

City Council Meeting

March 1, 2021 6:00 p.m.

By Remote Electronic Participation

Cadillac Municipal Complex 200 N. Lake St. Cadillac, MI 49601



March 1, 2021 City Council Meeting Agenda 6 p.m. 200 N. Lake St. – Cadillac, MI 49601 Meeting held by remote electronic participation.

We are all accountable

CALL TO ORDER ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

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

III. CONSENT AGENDA

A. Minutes from the regular meeting held on February 15, 2021. Support Document III-A

IV. PUBLIC HEARINGS

- A. Public hearing to consider adoption of Ordinance to Approve Sale of Real Property (Within James E. Potvin Industrial Park).
 Support Document IV-A
- B. Public hearing to consider adoption of Ordinance Amending the City's Zoning Ordinance Regarding Uses Permitted in Business Districts.

 <u>Support Document IV-B</u>
- C. Public hearing to consider adoption of Ordinance Regarding Issuance of Water Supply System Revenue Bonds (Junior Lien), Series 2021. Support Document IV-C

V. APPOINTMENTS

- A. Recommendation regarding reappointment to the Board of Review. Support Document V-A
- B. Recommendation regarding reappointment to the Construction Board of Appeals. Support Document V-B

VI. CITY MANAGER'S REPORT

- A. Encroachment for ADA ramp. Support Document VI-A
- B. Bids and recommendation regarding Police Utility Interceptors. Support Document VI-B
- C. Agreement for Services Regarding a Certified Income Survey. Support Document VI-C
- D. COVID-19 Update

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2021. Support Document VII-A

VIII. PUBLIC COMMENTS

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

- IX. GOOD OF THE ORDER
- X. ADJOURNMENT

Cadillac City Council Agenda

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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

February 15, 2021

Meeting held by remote electronic participation.

200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

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

ROLL CALL

Council Present: Schippers, Elenbaas, Engels, King, Mayor Filkins

Council Member Schippers stated she is attending the meeting virtually in the City of Cadillac.

Council Member Elenbaas stated he is attending the meeting virtually in the City of Cadillac.

Council Member Engels stated he is attending the meeting virtually in the City of Cadillac.

Council Member King stated he is attending the meeting virtually in the City of Cadillac.

Mayor Filkins stated she is attending the meeting virtually in the City of Cadillac.

Council Absent: None

Staff Present: Peccia, Ottjepka, Dietlin, Wallace, Homier, Wasson

APPROVAL OF AGENDA

2021-026 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

2021-027 Approve consent agenda as presented.

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

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding reappointment to the Board of Review.

2021-028 Approve reappointment to the Board of Review.

Motion was made by Schippers and supported by Elenbaas to approve the reappointment of Larry Butler to the Board of Review for a 2-year term to expire on March 2, 2023.

Motion unanimously approved.

B. Recommendation regarding reappointment to the Construction Board of Appeals.

2021-029 Approve reappointment to the Construction Board of Appeals.

Motion was made by Elenbaas and supported by King to approve the reappointment of Ken Bigelow to the Construction Board of Appeals for a 2-year term to expire on March 2, 2023.

Motion unanimously approved.

C. Recommendation regarding reappointment to the Construction Board of Appeals.

2021-030 Approve reappointment to the Construction Board of Appeals.

Motion was made by Schippers and supported by Elenbaas to approve the reappointment of John Saari to the Construction Board of Appeals for a 2-year term to expire on March 2, 2023.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Bio-Solids Injection.

Peccia stated one (1) bid was received from AgriBusiness Solutions from Saginaw, MI in the amount of \$0.056/gallon. He noted the City applies between 1.5 and 2.0 million gallons of biosolids each year. He stated the recommendation is to award the contract for Bio-Solids Injection from the date of the award through December 31, 2023 to Michigan AgriBusiness Solutions in accordance with their bid.

2021-031 Award contract for Bio-Solids Injection.

Motion was made by Elenbaas and supported by Engels to award the contract for Bio-Solids Injection from the date of the award through December 31, 2023 to Michigan AgriBusiness Solutions in accordance with their bid.

Motion unanimously approved.

B. Setting of Budget Related Work Sessions

Peccia stated the proposed dates are as follows:

- Goals & Capital Improvement Program Review on March 15, 2021 at 4:15 p.m.
- Fiscal Year 2022 Budget Review on April 5, 2021 at 4:15 p.m.

King stated he is not available for the March 15, 2021 meeting.

After a brief discussion, it was determined the meetings would be scheduled as follows:

- Goals & Capital Improvement Program Review on March 24, 2021 at 4:15 p.m.
- Fiscal Year 2022 Budget Review on April 5, 2021 at 4:15 p.m.

2021-032 Set Budget Related Work Sessions.

Motion was made by Schippers and supported by Elenbaas to approve the Fiscal Year 2022 Budget Work Session dates as discussed (March 24, 2021 at 4:15 p.m. and April 5, 2021 at 4:15 p.m.)

Motion unanimously approved.

C. COVID-19 Update

Peccia noted information regarding COVID-19 can be found at the District Health Department #10 website at www.dhd10.org.

INTRODUCTION OF ORDINANCES

A. Adopt Resolution to Introduce and Ordinance Amending the City's Zoning Ordinance Regarding Uses Permitted in Business Districts and set a public hearing for March 1, 2021.

Peccia noted the proposed ordinance amendment would make mixed-use projects allowable "by right" in our downtown business districts (B-1, B-2, and B-3). He stated the proposed ordinance is part of the process for the City to become a Redevelopment Ready Community through the State of Michigan which is an essential step in maintaining grant eligibility with the Michigan Economic Development Corporation (MEDC). He noted the Planning Commission recommended approval of this ordinance by unanimous vote. He stated it is being requested that a public hearing be scheduled for March 1, 2021.

2021-033 Set public hearing for Ordinance 2021-04.

Motion was made by Elenbaas and supported by Engels to adopt the Resolution to Introduce and Ordinance Amending the City's Zoning Ordinance Regarding Uses Permitted in Business Districts and set a public hearing for March 1, 2021.

Motion unanimously approved.

B. Adopt Resolution to Introduce Ordinance Regarding Issuance of Water Supply System Revenue Bonds (Junior Lien), Series 2021 and set a public hearing for March 1, 2021.

Peccia stated it is being recommended that a public hearing be scheduled for March 1, 2021. He noted this item is regarding the construction of the new wellfield. He stated this is likely the last City Council action item that will be needed for the issuance of the bonds related to the Drinking Water Revolving Fund program.

2021-034 Set public hearing for Ordinance 2021-05.

Motion was made by Schippers and supported by Elenbaas to adopt the Resolution to Introduce Ordinance Regarding Issuance of Water Supply System Revenue Bonds (Junior Lien), Series 2021 and set a public hearing for March 1, 2021.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Planning Commission
- B. Downtown Development Authority

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Schippers stated an individual residing in Ward Two is needed for the Board of Review. She encouraged anyone interested in this position to contact her or the City for more information. She noted Board of Review members are paid for both training sessions and meetings.

Elenbaas noted on January 2, 2021 there was a major leak near his home. He stated the Water Department arrived quickly to repair the issue and he appreciates the quick response.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

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City Council

DDECENT.

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers Stephen King Robert J. Engels Bryan Elenbaas

RESOLUTION NO. 2021-____

RESOLUTION TO ADOPT ORDINANCE TO APPROVE SALE OF REAL PROPERTY (WITHIN JAMES E. POTVIN INDUSTRIAL PARK)

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, conducted electronically on the 1st day of March, 2021, at 6:00 p.m.

I RESERVI.	
ABSENT:	
The following preamble and resolution was offered by	and
seconded by	
WHEREAS, the City of Cadillac ("City") is authorized by statute to buy, own	ı and sell
real property (MCL 117.4e); and	

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

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

WHEREAS, the City wishes to adopt an ordinance that authorizes the sale of real property owned by the City described as that part of the NE ¼ of the NE ¼ of Section 31, T22N, R09W, City of Cadillac, Wexford County, Michigan, being described as: Lot 2 of James E. Potvin Industrial Park Subdivision, as recorded in the Wexford County Register of Deeds. Containing 2.58 acres ("Lot 2").

WHEREAS, the City Clerk twice published a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, in accordance with the Charter. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

WHEREAS, a public hearing regarding the Ordinance was held electronically on the 1st day of March, 2021, at 6:00 p.m.

WHEREAS, the sale of real property described in the Ordinance is in the public interest.

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

- 1. Pursuant to Section 5.2 and 5.6 of the City Charter, the City adopts Ordinance No. 2021-____, Ordinance to Authorize Sale of Real Property (within James E. Potvin Industrial Park) (the "Ordinance," attached as Exhibit 1).
- 2. The Mayor and the City Clerk are authorized to execute any and all documents (including an Agreement to Buy and Sell Real Property similar in form as

City of Cadillac Resolution No. 2021-___ Page 4 of 9

Exhibit 2), and to take any and all actions, as may be necessary or appropriate to close upon the sale. The City shall retain 90% of the net sale proceeds, and 10% of the net sale proceeds shall be paid to the Cadillac Industrial Fund.

- 3. A copy of the Ordinance is available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.
- 4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS:		
NAYS:		
STATE OF MICHIGAN COUNTY OF WEXFORD)))	
	on No. 2021, duly adopted	by certify this to be a true and at a meeting of the City Council
	Sandra W City Clerk	

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EXHIBIT 1

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City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers Stephen King Robert J. Engels Bryan Elenbaas

ORDINANCE NO. 2021-

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

THE CITY OF CADILLAC ORDAINS:

Section 1.

Pursuant to MCL 117.4e, the Charter of the City of Cadillac and other applicable authority, the City hereby approves the sale of real property owned or to be acquired by the City, described as that part of the NE ¼ of the NE ¼ of Section 31, T22N, R09W, City of Cadillac, Wexford County, Michigan, being further described as: Lot 2 of James E. Potvin Industrial Park Subdivision, as recorded in the Wexford County Register of Deeds. Containing 2.58 acres (the "Lot 2").

Section 2.

The Mayor and City Clerk are hereby authorized to execute any and all documents (including a sale agreement) and to take any and all actions necessary or appropriate to close upon the sale of Lot 2, for approximately \$14,540, to Spencer Plastics Inc. or a related entity.

Section 3.

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

Section 4.

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

City of Cadillac Resolution No. 2021 Page 7 of 9	
Section 5.	
This Ordinance shall take effect twenty (20)	days after its adoption and publication.
Approved this day of, 2021.	
Sandra Wasson, City Clerk	Carla J. Filkins, Mayor
· · · · · · · · · · · · · · · · · · ·	f Cadillac, Michigan, do hereby certify that a ublished in the Cadillac News on the day
	Sandra Wasson, City Clerk
STATE OF MICHIGAN)) ss. COUNTY OF WEXFORD)	
said County, personally appeared Carla J. Filk behalf of the City of Cadillac, who executed th	2021, before me, a Notary Public, in and for kins, Mayor, and Sandra Wasson, City Clerk, on the foregoing Ordinance and acknowledged that Cadillac in their capacity as its Mayor and City
	, Notary Public
	County of, State of Michigan
	My commission expires:

Prepared By and Return To:

Scott H. Hogan (P41921) FOSTER, SWIFT, COLLINS & SMITH, PC 1700 E. Beltline Avenue NE, Suite 200 Grand Rapids, MI 49525 (616) 726-2200 City of Cadillac Resolution No. 2021-___ Page 8 of 9

CITY REAL PROPERTY

That part of the NE ¼ of the NE ¼ of Section 31, T22N, R09W, City of Cadillac, Wexford County, Michigan, being described as: Lot 2 of James E. Potvin Industrial Park Subdivision, as recorded in the Wexford County Register of Deeds. Containing 2.58 acres.

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EXHIBIT 2

(Agreement to Buy and Sell Real Estate)

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT TO BUY AND SELL REAL ESTATE is executed between the City of Cadillac, a Michigan municipal entity, of 200 N. Lake Street, Cadillac, Michigan 49601 ("Seller"), and Spencer Plastics, Inc., 2300 Gary E. Schwach Street, Cadillac, Michigan 49601 ("Buyer"). The "Effective Date" of this Agreement is the date it is signed by Seller.

RECITALS

Seller is the owner of vacant real property located in the James E. Potvin Industrial Park, Cadillac, Michigan and legally described on Exhibit A, together with all easements, improvements and appurtenances thereto ("Real Estate").

