614
10-104-00-041-00	MI DEPT OF TRANSPORTATIO	0 W	M-55 & M-115 HWY	P O BOX 30050	LANSING	MI	48909
10-104-00-044-00	THREE BROKE DUDES LLC	6184 E	M-115 HWY	3867 WINDWOOD DR NE	ROCKFORD	MI	49341
10-104-00-046-00	JONES, GINA L	2816	SUNNYSIDE DR	2385 S 30TH AVE	SEARS	MI	49679
10-104-00-046-01	MYERS, RANDALL E & DEBORAH L	2814	SUNNYSIDE DR	108 SHORE LN	CADILLAC	MI	49601
10-104-00-047-00	THOMPSON, JOSEPH P	2820	SUNNYSIDE DR	4765 FOREST RIDGE DR	CADILLAC	MI	49601
10-104-00-048-00	KRISHNA CADILLAC INC	301 S	LAKE MITCHELL DR	301 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-052-00	HALLHK, LLC	301 S	LAKE MITCHELL DR	111 OHIO AVE	CADILLAC	MI	49601
10-104-00-054-00	KNAISEL, SUSAN L TRUST	217 S	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-055-00	WALRAVEN, WILLIAM J SR & MARLENE N	6120 E	M-115 HWY	PO BOX 797	HARRISON	MI	48625
10-104-00-056-00	KNAISEL, SUSAN L TRUST	209 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-057-00	KNAISEL, SUSAN L TRUST	197 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-058-00	KNAISEL, SUSAN L TRUST	199 E	LAKE MITCHELL DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-059-00	KNAISEL, SUSAN L TRUST	0	LAKESHORE DR	181 S LAKE MITCHELL DR	CADILLAC	MI	49601
10-104-00-061-00	A & H INVESTMENTS	6101 E	M-115 HWY	109 E BROADWAY	MT PLEASANT	MI	48858
10-104-00-065-00	DEDARI LLC	6121 E	M-115 HWY	9833 RAMSDELL DR NE	ROCKFORD	MI	49341
10-104-00-067-00	MICHIGAN DEPT OF	0 E	M-115 HWY	GRANTS ADMINISTRATION	LANSING	MI	48909-8235
10-104-00-069-00	VOLLMAR, GERALD LEE & NANCY JEAN	162	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-071-00	VOLMAR RENTALS LLC	158	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-073-00	VOLMAR RENTALS LLC	154	LEISURE RD	507 ARBUTUS DR	CADILLAC	MI	49601
10-104-00-075-00	CONSUMERS ENERGY	0 E	M-115 HWY	ONE ENERGY PLAZA	JACKSON	MI	49201-9938
10-104-00-077-00	PETERSON SERVICES INC	6183 E	M-115 HWY	9550 E 50 MILE ROAD	CADILLAC	MI	49601
10-104-00-079-00	KULHAVI BLACKMER MCCULLOUGH LLC	0 E	M-115 HWY	100 E CHAPIN ST STE B	CADILLAC	MI	49601
10-104-00-079-01	MCDONALD'S CORPORATION	6231 E	M-115 HWY	PO BOX 589	TRAVERSE CITY	MI	49685
10-104-00-081-00	KULHAVI BLACKMER MCCULLOUGH LLC	6319 E	M-115 HWY	100 E CHAPIN ST STE B	CADILLAC	MI	49601
10-104-00-085-00	KULHAVI BLACKMER MCCULLOUGH LLC	2404	SUNNYSIDE DR	100 E CHAPIN ST	CADILLAC	MI	49601
10-104-00-085-01	PRIMOS HOLDINGS LLC	2420	SUNNYSIDE DR	2420 SUNNYSIDE DR	CADILLAC	MI	49601