



City Council Meeting

June 21, 2021

6:00 p.m.

By Remote Electronic Participation

Cadillac Municipal Complex

200 N. Lake St.

Cadillac, MI 49601



June 21, 2021 City Council Meeting Agenda
6 p.m. 200 N. Lake St. – Cadillac, MI 49601
Meeting held by remote electronic participation.

We trust and assume goodness in intentions

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

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

A. Minutes from the regular meeting held on June 7, 2021.
Support Document III-A

B. Minutes from the closed session held on June 7, 2021.

IV. COMMUNICATIONS

A. Cadillac Arts Council
Support Document IV-A

Cadillac City Council Agenda

June 21, 2021

Page 2

B. Cadillac Freedom Festival
Support Document IV-B

C. Clam Lake Band
Support Document IV-C

D. Cadillac Early Childhood Committee
Support Document IV-D

V. CITY MANAGER'S REPORT

A. Chamber of Commerce Leadership Class Project
Support Document V-A

B. Consumers Community Solar Garden Signage
Support Document V-B

C. COVID-19 Update

VI. ADOPTION OF ORDINANCES AND RESOLUTIONS

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

VII. 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.

VIII. GOOD OF THE ORDER

IX. CLOSED SESSION

Adjourn to closed session pursuant to MCL 15.268(a) to consider a periodic personnel evaluation of the City Manager, a public officer and employee, at his written request.

X. ADJOURNMENT

Cadillac City Council Agenda

June 21, 2021

Page 3

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

June 7, 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, 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 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: Engels

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

APPROVAL OF AGENDA

2021-106 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

Karen Usher stated this is her last City Council meeting as a reporter for the Cadillac News. She thanked City Council and City Staff for their professionalism and help over the past couple of years. She noted everyone has been very kind, intelligent and knowledgeable in their fields.

CONSENT AGENDA

2021-107 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNICATIONS

A. UpBeat Cadillac

Wasson stated in addition to the street closure, the event organizer for UpBeat Cadillac is requesting a waiver of the \$150 fee due to hardship, claiming the event loses money annually due to musician fees and expenses.

Mayor Filkins noted UpBeat Cadillac has been providing free public concerts for our community over the years and we are very fortunate to have this musical cultural event series. She stated we can't waive fees because there are so many groups within the community but she thought there may be a way to help out with this request. She noted there is a small fund that comes from when she officiates weddings within the City. She proposed the motion include providing \$150 from the Mayor's Wedding Fund to UpBeat Cadillac just this one time to be able to help our community get back to a bit of normalcy this summer.

2021-108 Approve street closure and fee waiver for UpBeat Cadillac.

Motion was made by Elenbaas and supported by King to approve the closure of Lake St. between Harris St. and Cass St. on Thursdays from 6:00 pm to 9:15 pm from June 24, 2021 through August 26, 2021, and approve the utilization of funds from the Mayor's Wedding Fund to offset the required fee this one time for UpBeat Cadillac.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Police Patrol Vehicle Emergency Equipment.

Peccia stated the City recently purchased two new police patrol vehicles and is anticipating delivery of the units soon. He noted as part of the purchase, lights, sirens, radios, and other emergency equipment must be installed in the vehicles prior to deployment into the fleet. He stated the City recently received three (3) bids for the purchase and installation of the equipment. He noted the recommendation from the Cadillac Police Department (CPD) is to award the project to Pro Comm, Inc. from Mt. Pleasant.

Peccia stated comparability between bids is somewhat difficult based on different models and manufacturers and varying types of setups for the kind of equipment. He noted based primarily on their reputation, recommendation from Wexford County, and proximity to the City, the CPD is requesting that City Council award this project to Pro Comm, Inc. in accordance with their bid. He stated funds are available in the General Fund for this project.

2021-109 Award purchase of Police Patrol Vehicle Emergency Equipment.

Motion was made by Elenbaas and supported by Schippers to award the purchase and installation of Police Patrol Vehicle Emergency Equipment to Pro Comm, Inc. in accordance with their bid.

Motion unanimously approved.

B. COVID-19 Update

Peccia stated in accordance with MIOSHA and MDHHS regulations, the City is operating on a normal schedule. He noted we are cautiously optimistic that the one Council meeting scheduled in July (July 19th) will be held in-person.

Mayor Filkins stated she believes everyone is looking forward to returning to in-person meetings.

ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution Approving Amendment to Sanitary Sewer Service Agreement with Lake Mitchell Sewer Authority.

Peccia noted this resolution does not change the term of the agreement but brings it into compliance under the requirements the USDA is requesting that the Lake Mitchell Sewer Authority has in place in order to make them eligible to receive additional funding.