AGREEMENT

The parties agree as follows:

- 1. <u>Sale and Purchase</u>. Seller agrees to sell the Real Estate to Buyer, and Buyer agrees to purchase the Real Estate from Seller, for the Purchase Price and according to the terms and conditions set forth in this Agreement. Buyer will pay to Seller the Purchase Price in immediately available funds at the Closing. Contemporaneously with the full execution of this Agreement, Buyer shall deposit with the Title Insurance Company the Deposit, which will be held in accordance with the terms of this Agreement.
 - 2. <u>Definitions</u>. As used in this Agreement, the following terms are defined as:
 - (a) Agreement: This Agreement to Buy and Sell Real Estate.
 - (b) <u>Closing</u>: Consummation of the transaction described in this Agreement. The Closing will take place on a day mutually determined by the parties, but not later than 90 days after the Effective Date of this Agreement (the "Closing Date"), at the office of the Title Insurance Company. "Pre-Closing" means that period from the date of this Agreement to the Closing Date, during which time the parties will work in good faith to satisfy all requirements of this Agreement necessary to transfer the Real Estate.
 - (c) <u>Deposit</u>: \$1,000.00, which Buyer has delivered to the Title Insurance Company by cashier's check or wire transfer upon execution of this Agreement, and which shall be applied to the Purchase Price at Closing.
 - (d) <u>Purchase Price</u>: The Purchase Price shall be \$14,540.00, payable by certified funds or wire transfer at Closing.
- (e) <u>Title Insurance Company</u>: Lighthouse Title, 140 Paluster Street, Cadillac, Michigan 49601.

(f) <u>Permitted Encumbrances</u>. All encumbrances noted on the public record are Permitted Encumbrances.

3. Title and Survey.

- (a) <u>Warranty Deed</u>. At the Closing, Seller will transfer the Real Estate to Buyer by warranty deed, subject to the Permitted Encumbrances and without warranties or representations. The deed shall require Buyer to comply with the Protective Covenants and Restrictions for the James E. Potvin Industrial Park (copy attached as Exhibit B).
- Title Insurance. Within (ten) 10 days of the Effective Date, Seller will provide Buyer a title commitment for an ALTA Owner's title insurance policy from the Title Insurance Company, which will include copies of all recorded documents identified in the title commitment, in the amount of the Real Estate Purchase Price, covering title to the Real Estate on or after the Effective Date, showing Seller as the owner of the Real Estate. The title commitment will provide for full coverage subject to standard exceptions unless Buyer provides the survey described below, but will not provide coverage over the Permitted Encumbrances, Buyer shall be responsible for the delivery of any survey required by the Title Insurance Company for the removal of standard exceptions. Any failure to deliver such a survey shall mean that the title insurance policy will be issued with standard exceptions. If the title commitment contains any exception that is not a standard exception or the Protective Covenant, and Buver provides written notice thereof to Seller within ten (10) days after receipt of the title commitment, then Seller shall have the option, but not the obligation, to promptly remove such exception. If Seller elects to not remove such exception (in which event Seller shall notify Buyer in writing), then Buyer or Seller may terminate this Agreement by written notice to the other within ten (10) days of Seller's written notice of its election not to remove the exception objected to by Buyer. If neither Buyer nor Seller terminate this Agreement, then the parties shall proceed to Closing and such exception shall be treated as a Permitted Encumbrance. The Deposit shall be returned to Buyer if any party terminates this Agreement under this paragraph and the parties will have no further rights or obligations hereunder except as otherwise specifically provided. Seller will pay the cost of a title insurance policy to be subsequently issued pursuant to the title commitment. The cost of any title insurance endorsements requested by Buyer shall be paid by Buyer.
- (c) <u>Survey</u>. Buyer may at its option, within twenty (20) days after the Effective Date, obtain a survey ("Survey") of the Real Estate. Any defects set forth on the Survey which are not objected to in writing from Buyer to Seller within the Feasibility Period shall be deemed accepted by Buyer and shall be "Permitted Encumbrances". If Seller is unable or unwilling to cure such defects by the Closing Date, then Buyer shall have the rights ascribed to Buyer the same as if Seller fails to cure a title defect.
- 4. <u>Contingencies</u>. Seller's obligation to close under this Agreement is contingent upon approval of Seller's City Council and upon acquisition of the Real Estate. Buyer's obligations under this Agreement are subject to the satisfaction or waiver of each and all of the following conditions:
 - (a) <u>Feasibility: Inspections and Investigations</u>. Buyer shall complete any feasibility studies and inspections of the Real Estate (including without limitation environmental

inspections, easements, leases, and/or other encumbrances) and determining at Buyer's reasonable discretion that it is feasible and desirable for Buyer to own and operate the Real Estate in a manner and upon terms and conditions reasonably satisfactory to Buyer, and that Buyer, in its reasonable discretion, is satisfied with the results of its inspections and investigations of the Real Estate. Except as provided in Section 3(b) with respect to title matters, Buyer shall have sixty (60) days from the Effective Date (the "Feasibility Period") to give Seller written notice of any objections to any material matter involving the Real Estate. Seller shall then have fourteen (14) days after receipt of such a written objection to cure the objectionable matter. Seller may, at any time after receipt of a timely objection from Buyer, terminate this Agreement rather than cure the objectionable matter, in which event the Deposit shall be returned to Buyer and the parties shall have no further rights or obligations hereunder except as otherwise specifically stated. If Seller attempts but does not or cannot cure an objectionable matter within such fourteen-day period, then Buyer may, at any time before the completion of such cure, provide written notice to Seller terminating this Agreement, in which event the Deposit shall be promptly returned to Buyer and the parties shall have no further rights or obligations hereunder except as otherwise specifically stated. Seller will, within ten (10) days of the Effective Date, deliver to Buyer any surveys and environmental reports in its possession regarding the Real Estate.

- (b) <u>Effect of No Notice</u>. If Buyer fails to give Seller timely written notice of an objection to any material matter within the Feasibility Period, then any and all objections of Buyer shall be deemed waived, the Deposit shall be non-refundable to Buyer (except in the event of a material default by Seller), and the parties shall proceed to Closing.
- (c) Governmental Action. Except as specifically set forth herein, Seller has no obligation to take any action, or not take any action in its role as a governmental entity.

5. Feasibility Period.

- (a) <u>Feasibility Period</u>. During the Feasibility Period, Buyer will have full access to the Real Estate during normal business hours for purposes of fully inspecting the same.
- (i) During the Feasibility Period, Buyer and its employees, agents or contractors may go upon the Real Estate for the purpose of making any investigations or inspections which Buyer deems necessary. Buyer shall use reasonable efforts to minimize any disturbance to the Real Estate.
- (ii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all liens, claims, losses, damages and liabilities arising out of Buyer's (and/or its employees, agents or contractors) entry onto the Real Estate prior to Closing. Any damage caused by such entry, inspections, testing or studies shall be promptly repaired by Buyer. The provisions of this Section shall survive the Closing or any termination of this Agreement.

(b) Closing.

- (i) <u>Closing Documents</u>. At the Closing, the following documents will be executed and delivered by and between the parties:
 - (A) Buyer will pay all taxes and assessments due after Closing.
- (B) Seller and Buyer will execute and deliver to each other a Closing Statement reflecting the manner in which the Purchase Price is allocated and paid.
- (C) Seller will deliver to Buyer, at Seller's cost, an owner's policy of title insurance in the form contemplated by Section 3(b).
- (D) Seller will execute and deliver the warranty deed for the Real Estate.
- (E) The parties will execute such further documentation as is reasonably necessary to evidence and close the transaction.
- (ii) <u>Purchase Price</u>. At the Closing, Buyer shall pay the Purchase Price in immediately available funds, subject to adjustment as provided below.
- (iii) <u>Closing Costs</u>. At the Closing, the following expenses will be paid and the Purchase Price will be adjusted in accordance with the following provisions:
 - (A) Buyer will pay all taxes and assessments due after Closing.
- (B) Seller will pay any Michigan real estate transfer tax applicable to this transaction. Buyer will be responsible for all recording fees pertaining to the deed.
- (C) Buyer will receive a credit for the Deposit against the Purchase Price.
- (D) Seller and Buyer shall share equally any closing fees charged by the Title Insurance Company.
 - 6. <u>Possession</u>. Seller will tender possession of the Real Estate to Buyer at Closing.
 - 7. Warranties and Representations; Covenants; AS-IS Condition.
- (a) <u>Warranties and Representations</u>. Seller represents and warrants to Buyer as follows:
- (i) <u>Authority</u>. Subject to the approval of the City Council and the acquisition of the Real Estate, Seller has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller, and all required

actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Seller are and will be authorized to sign on Seller's behalf and to bind Seller. This Agreement and all documents to be executed by Seller are and will be binding upon and enforceable against Seller.

- (b) <u>Buyer's Warranties and Representations</u>. Buyer represents and warrants to Seiler as follows:
- (i) <u>Authority.</u> Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Buyer are and will be authorized to sign on Buyer's behalf and to bind Buyer. This Agreement and all documents to be executed by Buyer are and will be binding upon and enforceable against Buyer.
 - (c) <u>Survival of Representations and Warranties</u>. Any and all covenants, representations, warranties and agreements made by Buyer or Seller in this Agreement or in any instrument to be furnished pursuant to this Agreement will be true through and will survive the Closing. Each party agrees to notify the other promptly if it becomes aware of any transaction or occurrence prior to the Closing Date which would make any of their representations or warranties in this Agreement untrue in any material respect.

(d) "AS-IS" "WHERE-IS" Condition of Real Estate and Personal Property.

- (i) BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE REAL ESTATE "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE REAL ESTATE AND ANY PORTIONS THEREOF INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (ii) BUYER ACKNOWLEDGES AND AGREES THAT IT HAS NOT RELIED, AND WILL NOT RELY, UPON ANY REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN) MADE BY OR PURPORTEDLY MADE ON BEHALF OF SELLER WITH RESPECT TO THE PHYSICAL CONDITION OF THE REAL ESTATE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY SET FORTH IN THIS AGREEMENT.
- (iii) BUYER AGREES THAT NO REPRESENTATION BY OR ON BEHALF OF SELLER HAS BEEN MADE TO BUYER AS TO THE PHYSICAL CONDITION OF THE REAL ESTATE, ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE REAL ESTATE, THE APPLICABILITY OF OR COMPLIANCE WITH ANY GOVERNMENTAL

REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL LAWS, OR THE SUITABILITY OF THE REAL ESTATE FOR ANY PURPOSE WHATSOEVER.

(iv) Buyer is relying strictly upon Buyer's due diligence, investigations and inquiries to make the decision to purchase the Real Estate and to close. Upon Closing, Buyer will be deemed to have been fully satisfied with the results of its inspections and investigations regarding the Real Estate. Seller has no obligation after Closing to cooperate in any approvals or permits or to take or not take any governmental action. Seller specifically disclaims any and all warranties or knowledge regarding the environmental condition regarding the Real Estate. Seller advises Buyer to obtain environmental reports and studies regarding the Real Estate. Buyer acknowledges that upon Closing it will be deemed to have full knowledge regarding the Real Estate.

8. Default.

- (a) <u>By Seller</u>. Upon occurrence of any event of default by Seller, Buyer's sole remedy shall be to terminate this Agreement and receive a return of the Deposit.
- (b) <u>By Buyer.</u> If, after the satisfaction of all contingencies, Buyer refuses to close this transaction, then Seller may retain the Deposit as liquidated damages and, in addition, Seller may seek specific performance of this Agreement or exercise any of the rights and remedies accorded to Seller by the laws of the State of Michigan.

9. Miscellaneous.

- (a) <u>Assignment</u>. This Agreement may be assigned by Buyer with the written consent of Seller, which consent will not be unreasonably withheld. Buyer's assignee will enjoy the full rights and benefits of this Agreement as if it were Buyer, but Buyer shall remain fully liable hereunder.
- (b) <u>Eminent Domain</u>. If, after the execution of this Agreement, but prior to Closing, all or any material portion (in Buyer's reasonable judgment) of the Real Estate is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, Seller will immediately give Buyer notice of such occurrence, and Buyer may, within fourteen (14) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event the Deposit will be returned to Buyer and all obligations of the parties will cease and this Agreement will have no further force and effect, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fourteen (14) days following Buyer's receipt of such notice, Closing will be delayed until Buyer makes such election), in which event Seller will assign and/or pay to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking.
- (c) <u>Notices</u>. All notices, requests and demands to or upon any party to this Agreement must be in writing and delivered personally or mailed first class, postage prepaid. Notice will be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

- (d) <u>Waiver</u>. No provision in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing will be deemed a waiver. No waiver by any party of any violation or breach of this Agreement will be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.
- (e) <u>Binding Effect</u>. This Agreement will be binding upon and inure to the benefit of the parties as well as their successors and assigns.
- (f) Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations and agreements between the parties are merged herein. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.
- (g) Governing Law. This Agreement is governed by the laws of the State of Michigan.
- (h) <u>Professional Representation.</u> Each of the parties shall pay all of the costs that it incurs incidental to this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated. The parties have had a full and fair opportunity to consult with advisors of their choosing regarding this Agreement and the transactions contemplated herein. The parties enter into this Agreement knowledgeably and voluntarily. This Agreement shall be construed in a reasonable manner consistent with good faith and as if the parties had jointly drafted it.
- (i) <u>Severability</u>. Any terms of this Agreement that may be found to be contrary to law or otherwise unenforceable will not affect the remaining terms of this Agreement, which will be construed as if the unenforceable terms were absent from this Agreement.
 - (i) Time of Performance. Time is of the essence of this Agreement.
- (k) <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. The delivery of an executed signature page to this Agreement by facsimile, electronic or telecopy transmission shall constitute due execution and delivery of this Agreement for all purposes.
- 10. Acknowledgment. By signing this Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

Dated: 1-26-2021	SPENCER PLASTICS INC.
	By: Mount Source Print Name: THOMAS SPENCE P. Its: President
Dated:	SELLER: THE CITY OF CADILLAC
	By:Print Name: Carla J. Filkins Its: Mayor
	By:

BUYER:

EXHIBIT A (Legal Description)

THAT PART OF THE NE ¼ OF THE NE ¼ OF SECTION 31, T22N, R09W, CITY OF CADILLAC, WEXFORD COUNTY, MICHIGAN, BEING DESCRIBED AS: LOT 2 OF JAMES E. POTVIN INDUSTRIAL PARK SUBDIVISION, AS RECORDED IN THE WEXFORD COUNTY REGISTER OF DEEDS. CONTAINING 2.58 ACRES.

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PROTECTIVE COVENANTS AND RESTRICTIONS JAMES E. POTVIN INDUSTRIAL PARK CADILLAC, MICHIGAN

James E. Potvin Industrial Park Covenants Index

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1.	Permitted Uses of Property

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AMENDMENT TO AND RESTATEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR JAMES E. POTVIN INDUSTRIAL PARK

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being the owners of more than three-fourths (3/4) of the acreage in the James E. Potvin Industrial Park, together with the Cadillac Planning Board (formerly, Cadillac Planning Commission) and the Cadillac Industrial Fund, Inc., have approved the Protective Covenants and Restrictions as recorded in the office of the Register of Deeds, Wexford County, Michigan as follows:

1. PERMITTED USES OF PROPERTY:

The property herein conveyed shall be used only for industrial, manufacturing, wholesale, trade schools, municipal, warehousing, distribution or research center purposes. The property shall not be used for residential purposes, except those required on the plant premises for watchman or police purposes. The retail sale of any merchandise or services is prohibited, unless approved by the Cadillac Planning Board. No business or use of property shall be permitted unless first approved by the Cadillac Planning Board and the Cadillac Industrial Fund, Inc.

The retail sale of food, beverages and other such convenience items to occupants and employees is permitted so long as these items are not offered for sale to the general public.

- A. <u>USES OF 13th STREET:</u>
 Lots abutting 13th Street shall not ingress or egress to and from 13th Street except over original platted roads.
- B. Temporary structures are prohibited unless first approved by the Planning Board.

2. COMMENCEMENT OF CONSTRUCTION:

The Purchaser of any property in the Industrial Park shall commence construction within one (1) year after the date of purchase of property and complete construction substantially in accordance with plans and specifications as approved by the Planning Board within eighteen (18) months from the date of said purchase. Time extensions for unusual circumstances may be granted by the Cadillac Planning Board.

Failure to comply with these provisions shall give the City of Cadillac the right to

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repurchase the property at a price agreed upon between the parties, but in no event to exceed the purchase price, plus the amount of any outstanding mortgages or other encumbrances against the property, if any, or the cost of improvements expended by the owner, whichever is greater.

If construction is made on less than the total of the lots purchased, the City of Cadillac is hereby given the right to purchase the lots not built on for the original purchase price of the excess property in the event the owner, or its subsequent assignee or successor in title, ever elects to divest itself of the excess property. This provision is intended to prohibit re-sale to any third party.

3. REQUIRED CONDITIONS:

Any building or uses permitted in the James E. Potvin Industrial Park shall comply with the following conditions:

A. <u>CONSTRUCTION AND APPEARANCE</u>:

- 1) All buildings constructed on the property shall conform to the requirements specified by the City of Cadillac Building and Zoning, and Property Maintenance Codes in effect at the time of such construction. The exterior material of any wall facing a street and 20 feet of the sidewalls nearest to the front wall must be facebrick, decorative pre-cast panels, decorative metals, stone or equivalent, to provide an attractive façade. Pole building metal siding or plain concrete block would not be allowed except in limited quantity. Planning Board approval is required.
- 2) All building, site, parking and landscape plans and specifications for initial construction, shall be subject to approval by the Cadillac Planning Board, and all similar plans for alterations and additions which affect the exterior of any buildings, or the site shall be consistent with the original approval and in conformance with the City's Zoning Ordinance as determined by the Zoning Administrator.
- 3) All utilities shall be located underground.

B. <u>STORAGE</u>:

All goods, equipment, supplies or other materials shall be stored in completely enclosed buildings except raw materials used in the ordinary course of business and

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finished or semi-finished products may be located on the property in accordance with provisions as specified by the City of Cadillac Zoning Ordinance.

C. <u>FENCING</u>:

All fencing for screening, security or other purposes shall be attractive in appearance and shall be of all metal industrial type fence of galvanized or non-ferrous material, or decorative masonry wall. The required front yard, and those side yards which abut a public street, shall not be fenced, unless the fence is set back a minimum of five (5) feet from the street right of way line and landscaping is maintained between the street and the fencing.

D. LANDSCAPING:

Land areas outside the building lines or surfaced parking areas shall be landscaped and maintained at the expense of the Grantee. Plans for both landscaping and parking areas must be included with the building plans for approval. The requirements of this paragraph shall be complied with prior to the issuance of a certificate of occupancy, except the Cadillac Planning Board shall have the right to waive this in exceptional circumstances subject to satisfactory guaranties of completion being furnished to the Planning Board.

A landscaped greenbelt, complying with Section 5.19 of the City Code, must be installed and maintained in all yards that abut public streets. Yards must be maintained as a lawn and all set aside lands for future expansion must be maintained as a mowed lawn within 25 feet of any public street. Disturbed areas must be restored within six months.

E. OFF-STREET LOADING AND UNLOADING:

No loading or unloading shall be permitted on any public or private street or road or any other place except as provided with the following:

Loading and unloading areas shall comply with the requirement of the City of Cadillac Zoning Ordinance except that all industrial buildings must have a minimum of one (1) loading and unloading area. All loading and unloading docks or provisions for handling freight and materials must be located on the side or rear of buildings. In the case of a corner lot, loading or unloading docks or provisions for handing freight and materials shall not be permitted on that side abutting a

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street, unless approved by the Cadillac Planning Board.

F. OFF-STREET PARKING:

- 1) No parking shall be permitted on any public or private street or road or any other place than paved parking areas. Each owner shall be required to provide off-street parking for all their employees, customers and visitors.
- 2) Off-street parking shall be provided in accordance with the provisions as specified in the City of Cadillac Zoning Ordinance and all plans for said parking shall be subject to approval by the Planning Board.
- 3) All driveways and parking areas shall be surfaced with concrete or asphalt and shall be constructed with adequate drainage. The requirements of this paragraph shall be completed within one year of issuance of a certificate of occupancy, except the Cadillac Planning Board may temporarily approve stabilized road gravel subject to satisfactory guaranties of completion being furnished to the Planning Board.
- 4) Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incidental to the operation conducted on the property. No commercial repair work or any service of any kind on any motor vehicles shall be conducted on such parking areas. Vehicles, including trailers shall not be used for storage longer than thirty (30) days.

4. SIGNS:

Billboard posters and other advertising signs are prohibited except for those signs which provide for direction of traffic or which advertise the property owner's business or product. All signs must comply with the City's Zoning Code and pole signs must not exceed a height of fifteen (15) feet

5. <u>DIVISION OF LOT AND MINIMUM LOT FRONTAGE:</u>

No parcel or lot shall be divided without the approval of the Cadillac Planning Board, the Cadillac Industrial Fund and the Zoning Administrator.

6. <u>PERFORMANCE STANDARD</u>:

No industry or other business shall be established, maintained or permitted on said property which produces objectionable smoke, dust, noise, vibration or waste. Determination of

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whether an industry or business is objectionable for any of the above reasons shall be based on the existing laws and ordinances and the discretion of the Cadillac Planning Board.

7. MAINTENANCE OF PROPERTY:

The owner of said property shall keep the premises, building and improvements in a safe, clean, healthful and attractive condition and shall comply in all respects to all government health and police requirements.

8. ENFORCEMENT OF RESTRICTIONS:

The Grantor herein, its successors and assigns, may enforce these restrictions by restraining order or may prosecute at law or in equity a suit for damages or other remedy which the Grantor, its successors and assigns may have.

9. <u>INVALIDATION</u>:

Invalidation of any of the foregoing conditions, restrictions or covenants by a Court of competent jurisdiction in no way affects any of the other provisions which shall remain in full force and effect.

10. <u>EFFECT AND TERMINATION OF RESTRICTIONS:</u>

These restrictions shall be covenants running with the land and shall be binding upon the Grantee, its heirs, successors and assigns. A copy of these covenants shall be attached to the deed and signed by the owner or corporate officer.

11. <u>AMENDMENT OF RESTRICTIONS</u>:

These restrictions may be amended at any time by the owners of three-fourths (3/4) of the acreage in the Plat upon approval of the Planning Board and Cadillac Industrial Fund, Inc.

APPROVED:	CITY OF CADILLAC, a Michigan Municipality
DATED: May 7, 2001	By: Its Mayor Donniel J. Blancher By: Janice E. Nolson
CADILLAC PLANNING BOARD	CADILLAC INDUSTRIAL FUND, INC.
By: James I Shipping Its Chairman	By: Alby N. John Its President
STATE OF MICHIGAN)	Its President Philip N. Potvin
COUNTY OF WEXFORD)	
The foregoing instrument was ackno	owledged before me this 8th day of
May , 2001 by Ronald J. Blan	chard and Janice E. Nelson ,
the Mayor and Clerk, respectively, of the CI	Notary Public, Wexford County, Michigan My Commission Expires: April 29, 2005

Notary Public, Wexford Co., Michigan My Commission Expires April 29, 2005

Approved by the Cadillac Industrial Fund on May 21, 2002.

Drafted by Citof Cadillac 200 N. Lake Street (adillac, My 4960) L: 684 P: 2575 201900002271 RST Fee:\$ 30.00 04/18/2019 11:16 AM Page: 8 of 10 Lorie L. Sorensen Register of Deeds - Wexford County, MI

CHRISTINE L. BENSON

(Legal Description: That part of the Northeast Quarter (NE 1/4), and that part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 31, T22N, R9W, City of Cadillac, Wexford County Michigan, described as beginning at the Northeast (NE) corner of said Section 31; thence along the East section line South 00°00'02" West 669.13 feet; thence parallel to the right-of-way of Edward Pothoff Street extended North 89°21'02" West 249.24 feet; thence parallel to the East section line South 00°00'02" West 483.07 feet; thence parallel to the Ann Arbor Railroad right-of-way North 73°07'50" West 358.48 feet; thence South 16°52'10" West 919.15 feet to the Northerly right-of-way of the Ann Arbor Railroad; thence along said right-of-way North 73°07'50" West 1867.99 feet to the North-South Quarter (NS 1/4) line; thence along the North-South Quarter (NS ¼) line North 00°05'19" East 71.29 feet to the North 1/8 line; thence along the North 1/8 line North 89°30'57" West 241.95 feet to the Northerly right-of-way of the Ann Arbor Railroad; thence along said right-of-way North 73°07'50" West 1131.90 feet to the West 1/8 line; thence along the West 1/8 line North 00°17'06" East 994.38 feet to the North section line; thence along the North section line South 89°48'28" East 1322.24 feet to the North 1/4 corner; thence continuing along the North section line South 89°48'28" East 2644.49 feet to the Northeast corner of said section and the point of beginning, containing 125.73 acres, more or less.)