2021-110 Adopt Resolution Approving Amendment to Sanitary Sewer Service Agreement with LMSA. Motion was made by King and supported by Elenbaas to adopt the Resolution Approving Amendment to Sanitary Sewer Service Agreement with Lake Mitchell Sewer Authority.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Zoning Board of Appeals

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Schippers noted the Mayor's Youth Council will be meeting at 4:00 pm on June 9, 2021.

Elenbaas stated Maple Hill Cemetery looked very good for Memorial Day Weekend. He requested that as the City moves forward with new development projects that we do not forget about the history of Cadillac, such as Maple Hill Cemetery. He noted it is important to have the funds to maintain the cemetery properly.

Mayor Filkins stated the staff did a tremendous job on the cemetery this year and there were many positive comments. She noted she agrees that it is important that we never lose focus on making the cemetery a wonderful place for people to visit their loved ones.

CLOSED SESSION

Adjourn to closed session to discuss a confidential written legal opinion pursuant to Section 8(h) of the Open Meetings Act.

2021-111 Adjourn to closed session.

Motion was made by Schippers and supported by Elenbaas to adjourn to closed session to discuss a confidential written legal opinion pursuant to Section 8(h) of the Open Meetings Act; invite Adam Ottjepka, Director of Public Safety.

Motion unanimously approved.

2021-112 Return to open session.

Motion was made by Schippers and supported by King to return to open session.

Motion unanimously approved.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

June 21, 2021

Council Communication

Re: Acceptance of an art sculpture being donated to the City of Cadillac by the Cadillac Arts Council and the approval of its location.

Paul Brown from Arts Council has again this year approached the City regarding the donation of an art sculpture. Due to there being no art fair or food booths at this year's Art's Festival it has created funds from the Arts Council which can go toward the purchase of the art sculpture. In addition to the reallocated Arts Council funds, the Barnett family has added a donation which is being applied to this purchase. The sculpture being donated was discovered by Mr. Brown at a sculpture walk in Elk Rapids.

A photo of the sculpture and the proposed location are shown below. Public Works reviewed the proposed area and concurred that it can be successfully placed in that general vicinity. The only commitment required of the City would be for our Public Works Department to install a concrete pad, which is what we have done for other projects such as for the frisbee golf courses and public art projects, including the two sculptures donated last year. This would be a great opportunity to enhance the amount of public art throughout the community and continue our partnership with the Arts Council.

Recommended Action

Motion to approve acceptance of the art sculpture donation from the Arts Council, and approve its proposed location by the entrance to the canal from Lake Cadillac.





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

Today's Date 17 June 2021

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City 60 days before an event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 120 if you have questions.

Applicant Name (Print) Cadillac Freedom Fest Contact Address [REDACTED]
Contact Phone(s) [REDACTED] Contact Email [REDACTED]
Sponsoring Organization Same ☐ Private ☒ Non-Profit
Purpose of Event Independence Day Fireworks Approx # of Attendees 3,000

Beginning Date: 7/3/2021 Ending Date: 7/3/2021 Reoccurring: YES ☒ NO ☐
1st Day 7/3/21 Set-up 8:00 AM/PM ☒ Start 10:00 AM/PM ☒ End 10:30 AM/PM ☒ Clean-up 11:00 AM/PM ☒
2nd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM
3rd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM
4th Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM

Please answer the following questions:

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots?
YES ☐ NO ☒ Will you be requesting permission to display any off site signage?
YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?
YES ☐ NO ☒ Will you be requesting permission to reserve any of the City of Cadillac facilities

Please Circle

Market at Cadillac Commons Rotary Pavilion City Park Cadillac Commons Plaza

YES ☐ NO ☒ Will you be requesting permission to have a parade?
YES ☐ NO ☒ Will you be requesting permission to hold any races?
YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?
YES ☒ NO ☐ Will your event include use of generators, food trucks, grills fireworks display or a tent/membrane structure?

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

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

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



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

Today's Date 17 June 2021

City Received Date

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Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Cadillac Freedom Festival (Fireworks)
Contact Person Dale Huizenga
Contact Phone [REDACTED] Contact Email [REDACTED]

Date: <u>7/3/2021</u>		Street Closures	
Street Name <u>Chestnut</u>	Beginning Location <u>Boat Launch</u>	Ending Location <u>Jr High</u>	
	Beginning Time <u>8:00 AM/PM</u>	Ending Time <u>11:00 AM/PM</u>	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

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

Form must be mailed or delivered to the above address or emailed to: javila@cadillac-mi.net (No Faxes accepted)
I understand and agree to these requirements & understand if these are not met the request will be denied.