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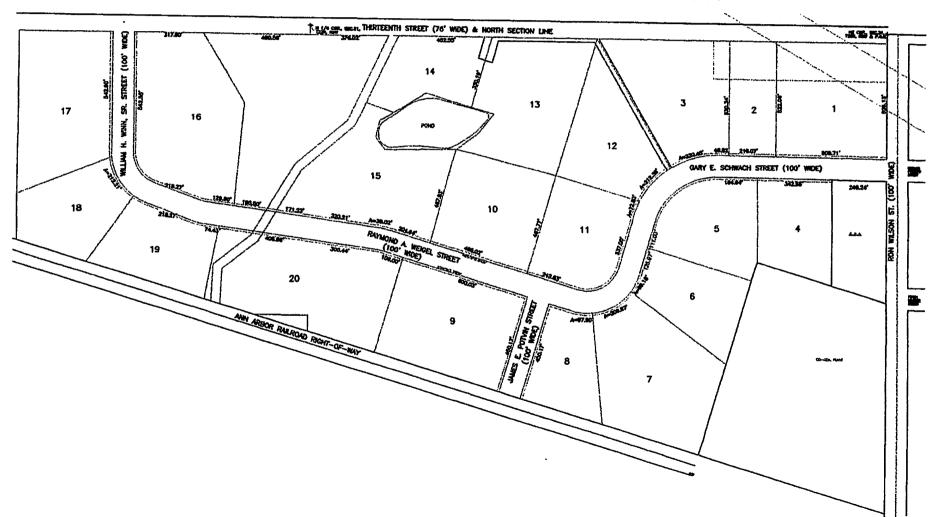
Lorie L. Sorensen

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James E. Potvin Industrial Park



FIRST AMENDMENT TO PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE JAMES E. POTVIN INDUSTRIAL PARK

The undersigned being the owner of three fourth (3/4) of the acreage in the James E. Potvin Industrial Park, together with the Cadillac Planning Board and the Cadillac Industrial Fund, Inc., have approved this First Amendment to those certain Protective Covenants and Restrictions for the James E. Potvin Industrial Park dated May 7, 2001 as recorded in Liber 2575 page __, Wexford County Register of Deeds (the "Covenants").

Section 3. B of the Covenants is deleted in its entirety and the following is inserted in its place:
 B. STORAGE:

All goods, supplies or other materials shall be stored in completely enclosed buildings except raw materials used in the ordinary course of business and finished or semi-finished products may be located on the property provided that all items stored outside must be behind a screening structure, fence, wall or landscaping of not less than six (6) feet but not more than eight (8) feet so as to shield all outdoor items. All screening structures, fences, walls or landscaping shall be maintained in good condition.

2. In all other respects, the Covenants are hereby ratified and shall remain in full force and effect.

Executed at Cadillac, Michigan, on April 17, 2019.

Approved on: April 17, 2019	CITY OF CADILLAC, a Michigan Municipality By: CARLA Filling Its Mayor Coula J Filkins By: Landa L. Wassen
STATE OF MICHIGAN)	
COUNTY OF WEXFORD)	
	wledged before me this 17th day of April, 2019 by or and Clerk, respectively, on behalf of the CITY OF Notary Public, Wexford County, Michigan
NOTARY PUBLIC - STATE OF MICHIGAN COUNTY OF WEXFORD MY COMMISSION EXPIRES 05/02/2024 ACTING IN THE COUNTY OF Wexford	My Commission Expires: 5-2-2024 L: 684 P: 2576 201900002272 RST Fee:\$ 30.00 04/18/2019 11:16 AM Page: 2 of 5 Lorie L. Sorensen Register of Deeds - Wexford County, MI

L: 684 P: 2576 201900002272 RST Fee:\$ 30.00 04/18/2019 11:16 AM Page: 3 Lorie L. Sorensen Register of Deeds - Wexford C	Approved on: CADILLAC PLANNING COMMISSION formerly known as the Cadillac Planning Board By: John Putvin
	Its Chairman-
STATE OF MICHIGAN))ss. COUNTY OF WEXFORD)	17 th
The foregoing instrument	was acknowledged before me this $\sqrt{7}$ day of April, 2019 by half of the Cadillac Planning Commission.
FRANCES R. WALLBA NOTARY PUBLIC - STATE OF I COUNTY OF WEXFOR MY COMMISSION EXPIRES 0 ACTING IN THE COUNTY OF L	NK MICHIGAN RD Notary Public, Wexford County, Michigan 15/02/2024
STATE OF MICHIGAN))ss. COUNTY OF WEXFORD) The foregoing instrument Michael Hamner, the President, of	was acknowledged before me this 17th day of April, 2019 by on behalf of the Cadillac Industrial Fund, Inc.
FRANCES R. WALLBANK NOTARY PUBLIC - STATE OF MICHIG COUNTY OF WEXFORD	N. J. D. L. W. Wanfand County Michigan

MY COMMISSION EXPIRES 05/02/2024 ACTING IN THE COUNTY OF WEXFORD

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Approved on: 4-17-2019

Mesick Plastics, L.L.C. a Michigan

limited liability company

By Showel June

Its President

Thomas Spince,

STATE OF MICHIGAN)
(ss. COUNTY OF WEXFORD)

On this the 17th day of April, 2019, before me personally appeared the personal of Mesick Plastics, L.L.C., a Michigan limited liability company who executed the foregoing instrument and acknowledged that he executed the same on behalf of said company.

Howas R. Wallbauk Notary Public, Wexford County, Michigan My Commission Expires: 5-2-2024

FRANCES R. WALLBANK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WEXFORD
MY COMMISSION EXPIRES 05/02/2024
ACTING IN THE COUNTY OF Wex Ford

Orafted by City of Cadillac 200 N. Lake Street (adillac, MZ 49601

L: 684 P: 2576 201900002272 RST Fee:\$ 30.00 04/18/2019 11:16 AM Page: 5 of 5 Lorie L. Sorensen Register of Deeds — Wexford County, MI	Piranha Properties, L.L.C., a Michigan limited liability company By Burn R Blake Brian 2. Blake
STATE OF MICHIGAN))ss.	
COUNTY OF WEXFORD)	·
	e personally appeared Brian R. Blake the nigan limited liability company who executed xecuted the same on behalf of said company. Indices R. Wallfack Notary Public, Wexford County, Michigan My Commission Expires: 5-2-2024
	Piranha Hose Products, Inc., a Michigan corporation By Brian R. Bhh Its President Brian R. Bhk
	Its <u>President</u>
STATE OF MICHIGAN)	
)ss. COUNTY OF WEXFORD)	
On this the 17th day of April, 2019, before me President of Piranha Hose Products, Inc., foregoing instrument and acknowledged that he execution	a Michigan corporation who executed the
	-Trances Re Wallback
FRANCES R. WALLBANK NOTARY PUBLIC - STATE OF MICHIGAN	Notary Public, Wexford County, Michigan My Commission Expires: 5-2-2024

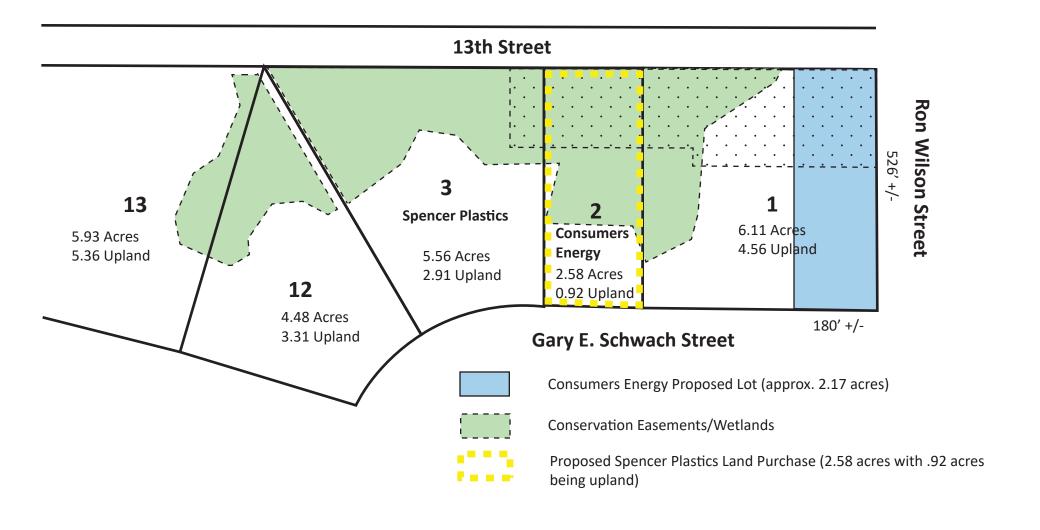
FRANCES R. WALLBANK
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WEXFORD
MY COMMISSION EXPIRES 05/02/2024
ACTING IN THE COUNTY OF Wexford

5

Consumers Energy Proposal

Consumers will relinquish Lot 2 (2.58 acres) in exchange for a portion of Lot 1 (2.17 acres)

Consumers will be going from .92 acres of upland on Lot 2 to 1.29 acres of upland on their portion of Lot 1 (in blue)



CADILLAC INDUSTRIAL FUND

RESOLUTION TO APPROVE SALE OF LOT 2 WITHIN JAMES E. POTVIN INDUSTRIAL PARK

At a meeting of the Board of the Cadillac Industrial Fund, Wexford County, Michigan, conducted electronically on the 12th day of February 2021.

PRESENT: Craig Hewett, Peter Stalker, Dean Dekryger, William Rzepka, Lee Richards, Jon Catlin, Lorri King, Eric Baker as voting members and Marcus Peccia, Bill Tencza and Caitlyn Gerard as non-voting members

ABSENT: Mike Hamner

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

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

WHEREAS, the City has indicated that it wishes to adopt an ordinance that approves the sale to Spencer Plastics, Inc. also referred to as Mesick Plastics, L.L.C. of real property owned by the City, described as that part of the NE ¼ of the NE ¼ of Section 31, T22N, R09W, City of Cadillac, Wexford County, Michigan, being described as: Lot 2 of James E. Potvin Industrial Park Subdivision, as recorded in the Wexford County Register of Deeds. Containing 2.58 acres ("Lot 2"); and

WHEREAS, the sale of Lot 2 described in the Ordinance is in the best interests of the public health, safety, and welfare.

Cadillac Industrial Fund Resolution No. 2021-___ Page 2 of 3

WHEREAS, the Protective Covenants and Restrictions for the James E. Potvin Industrial Park, Cadillac, Michigan, provide in Section 5 that "no parcel or lot in the Potvin Industrial Park shall be divided without the approval of the Cadillac Planning Board, the Cadillac Industrial Fund and the Zoning Administrator", and the Cadillac Planning Commission is the successor to the Cadillac Planning Board

NOW, THEREFORE, the Board of the Cadillac Industrial Fund, Wexford County, Michigan, resolves as follows:

- The Cadillac Industrial Fund hereby approves the sale to Spencer Plastics,
 Inc. or Mesick Plastics, L. L.C. of Lot 2.
- 2. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: 7

NAYS: 0

ABSENTION: 1

STATE OF MICHIGAN)
COUNTY OF WEXFORD)

I, Michael Hamner the Chairman of the Board of the Cadillac Industrial Fund, hereby certify this to be a true and complete copy of Resolution duly adopted at a meeting of the Cadillac Industrial Fund held on the 12th day of February 2021.

Cadillac Industrial Fund Resolution No. 2021-___ Page 3 of 3

By: MICHAEL HAMPEN

26499:00049:5214386-1

Council Communication

Re: Approval of a resolution to adopt an ordinance amending the city's zoning ordinance regarding uses permitted in business districts.

This proposed ordinance amendment is being proposed to make mixed-use projects allowable "by right" in our downtown business districts (B-1, B-2, and B-3). Similar to the zoning amendment which was recently approved for bicycle parking and sidewalks, this proposed ordinance is part of the process for the city to become a Redevelopment Ready Community through the State of Michigan. Becoming RRC certified is an essential step in maintaining grant eligibility with the Michigan Economic Development Corporation (MEDC). Maintaining our grant eligibility with MEDC will be critical for continuing to undertake redevelopment projects in our downtown.

Essentially this amendment will allow residential dwelling units on upper floors in the B-1, B-2 and B-3 zoning districts without the need to apply for a special use permit. It will also allow residential dwelling units by right on the first floor in the B-3 districts as long as it is outside of the Downtown Development Authority District.

The Planning Commission recommended approval of this ordinance to the City Council at their meeting held on January 25, 2021 by unanimous vote (6-0).

Recommended Action

To approve the RESOLUTION TO ADOPT AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING USES PERMITTED IN BUSINESS DISTRICTS.

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers
Bryan Elenbaas
Stephen King
Robert J. Engels

RESOLUTION NO. ____

RESOLUTION TO ADOPT AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING USES PERMITTED IN BUSINESS DISTRICTS

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 1st day March, 2021, at 6:00 p.m.

PRESENT:	
ABSENT:	
The following preamble and resolution was offered seconded by	byand

WHEREAS, pursuant to the Michigan Zoning Enabling Act, 2006 PA 110, the City has the authority to provide by zoning ordinance, for the regulation of land use and development in the City; and

WHEREAS, the City wishes to consider amendments to its zoning ordinance regarding principal and special land uses permitted in the B-1, B-2 and B-3 districts. Specifically, the ordinance would add residential dwelling units (except on the primary floor at grade level) as permitted uses in the B-1 and B-3 districts with certain restrictions, remove multi-family residential as a special land use in the B-1 district, add group shelters as a special land use in the B-2 district, and remove dwelling units above or below the primary floor at grade level as a special land use in the B-2 district; and

WHEREAS, on January 25, 2021, the Planning Commission held a public hearing on

City of Cadillac Resolution No. ____ Page 2 of 3

the proposed amendments (the "Ordinance" attached as Exhibit A); and

WHEREAS, the City Planning Commission recommended approval of the Ordinance to the City Council; and

WHEREAS, the City Council held a public hearing to consider adopting the Ordinance at its March 1, 2021 City Council meeting; and

WHEREAS, following the public hearing, the City has determined it is in the best interests of the health, safety and welfare of City residents to adopt the proposed ordinance.

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

- 1. Ordinance Amending Zoning Ordinance Regarding Uses Permitted in Business Districts (the "Ordinance," attached as Exhibit A) is hereby adopted.
 - 2. The Ordinance shall be filed with the City Clerk.
- 3. The City Clerk is directed to publish a Notice of Adoption within seven (7) days after its adoption.
- 4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS:	
NAYS:	
STATE OF MICHIGAN	
COUNTY OF WEXFORD	:

City of Cadillac Resolution No Page 3 of 3	
I, Sandra Wasson, City Clerk of the City of Cadillac, h complete copy of Resolution No, duly adopted at a held on the 1st day of March, 2021.	
	Sandra Wasson Cadillac City Clerk

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers Stephen King Robert J. Engels Bryan Elenbaas

ORDINANCE NO. 2021-04

AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING USES PERMITTED IN BUSINESS DISTRICTS

THE CITY OF CADILLAC ORDAINS:

Section 1.

The City hereby amends sections 46-372 and 46-374 of the City's Zoning Ordinance regarding permitted and special land uses in the B-1 Auxiliary Business District as follows:

Sec. 46-372. – Principal use permitted

The following principal uses are permitted in the B-1 auxiliary businesses districts:

- (1) Offices of a personal service professional or administrative nature and offices of communication media.
- (2) Restaurants or other establishments serving food or beverage, except those having the character of a drive-in.
- (3) Indoor commercial recreational facilities
- (4) Establishments providing overnight lodging accommodations.
- (5) Assembly establishments which provide entertainment or social activities.
- (6) Public or private educational facilities
- (7) Single-family residential, except on the primary floor at grade level
- (7) Residential dwelling units, except on the primary floor at grade level
- (8) Incidental accessory uses customarily related to the principal use.

Sec. 46-374. – Special land uses permitted.

The following uses of land and structures will be allowed as stipulated in Article VI of this chapter, special land use:

- (1) Marine and boat livery facilities including boat rental sales and service facilities.
- (2) Off-street parking areas or structures, either public or private, to afford necessary parking for nearby concerns.
- (3) Multi-family residential.
- (3) Group Shelter

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Section 2.

The City hereby amends section 46-397 of the City's Zoning Ordinance regarding special land uses in the B-2 Central Business District as follows:

Sec. 46-397. – Special land uses permitted.

The following uses of land and structure will be permitted as stipulated in Article VI of this chapter, special land use:

- (1) Open air businesses such as outdoor vendors. Open air markets, outdoor cafes, outdoor accommodations for patron use, but not including sidewalk cafes as defined by this chapter.
- (2) Off-street parking areas or structures, either public or private, to afford necessary parking for nearby concerns.
- (3) Establishments providing overnight lodging accommodations.
- (4) Drive-through financial institutions or drive-through components of financial institutions.
- (5) Dwelling units above or below the primary floor at street address grade level.
- (5) Group shelter

Section 3.

The City hereby amends section 46-426 of the City's Zoning Ordinance regarding uses permitted in the B-3 General Business District as follows:

Sec. 46-426 – Uses permitted.

In a general business district, no building or land shall be used and no building shall be erected except for one or more of the following specified uses unless otherwise provided in this chapter:

- (1) Any retail business or service establishment permitted in OS-1, OS-2, TS, B-1 and B-2 districts as principal uses permitted and uses permitted subject to special conditions.
- (2) Residential dwelling units, except units on the primary floor at grade level if the unit or units are located within the Downtown Development Authority District.
- (3) Auto washes when completely enclosed in a building.
- (4) Bus passenger stations
- (5) New and used car salesroom, showroom or office.
- (6) Other uses similar to the uses in this section.
- (7) Other structures and uses customarily incidental to the permitted uses in this section.

City of Cadillac
Ordinance No
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Section 4.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 5.

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

Section 6.

This Ordinance shall take effect twenty (20)	days after its adoption.
Approved thisday of, 2021.	
Sandra Wasson, Clerk	Carla J. Filkins, Mayor

Amendments to the Cadillac Zoning Ordinance to allow for mixed-use projects "by right" in the downtown.

Sec. 46-372 Principal uses permitted (B-1 District)

The current number 7 which states "Single-family residential, except on the primary floor at grade level" is being replaced with a new number 7 which states "Residential dwelling units, except on the primary floor at grade level"

The reason for this change is to use more precise language in referring to upper level residential units. The term single-family was omitted because it is usually used in reference to single-family homes. The term multiple-family was not used because that term is usually used in reference to apartment buildings. The term "residential dwelling units" is a more generic term and may appropriately be used in reference to either apartment units or condominium units without having any alternative reference to either single-family or multi-family buildings.

Sec. 46-374 Special land uses permitted. (B-1 District)

Item number 3 "Multi-family residential." Is being removed as a special land use.

The reason is that mixed-use projects have to be permitted "by right" which means they can't require a special land use.

"Group Shelter" which is currently an allowed special land use in the ordinance and identified as number 4 would change to number 3. The number "(3)" should be in red as the number has changed from 4 to 3.

Sec. 46-397- Special land uses permitted. (B-2 District)

The current number 5 in the zoning ordinance "Dwelling units above or below the primary floor at street address grade level." is being proposed for removal.

The reason for this again is because mixed-use projects have to be allowed "by right".

"Group shelter" which is currently allowed as a special land use in the ordinance as number 6 would be changed to number 5.

The number 5 should be in red and the name "Group shelter" should be in black as this is not a proposed change to the ordinance.

Sec. 46-426 - Uses Permitted. (B-3 District)

A new number 2 is being added which states "Residential dwelling units, except on the primary floor at grade level if located within the Downtown Development Authority District."

The reason for this change is that the residential component completes the spectrum of uses which the state would like to see in a mixed-use project. Inside the DDA District residential dwelling units would not be permitted on the grade level floor (1st story). This prohibition was created due to the need to have a concentration of people-oriented businesses (one's which may attract the average passerby on the street) in a high concentration on the core downtown blocks. This grade level prohibition in the B-3 District would not be in effect outside of the Downtown Development Authority District.

The uses identified as 2 through 6 in the current ordinance have been renumbered as 3 through 7. These uses are currently allowed in this district and no changes have been made.

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers Stephen King Robert J. Engels Bryan Elenbaas

RESOLUTION NO. 2021-____

RESOLUTION TO ADOPT ORDINANCE REGARDING ISSUANCE OF WATER SUPPLY SYSTEM REVENUE BONDS (JUNIOR LIEN), SERIES 2021

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, conducted electronically on the 1st day of March, 2021, at 6:00 p.m.

PRESENT:

ABSENT:	
The following preamble and resolution was offered by	and
seconded by	
WHEREAS, the City of Cadillac ("City") is authorized to issue revenue bo	nds
pursuant to Act 94, Public Acts of Michigan, 1933, as amended; and	

WHEREAS, the City Charter provides that before final adoption of such an ordinance, the Council shall hold a public hearing and shall publish notice prior to the hearing; and

WHEREAS, the City wishes to adopt an ordinance that authorizes the issuance of the Water Supply System Revenue Bonds (Junior Lien), Series 2021 (the "Series 2021 Bonds") to obtain funds for the acquisition, construction, installation, repair and improvements to the City's water system, including water line construction and replacements, pipes, wells,

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pumps and related street infrastructure, together with all necessary interests in land, and all related sites, structures, equipment, appurtenances and attachments (the "Project").

WHEREAS, the City Clerk published a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, in accordance with the Charter. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

WHEREAS, a public hearing regarding the Ordinance was held electronically on the $1^{\rm st}$ day of March 2021, at 6:00 p.m.

WHEREAS, the issuance of the Series 2021 Bonds described in the Ordinance is in the public interest.

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

- 1. The City adopts Ordinance No. 2021-____, Ordinance Regarding Issuance of Water Supply System Revenue Bonds (Junior Lien), Series 2021 (the "Ordinance," attached as Exhibit 1).
- 2. The Mayor and the City Clerk are authorized to execute any and all documents, and to take any and all actions, as may be necessary or appropriate, to issue the Series 2021 Bonds.
- 3. A copy of the Ordinance is available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

4. Any and all	resolutions that are	in conflict with this Resolution are hereby
repealed to the extent nec	essary to give this Res	olution full force and effect.
YEAS:		
NAYS:		
STATE OF MICHIGAN)	
	•	dillac, hereby certify this to be a true and y adopted at a meeting of the City Council
held on the 1 st of March, 2	· · · · · · · · · · · · · · · · · · ·	, 1
		Sandra Wasson City Clerk

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EXHIBIT 1

Ordinance No. 2021-____

ORDINANCE NO. 2021-____

AN ORDINANCE TO PROVIDE FOR THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, EXTENSIONS AND IMPROVEMENTS TO THE WATER SUPPLY OF THE CITY OF CADILLAC; TO PROVIDE FOR THE ISSUANCE AND SALE OF JUNIOR LIEN REVENUE BONDS TO PAY THE COST THEREOF; TO PRESCRIBE THE FORM OF THE BONDS; TO PROVIDE FOR THE COLLECTION OF REVENUES FROM THE SYSTEM SUFFICIENT FOR THE PURPOSE OF PAYING THE COSTS OF OPERATION AND MAINTENANCE OF THE SYSTEM AND TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; TO PROVIDE FOR THE SEGREGATION AND DISTRIBUTION OF THE REVENUES; TO PROVIDE FOR THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR OTHER MATTERS RELATING TO THE BONDS AND THE WATER SYSTEM.

THE CITY OF CADILLAC ORDAINS:

<u>Section 1</u>. <u>Definitions</u>. Whenever used in this Ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

- (a) "Act 94" means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) "Authority" means the Michigan Finance Authority.
- (c) "Authorized Officers" means the Mayor, the City Clerk, the City Manager and the City Director of Finance, or any one of them.
- (d) "Bonds" means the Water Supply System Revenue Bonds (Junior Lien), Series 2021, together with any additional bonds heretofore or hereafter issued of equal standing with the Series 2021 Bonds.
- (e) "EGLE" means the Michigan Department of Environment, Great Lakes, and Energy.
 - (g) "Engineers" means Capital Consultants dba C2AE.
 - (h) "Issuer" means the City of Cadillac, County of Wexford, Michigan.
- (i) "Junior Lien Bonds" means the Series 2021 Bonds, and any additional bonds that are of equal standing with the Series 2021 Bonds, and junior in standing to the Senior Lien Bonds.

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- (j) "Outstanding Bonds" means the Issuer's Water Supply and Wastewater System Junior Revenue Bond, Series 2007, dated September 20, 2007, Water Supply and Wastewater System Revenue and Revenue Refunding Bonds, Series 2011, dated September 23, 2011, and Water Supply and Wastewater System Revenue and Revenue Refunding Bonds, Series 2013, dated July 19, 2013.
- (k) "Prior Ordinances" means, collectively, the ordinances and resolutions adopted by the City Council authorizing the issuance of the Outstanding Bonds.
- (l) "Project" means the acquisition, construction, installation, repair and improvements to the City's water system, including water line construction and replacements, pipes, wells, pumps and related street infrastructure, together with all necessary interests in land, and all related sites, structures, equipment, appurtenances and attachments.
- (m) "Purchase Contract" means the purchase contract to be entered into between the Authority and the Issuer relating to the purchase by the Authority of the Series 2021 Bonds.
- (n) "Revenues" and "Net Revenues" means the revenues and net revenues of the System and shall be construed as defined in Section 3 of Act 94, including with respect to "Revenues", the earnings derived from the investment of moneys in the various funds and accounts established by the Prior Ordinances and this Ordinance.
- (o) "Senior Lien Bonds" means the Outstanding Bonds and any additional bonds issued pursuant to the Prior Ordinances that are of equal standing and priority of lien with the Outstanding Bonds.
- (p) "Series 2021 Bonds" means the Water Supply System Revenue Bonds (Junior Lien), Series 2021, in the principal amount of not to exceed \$11,000,000 issued pursuant to this Ordinance.
- (q) "Sufficient Government Obligations" means direct obligations of the United States of America or obligations the principal and interest on which is fully guaranteed by the United States of America, not redeemable at the option of the Issuer, the principal and interest payments upon which without reinvestment of the interest, come due at such times and in such amounts as to be fully sufficient to pay the interest as it comes due on the Bonds and the principal and redemption premium, if any, on the Bonds as it comes due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the paying agent.
- (r) "Supplemental Agreement" means the supplemental agreement among the Issuer, the Authority and EGLE relating to the Series 2021 Bonds.