Print Name DALE HUIZENGA Signature [Signature] Date 6/17/2021

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



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

Today's Date 5/23/2021

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City 60 days before an event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 120 if you have questions.

Applicant Name (Print) Zach VanderGraaff Contact Address [REDACTED]

Contact Phone(s) [REDACTED] Contact Email [REDACTED]

Sponsoring Organization Clam Lake Band ☐ Private ☒ Non-Profit

Purpose of Event Clam Lake Band Concerts Approx # of Attendees 40 band members

Mondays (and one Saturday)

Beginning Date: 7/12/2021 Ending Date: 8/9/2021

Reoccurring: ☒ YES ☐ NO

1st Day 7/12, 7/19, 7/26 Set-up 6:30 AM/PM Start 7:00 AM/PM End 8:00 AM/PM Clean-up 8:30 AM/PM

2nd Day 7/17 Set-up 6:30 AM/PM Start 7:00 AM/PM End 8:00 AM/PM Clean-up 8:30 AM/PM

3rd Day 8/2, 8/9 Set-up 6:30 AM/PM Start 7:00 AM/PM End 8:00 AM/PM Clean-up 8:30 AM/PM

4th Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM

Please answer the following questions:

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots? S. Lake St

YES ☐ NO ☒ Will you be requesting permission to display any off site signage?

YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?

YES ☒ NO ☐ Will you be requesting permission to reserve any of the City of Cadillac facilities

Please Circle

Market at Cadillac Commons

Rotary Pavilion

City Park

Cadillac Commons Plaza

YES ☐ NO ☒ Will you be requesting permission to have a parade?

YES ☐ NO ☒ Will you be requesting permission to hold any races?

YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?

YES ☐ NO ☒ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure?

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

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

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



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

Today's Date 5/23/2021

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Please Submit 30-days Prior to Event Date

Event Clam Lake Band Concerts

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

**Weather Dependent

Usage Rules

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

Reservation Fees:

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

Dates:

7/12

7/17

7/19

7/26

8/2

8/9

Times:

All at 7pm

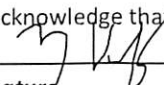
Need space from
6pm-8:30pm

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

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

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

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

Signature 

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

Print Name Zachery VanderGraaff Total Fees Required: \$150 Total Fees Paid: _____ Date / /



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

Today's Date 5/25/2021

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Clam Lake Band Concerts

Contact Person Zachery VanderGraaff

Contact Phone [REDACTED]

Contact Email [REDACTED]

Date: Mondays and One Saturday in July and August

Street Closures

Street Name S Lake Beginning Location E Cass Ending Location W Harris

Beginning Time 6:30 AM Ending Time 8:30 AM

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

Street Name _____ Beginning Location _____ Ending Location _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

Date ____/____/____

Parking Lot Closures

Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

Lot Location _____ Street _____ Nearest Cross Street _____

Beginning Time ____:____ AM/PM Ending Time ____:____ AM/PM

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

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

Print Name Zachery VanderGraaff

Signature [Signature]

Date 5/25/2021

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



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

Today's Date 4.21

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Request Planning Guide

This form must be completed and return to the City 60 days before an event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 120 if you have questions.

Applicant Name (Print) Paris Philo Contact Address 9907 E. 13th St. Cadillac
Contact Phone(s) [REDACTED] Contact Email pphiloo@wmisd.org
Sponsoring Organization Cadillac Early Childhood Committee ☐ Private ☒ Non-Profit -volunteers (agencies)
Purpose of Event Free Concert (educational) for families B-10 years. Approx # of Attendees 100-200 (hard to say)

Beginning Date: 8/27/21 Ending Date: 8/27/21 Reoccurring: YES ☐ NO ☒
1st Day 8/27/21 Set-up 5:30 AM/PM ☒ Start 6:30 AM/PM ☒ End 7:30 AM/PM ☒ Clean-up 8:00 AM/PM ☒
2nd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM
3rd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM
4th Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Clean-up _____ AM/PM

Please answer the following questions:

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots?
YES ☐ NO ☒ Will you be requesting permission to display any off site signage?
YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street?
YES ☒ NO ☐ Will you be requesting permission to reserve any of the City of Cadillac facilities

Arts Pavilion

Market at Cadillac Commons

Please Circle
Rotary Pavilion City Park

Cadillac Commons Plaza

YES ☐ NO ☒ Will you be requesting permission to have a parade?
YES ☐ NO ☒ Will you be requesting permission to hold any races?
YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages?
YES ☐ NO ☒ Will your event include use of generators, food trucks, grills, fireworks display, or a tent/membrane structure? We will have some vendors at park. (Non-profits + local business) will bring own tables + chairs