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(s) "System" means the entire Water Supply System of the Issuer, including the Project and all additions, extensions and improvements hereafter acquired.

<u>Section 2</u>. <u>Necessity; Approval of Plans and Specifications</u>. It is hereby determined to be a necessary public purpose of the Issuer to acquire and construct the Project in accordance with the plans and specifications prepared by the Engineers, which plans and specifications are hereby approved.

<u>Section 3</u>. <u>Costs; Useful Life</u>. The cost of the Project is estimated not to exceed Eleven Million Dollars (\$11,000,000), including the payment of incidental expenses as specified in Section 4 of this Ordinance, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the Project is estimated to be not less than forty (40) years.

Section 4. Payment of Cost; Bonds Authorized. To pay part of the cost of acquiring and constructing the Project, legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2021 Bonds, the Issuer shall borrow the sum of not to exceed Eleven Million Dollars (\$11,000,000), or such lesser amount as shall have been advanced to the Issuer pursuant to the Purchase Contract and the Supplemental Agreement, and issue the Series 2021 Bonds pursuant to the provisions of Act 94. The remaining cost of the Project, if any, shall be defrayed from Issuer funds on hand and legally available for such use.

Except as amended by or expressly provided to the contrary in this Ordinance, all of the provisions of the Prior Ordinances shall apply to the Series 2021 Bonds issued pursuant to this Ordinance, the same as though each of said provisions were repeated in this Ordinance in detail; the purpose of this Ordinance being to authorize the issuance of additional revenue bonds of subordinate lien with respect to the Outstanding Bonds to finance the cost of acquiring and constructing additions, extensions and improvements to the System, additional bonds of subordinate standing with the Outstanding Bonds for such purpose being authorized by the provisions of the Prior Ordinances, upon the conditions therein stated, which conditions have been fully met.

Section 5. Issuance of Series 2021 Bonds; Details. The Series 2021 Bonds of the Issuer, to be designated WATER SUPPLY SYSTEM REVENUE BONDS (JUNIOR LIEN), SERIES 2021, are authorized to be issued in the aggregate principal sum of not to exceed Eleven Million Dollars (\$11,000,000) for the purpose of paying part of the cost of the Project, including the costs incidental to the issuance, sale and delivery of the Series 2021 Bonds. The Series 2021 Bonds shall be payable out of the Net Revenues, as set forth more fully in Section 8 hereof, provided that the Series 2021 Bonds shall be subordinate to the prior liens with respect to the Net Revenues in favor of the Outstanding Bonds and of any additional bonds of equal standing with the Outstanding Bonds hereafter issued. The Series 2021 Bonds shall be in the form of a single fully-registered, nonconvertible bond of the denomination of the full principal amount thereof, dated as of the date of delivery, payable in principal installments as finally determined at the time of sale of the Series 2021 Bonds and approved by the Authority and an Authorized Officer. Subject to such agreed determinations, principal installments of the Series 2021 Bonds shall be payable on April 1 of the years 2023 through 2052, inclusive, or such other payment dates as hereinafter provided. Interest on the Series 2021 Bonds shall be payable on

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October 1, April 1, and June 30 of each year, commencing October 1, 2021 or on such other interest payment dates as hereinafter provided. Final determination of the principal amount of and interest on the Series 2021 Bonds and the payment dates and amounts of principal and interest installments of the Series 2021 Bonds shall be evidenced by execution of the Purchase Contract and each of the Authorized Officers is authorized and directed to execute and deliver the Purchase Contract when it is in final form and to make the determinations set forth above; provided, however, that the first principal installment shall be due no earlier than April 1, 2023 and the final principal installment shall be due no later than April 1, 2052 and that the total principal amount shall not exceed \$11,000,000.

The Series 2021 Bonds shall bear interest at a rate of two and one-eighth percent (2.125%) per annum on the par value thereof or such other rate as evidenced by execution of the Purchase Contract, but in any event not to exceed the rate permitted by law, and any Authorized Officers as shall be appropriate shall deliver the Series 2021 Bonds in accordance with the delivery instructions of the Authority.

The principal amount of the Series 2021 Bonds is expected to be drawn down by the Issuer periodically, and interest on principal amount shall accrue from the date such principal amount is drawn down by the Issuer.

The Series 2021 Bonds shall not be convertible or exchangeable into more than one fully-registered bond. Principal of and interest on the Series 2021 Bonds shall generally be payable as provided in the Series 2021 Bonds form in this Ordinance.

The Series 2021 Bonds shall be subject to optional redemption by the Issuer with the prior written approval of the Authority and on such terms as may be required by the Authority.

The City Clerk shall record on the registration books payment by the Issuer of each installment of principal or interest or both when made and the cancelled checks or other records evidencing such payments shall be returned to and retained by the City Clerk.

Upon payment by the Issuer of all outstanding principal of and interest on the Series 2021 Bonds, the Authority shall deliver the Series 2021 Bonds to the Issuer for cancellation.

<u>Section 6</u>. <u>Execution of Series 2021 Bonds</u>. The Series 2021 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk and shall have the corporate seal of the Issuer or facsimile thereof impressed thereon. The Series 2021 Bonds bearing the manual or facsimile signatures of the Mayor and the City Clerk sold to the Authority shall require no further authentication.

Section 7. Registration and Transfer. Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the transfer agent shall authenticate and deliver a new Bond or

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Bonds, for like aggregate principal amount. The transfer agent shall require payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer. The Issuer shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the giving of a notice of redemption of Bonds selected for redemption as described in the form of Series 2021 Bonds contained in Section 13 of this Ordinance and ending at the close of business on the day of that giving of notice, or (ii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part. The Issuer shall give the transfer agent notice of call for redemption at least 20 days prior to the date notice of redemption is to be given.

The transfer agent shall keep or cause to be kept at its principal office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and upon presentation for such purpose the transfer agent shall under such reasonable regulations as it may prescribe transfer or cause to be transferred on said books Bonds as hereinbefore provided.

If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bond, shall execute, and the transfer agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the transfer agent of the mutilated Bond. If any Bond issued under this Ordinance shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the transfer agent and, if this evidence is satisfactory to both and indemnity satisfactory to the transfer agent shall be given, and if all requirements of any applicable law including Act 354, Public Acts of Michigan, 1972, as amended ("Act 354"), have been met, the Issuer, at the expense of the owner, shall execute, and the transfer agent shall thereupon authenticate and deliver, a new Bond of like tenor and bearing the statement required by Act 354, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the transfer agent may pay the same without surrender thereof.

Section 8. Payment of Series 2021 Bonds; Security; Priority of Lien. Principal of and interest on the Series 2021 Bonds shall be payable from the Net Revenues and, after taking into account the Net Revenues, ad valorem taxes levied on all taxable property in the Issuer's boundaries. There is hereby recognized the statutory lien upon the whole of the Net Revenues created by this Ordinance which shall be a lien that is junior and subordinate to the lien of the Senior Lien Bonds created by the Prior Ordinances, to continue until payment in full of the principal of and interest on all Bonds payable from the Net Revenues, or until sufficient cash or Sufficient Government Obligations have been deposited in trust for payment in full of all Bonds of a series then outstanding, principal and interest on such Bonds to maturity, or, if called for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of cash or Sufficient Government Obligations, as provided in the previous sentence, the statutory lien shall be terminated with respect to that series of Bonds, the holders of that series shall have no further rights under the Prior Ordinances or this Ordinance except for payment from the deposited funds, and the Bonds of that series shall no longer be considered to be outstanding under the Prior Ordinances or this Ordinance.

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Section 9. Management; Fiscal Year. The operation, repair and management of the System and the acquiring and constructing of the Project shall continue to be under the supervision and control of the Issuer. The Issuer may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The Issuer may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The System shall be operated on the basis of an operating year which shall coincide with the Issuer's fiscal year.

Section 10. Rates and Charges; No Free Service. The rates and charges for service furnished by the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this Ordinance. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm, or corporation, public or private, or to any public agency or instrumentality, including the Issuer.

<u>Section 11</u>. <u>Funds and Accounts; Flow of Funds</u>. The funds and accounts established by the Prior Ordinances are hereby continued, the flow of funds established by the Prior Ordinances, as amended, is hereby continued, and the applicable sections of the Prior Ordinances, as amended, relating to funds and accounts and flow of funds are incorporated herein by reference as if fully set forth.

Section 12. Bond Proceeds. The proceeds of the sale of the Series 2021 Bonds as received by the Issuer shall be deposited in a separate account in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated WATER SUPPLY SYSTEM REVENUE BONDS (JUNIOR LIEN), SERIES 2021 CONSTRUCTION FUND (the "Construction Fund"). Moneys in the Construction Fund shall be applied solely in payment of the cost of the Project and any engineering, legal and other expenses incident thereto and to the financing thereof.

<u>Section 13</u>. <u>Bond Form</u>. The Series 2021 Bonds shall be in substantially the form of the attached Exhibit A, with such changes or completion as necessary or appropriate to give effect to the intent of this Ordinance.

Section 14. Bondholders' Rights; Receiver. The holder or holders of the Bonds representing in the aggregate not less than twenty per cent (20%) of the entire principal amount thereof then outstanding, may, by suit, action, mandamus or other proceedings, protect and enforce the statutory lien upon the Net Revenues of the System, and may, by suit, action, mandamus or other proceedings, enforce and compel performance of all duties of the officers of the Issuer, including the fixing of sufficient rates, the collection of Revenues, the proper segregation of the Revenues of the System and the proper application thereof. The statutory lien upon the Net Revenues, however, shall not be construed as to compel the sale of the System or any part thereof.

If there is a default in the payment of the principal of or interest upon the Series 2021 Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of the court, and by and

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with the approval of the court to perform all of the duties of the officers of the Issuer more particularly set forth herein and in Act 94.

The holder or holders of the Series 2021 Bonds shall have all other rights and remedies given by Act 94 and law, for the payment and enforcement of the Series 2021 Bonds and the security therefor.

<u>Section 15</u>. <u>Additional Bonds</u>. The Issuer may issue additional bonds of equal standing with the Series 2021 Bonds for the following purposes and subject to the following conditions:

- (a) To complete the Project in accordance with the plans and specifications therefor. Such bonds shall not be authorized unless the engineers in charge of construction shall execute a certificate evidencing the fact that additional funds are needed to complete the Project in accordance with the plans and specifications therefor and stating the amount that will be required to complete the Project. If such certificate shall be so executed and filed with the Issuer, it shall be the duty of the Issuer to provide for and issue additional revenue bonds in the amount stated in said certificate to be necessary to complete the Project in accordance with the plans and specifications plus an amount necessary to issue such bonds or to provide for part or all of such amount from other sources.
- (b) For subsequent repairs, extensions, enlargements and improvements to the System and for the purpose of refunding part or all of the Junior Lien Bonds then outstanding and paying costs of issuing such additional Junior Lien Bonds. Junior Lien Bonds for such purposes shall not be issued pursuant to this subparagraph (b) unless the Adjusted Net Revenues of the System for the then last two (2) preceding twelve-month operating years or the Adjusted Net Revenues for the last preceding twelve-month operating year, if the same shall be lower than the average, shall be equal to at least one hundred percent (100%) of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Senior Lien Bonds, Junior Lien Bonds and on the additional Bonds then being issued. If the additional Junior Lien Bonds are to be issued in whole or in part for refunding outstanding Junior Lien Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Junior Lien Bonds to be refunded from the proceeds of the additional Junior Lien Bonds. For purposes of this subparagraph (b), the Issuer may elect to use as the last preceding operating year any operating year ending not more than sixteen (16) months prior to the date of delivery of the additional Junior Lien Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight (28) months prior to the date of delivery of the additional Junior Lien Bonds. Determination by the Issuer as to existence of conditions permitting the issuance of additional Junior Lien Bonds shall be conclusive. No additional Junior Lien Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the Issuer shall then be in default in making its required payments to the operation and maintenance fund of the System.

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(c) For refunding a part or all of the Junior Lien Bonds then outstanding and paying costs of issuing such additional Junior Lien Bonds including deposits which may be required to be made to the bond reserve account for such Junior Lien Bonds. No additional Junior Lien Bonds shall be issued pursuant to this subsection unless the maximum amount of principal and interest maturing in any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

Section 16. Negotiated Sale; Application to EGLE and Authority; Execution of Documents. The Issuer determines that it is in the best interest of the Issuer to negotiate the sale of the Series 2021 Bonds to the Authority because the State Drinking Water Revolving Fund and other financing programs provide significant interest savings to the Issuer compared to competitive sale in the municipal bond market. The Authorized Officers are hereby authorized to make application to the Authority and to the EGLE for placement of the Series 2021 Bonds with the Authority. The actions taken by the Authorized Officers with respect to the Series 2021 Bonds prior to the adoption of this Ordinance are ratified and confirmed. The Authorized Officers are authorized to execute and deliver the Purchase Contract, the Supplemental Agreement, the Issuer's Certificate and any other appropriate documents. Any Authorized Officer is further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the Series 2021 Bonds for the Drinking Water Revolving Fund or other programs.

Section 17. Covenant Regarding Tax Exempt Status of the Bonds. The Issuer shall, to the extent permitted by law, take all actions within its control necessary to maintain the exemption of the interest on the Series 2021 Bonds from general federal income taxation (as opposed to any alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditure and investment of Series 2021 Bond proceeds and moneys deemed to be Bond proceeds.

<u>Section 18. Approval of Bond Counsel.</u> The representation of the Issuer by Foster, Swift, Collins, & Smith, P.C. ("Foster Swift"), as bond counsel is hereby approved.

Section 19. Approval of Bond Details. The Authorized Officers are each hereby authorized to adjust the final bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters, provided that the principal amount of Series 2021 Bonds issued shall not exceed the principal amount authorized in this Ordinance, the interest rate per annum on the Series 2021 Bonds shall not exceed two and one-eighths percent (2.125%) per annum, and the Series 2021 Bonds shall mature in not more than forty (40) annual installments.

City of Cadillac	
Resolution No. 2021	
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- <u>Section 20</u>. <u>Savings Clause</u>. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, repealed.
- Section 21. Severability; Paragraph Headings; and Conflict. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. The paragraph headings in this Ordinance are furnished for convenience of reference only and shall not be considered to be part of this Ordinance.
- Section 22. <u>Publication and Recordation</u>. This Ordinance shall be published in full in the *Cadillac Evening News*, a newspaper of general circulation of the Issuer qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the Issuer and such recording authenticated by the signatures of the Mayor and the City Clerk.

<u>Section 23</u>. <u>Effective Date</u>. This Ordinance shall be effective upon its adoption and publication.

ADOPTED AND SIGNED THIS day of	, 2021.
Signed	Carla J. Filkins, Mayor
Signed	Sandra Wasson, City Clerk

Page 14 o	of 20		
Ordinance Michigar that said full comp other app	HEREBY CERTIFY that the foregoing constitutes a true and complete copy of an ee duly adopted by the City Council of the City of Cadillac, County of Wexford, at a meeting conducted electronically held on the day of, 2021, and meeting was conducted and public notice of said meeting was given pursuant to and in pliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and blicable laws and orders, and that the minutes of said meeting were kept and will be or n made available as required by said Act.		
I	further certify that the following Members were present at said meeting:		
an	nd that the following Members were absent:		
I further certify that Member moved for adoption of Ordinance, and that said motion was supported by Member I further certify that the following Members voted for adoption of said Ordinance:			
	further certify that said Ordinance has been recorded in the Ordinance Book and that ording has been authenticated by the signatures of the Mayor and the City Clerk.		

Sandra Wasson, City Clerk

City of Cadillac Resolution No. 2021-___ City of Cadillac Resolution No. 2021-___ Page 15 of 20

EXHIBIT A

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF WEXFORD

CITY OF CADILLAC

WATER SUPPLY SYSTEM REVENUE BONDS (JUNIOR LIEN), SERIES 2021

REGISTERED OWNER:	Michigan Finance Authority	
PRINCIPAL AMOUNT:		Dollars (\$,000)
DATE OF ORIGINAL ISSU	UE:, 2021	

The CITY OF CADILLAC, County of Wexford, State of Michigan (the "City"), for value received, hereby promises to pay, out of the hereinafter described Net Revenues of the City's Water Supply (hereinafter defined), to the Michigan Finance Authority (the "Authority"), or registered assigns, the Principal Amount shown above, or such portion thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environmental Quality, in lawful money of the United States of America, unless prepaid prior thereto as hereinafter provided.

During the time the Principal Amount is being drawn down by the City under this bond, the Authority will periodically provide to the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding Principal Amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

City of Cadillac Resolution No. 2021-___ Page 16 of 20

Notwithstanding any other provision of this bond, as long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at such place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least thirty (30) days prior to the date on which such redemption is to be made.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent (2%) above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

For prompt payment of principal and interest on this bond, the City has irrevocably pledged the revenues of the Water Supply System of the City, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created which is junior in standing and priority of lien as to the prior lien of the City's Water Supply and Wastewater System Revenue and Revenue Refunding Bonds, Series 2011, and Water Supply and Wastewater System Revenue and Revenue Refunding Bonds, Series 2013 (together, the "Outstanding Bonds") of the City and of any additional bonds of the City of equal standing and priority of lien with the Outstanding Bonds.

This bond is a single, fully-registered, non-convertible bond in the principal sum indicated above issued pursuant to Ordinance No. _____ duly adopted by the City Council of the City (the "Ordinance") and the Prior Ordinances and resolutions authorizing issuance of the Outstanding Bonds (the "Prior Ordinances"), and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended, for the purpose of paying part of the cost of acquiring and constructing additions, extensions and improvements to the System of the City.

City of Cadillac Resolution No. 2021-___ Page 17 of 20

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of superior and equal standing may hereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance and the Prior Ordinances.

This bond is a self-liquidating bond, payable, both as to principal and interest, from the Net Revenues of the System. The principal of and interest on this bond are secured by the statutory lien hereinbefore mentioned.

The City has covenanted and agreed, and does hereby covenant and agree, to fix and maintain at all times while any bonds payable from the Net Revenues of the System shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the interest upon and the principal of this bond and any bonds of equal standing with this bond, the Outstanding Bonds and any additional bonds of equal standing with the Outstanding Bonds, as and when the same shall become due and payable, and to maintain a bond redemption fund (including, except for bonds of this issue, a bond reserve account) therefor, to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to provide for such other expenditures and funds for the System as are required by the Ordinance and the Prior Ordinances.

Principal installments of this bond are subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

This bond is transferable only upon the books of the City by the registered owner in person or the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the transfer agent, duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

City of Cadillac				
Resolution No. 2021				
Page 18 of 20				

IN WITNESS WHEREOF, the City of Cadillac, County of Wexford, State of Michigan, by its City Council has caused this bond to be executed with the manual or facsimile signatures of its Mayor and its City Clerk and the corporate seal of the City to be impressed hereon, all as of the Date of Original Issue.

CITY OF CADILLAC

	By Carla J. Filkins Mayor
(Seal)	•
Countersigned:	
Sandra Wasson, City Clerk	

City of Cadillac Resolution No. 2021-___ Page 19 of 20

SCHEDULE A

Based on the schedule provided below, unless revised as provided in this paragraph or the Ordinance, repayment of the principal of the bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the Issuer.

Maturity Date	Principal Amount
April 1, 2023	To Be Determined by an
April 1, 2024	Authorized Officer as to
April 1, 2025	each Principal Amount.
April 1, 2026	-
April 1, 2027	
April 1, 2028	
April 1, 2029	
April 1, 2030	
April 1, 2031	
April 1, 2032	
April 1, 2033	
April 1, 2034	
April 1, 2035	
April 1, 2036	
April 1, 2037	
April 1, 2038	
April 1, 2039	
April 1, 2040	
April 1, 2041	
April 1, 2042	
April 1, 2043	
April 1, 2044	
April 1, 2045	
April 1, 2046	
April 1, 2047	
April 1, 2048	
April 1, 2049	
April 1, 2050	
April 1, 2051	
April 1, 2052	

City of Cadillac Resolution No. 2021-___ Page 20 of 20

Interest on the bond shall accrue on principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of 2.125% per annum, payable October 1, 2021, and on each April 1, June 30, and October 1 thereafter.

COUNCIL COMMUNICATION

Re: Reappointment to Board of Review – Barb Johns

Barb Johns has indicated her interest in being reappointed to serve on the Board of Review as a Fourth Ward Representative. Barb has served on the Board of Review since 1998.

Recommended Council Action:

Motion to reappoint Barb Johns to the Board of Review for a 2-year term, expiring on 3/02/2023.

COUNCIL COMMUNICATION

Re: Reappointment to Construction Board of Appeals – Randy Norman

Randy Norman has expressed interest in continuing his service on the Construction Board of Appeals for another 2-year term. He was originally appointed in 2015.

Recommended Council Action:

Motion to reappoint Randy Norman to a 2-year term on the Construction Board of Appeals, which will end on 3/02/2023.

Council Communication

Re: Approval of ADA ramp

The lower-level space at 115 N. Mitchell Street is being remodeled for use as a recreational marihuana retail store by Fresh Coast Provisioning. The city's marihuana ordinance limits access to this type of retail store to a rear entrance only (an entrance from Mitchell Street is prohibited). The rear entrance had to be redesigned to be ADA accessible, and unique structural issues in the building did not allow for adjusting grades internal to the building.

The Planning Commission approved a special use permit for Fresh Coast Provisioning at their meeting on October 26, 2020 by a unanimous vote, and approved their site plan contingent upon the ramp being approved by Ken Payne, our Public Works Operations Manager, Connie Houk, our Engineer with Prein &Newhof, and City Council. This condition of approval was necessary because the ramp extends into the Elk Avenue right-of-way by 4 feet. ECEK Holdings LLC (owner of the building) did apply for a right-of-way construction permit for their ramp on January 14, 2021, and it was approved by Ken and Connie respectively after their review, and installed, albeit prior to final Council consideration.

Currently, there is a canopy at the same entrance where the ramp is located which was constructed in 2011 that also extends 4-feet into the right-of-way and given the encroachment of the canopy and the ramp, there remains an unobstructed 22-feet for the two, two-way lanes in Elk Avenue that meets our zoning ordinance requirement for two-way circulation.

Recommended Action

Approve the encroachment into Elk Avenue for the ADA ramp for 115 N. Mitchell as designed and included in the January 14, 2021 Right-of-Way Construction Permit applied for by ECEK Holdings LLC, and approved by Engineering on January 13, 2021.



200 N. Lake St. Cadillac, MI 49601 (231)775-0181 Permit No. $\bigcirc 2 - 2/$

Permit Fee: \$ 20.00

Right-Of-Way Construction Permit/ Application Form

Project Address: 113 N. Mitzell St. Date of Application: 1-14-2021 Parcel ID: 10-086-00-026-00
Applicant: ECEK HOLDENK-S, LLC Phone: 231-637-8-229 Address: 900 E, Fout St. Ste. 205 Email Address: John Kola resk e genail. com Is Applicant also Owner: December 1985
Is Applicant also the Contractor: Tyes Tho Contractor: Orshal Construction Phone: 231-920-1262 Address: 1759 E. Lake Mitchell Dr. Cad, lac Zip: 49601 Project Description Add Handicap Camp to rear enteronce
Please attach a sketch of project
Owner's SignatureContractor's Signature
A driveway apron must be paved within 30 days of any curb cut.

INSURANCE REQUIREMENTS:

Before a permit is issued the Contractor/applicant must show proof of liability insurance with completed operations and projects issued to the City, with a min of \$100,000 bodily injury and \$50,000 property damage to cover the required work within the street right-of-way. A ten-day cancellation clause to the City of Cadillac must be included.

THIS PERMIT IS GOOD FOR 30 DAYS FROM DATE OF ISSUANCE: Please Call Connie Houk (231) 468-3456 for Form Inspection

APPOVED BY: Brown J. Jock

See 2nd page of form for curb cut requirements Please call MISS DIG at 1-800-482-7171

Date: 1-13-21

FORM INSPECTED BY:

Date:

NOTES:

- 1. EXISTING USE: RETAIL
- 2. PROPOSED USE: RETAIL SALES (ADULT USE MARIJUANA)
- 3. FOR DETAILED DIMENSIONS OF BUILDING, SEE ARCHITECTURAL PLANS.
- 4. BUILDING, PAVING AND SIDEWALKS ARE EXISTING, NO ADDITIONAL HARD SURFACE IS PROPOSED. SITE WILL CONTINUE WITH TO USE EXISTING SITE DRAINAGE.
- 5. BUILDING IS EXISTING AND WILL CONTINUE TO USE EXISTING UTILITY CONNECTIONS. NO NEW ADDITIONS ARE BEING PROPOSED THAT WOULD REQUIRE ADDITIONAL OR UPGRADED UTILITIES.
- 6. ALL SIGNS WILL BE BUILDING MOUNTED AND COMPLY WITH CITY ORDINANCE STANDARDS. SIGN PERMITS TO BE OBTAINED FOLLOWING CITY LAND USE PERMITTING.
- 7. PROJECT TO BE COMPLETED IN ONE PHASE, CONSISTING OF BUILDING RENOVATION AND CREATION OF NEW USE.
 - ALL EXISTING SITE FEATURES AND BOUNDARY INFORMATION USED TO CREATE THE BASE MAP WERE BASED UPON AERIAL PHOTOGRAPHS AND PLAT MAPS, AND ARE ILLUSTRATED ON THIS PLAN FOR PLANNING PURPOSES ONLY. NO TITLE WORK, BOUNDARY, TOPOGRAPHIC OR SOIL SURVEYS HAVE BEEN PERFORMED. MANSFIELD LAND USE CONSULTANTS MAKES NO GUARANTEE TO THE CORRECTNESS NOR THE COMPLETENESS OF THIS INFORMATION.

PARCEL INFORMATION:

OWNER: ECEK HOLDING LLC

900 E. FRONT STREET TRAVERSE CITY, MI 49686

DEVELOPER:

FRESH COAST PROVISIONING

NICK PEIDMONTE

101 M-66

CHARLEVOIX, MI 49770

231-347-7302

PARCEL ID:

10-086-00-026-00

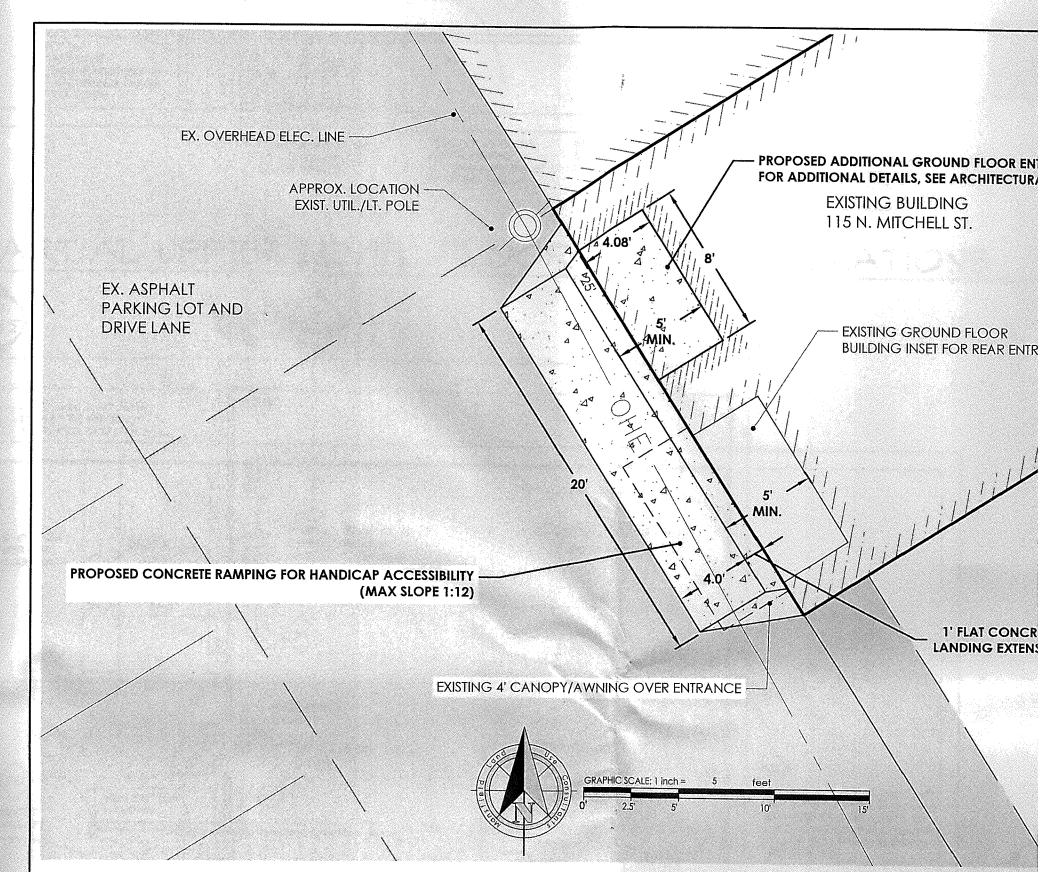
PARCEL ADDRESS: 115 N. MITCHELL STREET

CADILLAC, MI 49601

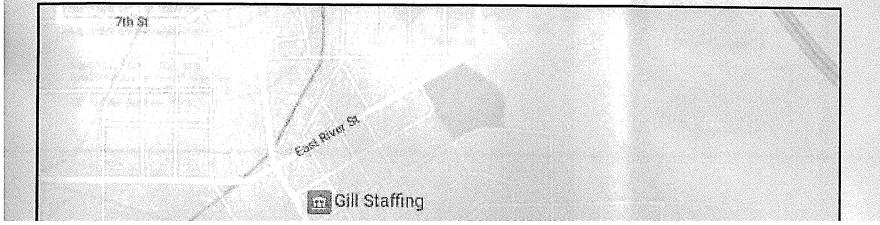
PARCEL AREA: 3,125 S.F. ±

ZONING DISTRICT: B-2
PARCEL TAX DESCRIPTION:

N. $\frac{1}{2}$ EX: W 25 FT OF LOT 4, BLI REVISED PLAT OF THE VILLAG CITY OF CADILLAC



REAR BUILDING DETAIL



Council Communication

Re: Police Utility Interceptor Purchase

The City received bids for two (2) new Ford Utility Police Interceptor vehicle. The following bids were received:

Dealer	Bid Price
Signature Ford Owosso, Michigan	\$69,730
Jorgensen Ford Detroit, Michigan	\$70,743

Recommended Action:

It is recommended that the purchase of two (2) new Ford Police Utility Interceptors be awarded to Signature Ford of Owosso, Michigan in the amount of \$69,730. Funds will be available in the FY2021 budget in the General Fund.

Council Communication

Re: Agreement for Services for Certified Income Survey

To be eligible to apply for future grant funding through the federal Community Development Block Grant (CDBG) program, the City is required to have a certified income survey conducted in accordance with HUD income survey guidelines to determine the percentage of low-and-moderate income residents.

The City received a proposal from Lake Superior State University (LSSU), an institution certified by the Michigan Economic Development Corporation (MEDC) to conduct the necessary survey. Other certified institutions in the State were contacted, however the City was informed that either they were not currently conducting any inperson surveys or they had not responded to the inquiry.

LSSU proposed to conduct the survey for \$14,731. Timing with LSSU is such that affirmative consideration tonight will enable them to survey Cadillac this spring, which is important in order to quickly determine the City's eligibility for future CDBG grant funding options. Funding for the survey was appropriated in the prior fiscal year for \$30,000. However, due to pandemic-related shutdowns, no institutions were available to complete the survey until recently.

Recommended Action

It is recommended that City Council waive competitive bidding for the certified income survey and authorize the City Manager to execute the agreement with Lake Superior State University to conduct the study for the amount of \$14,731. Subsequent action will be recommended to re-appropriate funds for this contract into the FY2021 budget to cover the survey expenses and related cost.



02/17/2021

This is a letter of agreement to conduct a certified income survey for the City of Cadillac, Michigan (hereafter known as "City") in accordance with HUD income survey guidelines to determine the percentage of Low-and-Moderate Income (LMI) residents within the designated area.

This agreement and cost estimate is predicated upon the City mailing out approved letters informing selected residents (354 households for the primary sampling frame and an additional 120 for the secondary, replacement sample [total 474]) of the upcoming survey before researchers begin door-to-door data collection. The City would also be required to submit an approved notice to the local newspaper informing residents of the study and to maintain a public notice in the paper during the period of time in which data is gathered. Finally, the City would need to assist in legitimizing our inquiries with local owners/managers of multi-residence dwellings who might otherwise be reluctant to allow field workers access to their residents, to inform local law enforcement that LSSU is collecting data requested by the city, and to post a notice on the city website informing residents that the survey is in progress and asking for their participation.

Our next available window allows us to begin collecting data on Saturday, May 1st, with the report being certified and submitted to the city no later than Tuesday, June 1st, baring changes to local or state COVID ordinances. To meet this timeframe, approved letters would need to be mailed to residents on Monday, April 26th with approved notice appearing on the city webpage beginning the same day (Monday, April 26th). A short notice will also need to be published in the local paper and run from Friday, April 30th until Sunday, May 9th. 50% of the project cost would need to be paid before work commences, with the remainder due upon submission of the certified results. *The project timeline will not be locked in until the first payment is received. While we guarantee the accuracy of the information compiled, there is no guarantee that the designated study area will be one in which 51% of residents are below HUD LMI levels.*

Please indicate your acceptance of these terms by signing this letter of agreement and emailing a scanned copy to rmauldin@lssu.edu. The estimate provided is based upon the 4,474 residential units identified by the City of Cadillac. These costs will not increase unless the number of residences in the study area increases by 30 or more units.

Cost of HUD LMI Survey for the City of Cadillac

\$1,000
\$1,600
\$500
\$1,100
\$950
\$750
\$6,850
\$460
\$2,521

R. Kirk Mauldin, Ph.D.

Community Research Center, Director Michigan Income Survey Certifier

Marcus Peccia City Manager City of Cadillac

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Tiyi Schippers

Councilmembers Stephen King Robert J. Engels Bryan Elenbaas

RESOLUTION NO. 2021-___

RESOLUTION AMENDING GENERAL APPROPRIATIONS ACT FOR FISCAL YEAR 2021

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 1st day of March, 2021, at 6:00 p.m.

PRESENT:

ABSENT:
The following preamble and resolution was offered byand seconded by
WHEREAS, the City adopted Ordinance No. 2020-04, Ordinance Adopting General
Appropriations Act for Fiscal Year 2021 ("General Appropriations Ordinance") on May 28,
2020, which approved a general appropriations act for the 2021 fiscal year; and
WHEDEAS Section 10 5 of the City Charter provides that the City Council may make

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

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

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

City of Cadillac Resolution No Page 2 of 2
NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan
resolves as follows:
1. The general appropriations act for the 2021 fiscal year is hereby amended in
the manner set forth in the attached Exhibit A, which is incorporated by reference.
2. Any and all resolutions that are in conflict with this Resolution are hereby
repealed to the extent necessary to give this Resolution full force and effect.
YEAS:
NAYS:
STATE OF MICHIGAN)
COUNTY OF WEXFORD)
I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No, duly adopted at a regular meeting of the City Council held on the 1st day of March, 2021.

Sandra Wasson Cadillac City Clerk

City of Cadillac

EXHIBIT A

Financial Services Department FY2021 Budget Amendment #3 March 1, 2021

Current	Amended	Increase
Budget	Budget	(Decrease)

GENERAL FUND

Department: Revenue	\$7,396,600	\$7,467,600	\$71,000
Amended Line Items Detail			
Federal Grants - Other	301,000	372,000	71,000

Purpose: To recognize additional revenue from Federal grants for CARES Act funds received from the Public Safety Public Health Payroll Reimbursement Program.

Department: Police Department	\$2,170,000	\$2,221,000	\$51,000
Amended Line Items Detail			
Capital Outlay	55,000	106,000	51,000

Purpose: To appropriate additional funds to cover the costs of purchasing and outfitting two police vehicles. Initially budgeted for one vehicle in current budget, and one additional vehicle is planned for subsequent budget year. Due to the timing of vehicle delivery, it is recommended to order both vehicles now

 General Fund Summary
 Prior Approved
 Amended

 Revenues
 7,396,600
 7,467,600

 Expenditures
 7,418,200
 \$7,469,200

 Revenues Over (Under) Expenditures
 (\$21,600)
 (\$1,600)

CADILLAC DEVELOPMENT FUND

Department: Community Development	\$0	\$20,000	\$20,000
Amended Line Items Detail			
Contractual Services	0	20,000	20,000

Purpose: To appropriate the use of economic development reserve funds on hand to cover the costs of a city-wide survey to determine eligibility for CDBG funds. \$30,000 was appropriated in prior fiscal year but due to pandemic-related shutdowns, no institutions were available to complete survey. Current quote for the survey came in under the prior appropriated budget.