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

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

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



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

Today's Date _____

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Event Cadillac Early Childhood Free Family Concert Please Submit 30-days Prior to Event Date

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

**Weather Dependent

Usage Rules

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

Reservation Fees:

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

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

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

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

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

Paris Philo
Signature

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

Print Name PARIS PHILLO Total Fees Required: \$150 Total Fees Paid: \$75 Date 4, 9, 21



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

Today's Date 4.9.21

City Received Date

DATE OF OFFICIAL CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Street closure for safety reasons

Contact Person Paris Philo

Contact Phone [REDACTED] Contact Email pphilo@wmisd.org

Date: <u>8/27/21</u>		Street Closures	
Street Name <u>Lake Street</u>	Beginning Location <u>Cass</u>	Ending Location <u>Harris</u>	
	Beginning Time <u>6:00</u> AM/PM <u>PM</u>	Ending Time <u>8:00</u> AM/PM <u>PM</u>	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

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

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

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

Print Name Paris Philo Signature [Signature] Date ____/____/____

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

For Office Use Only

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

June 21, 2021

Council Communication

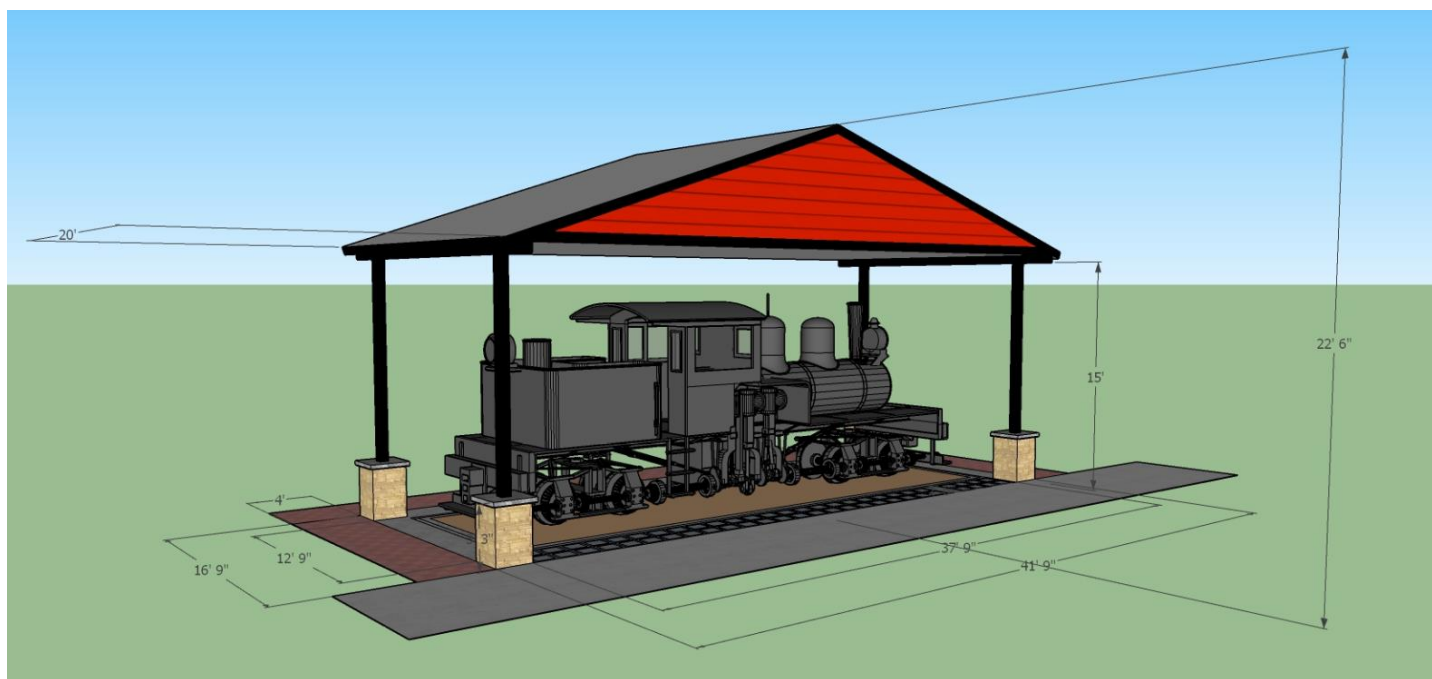
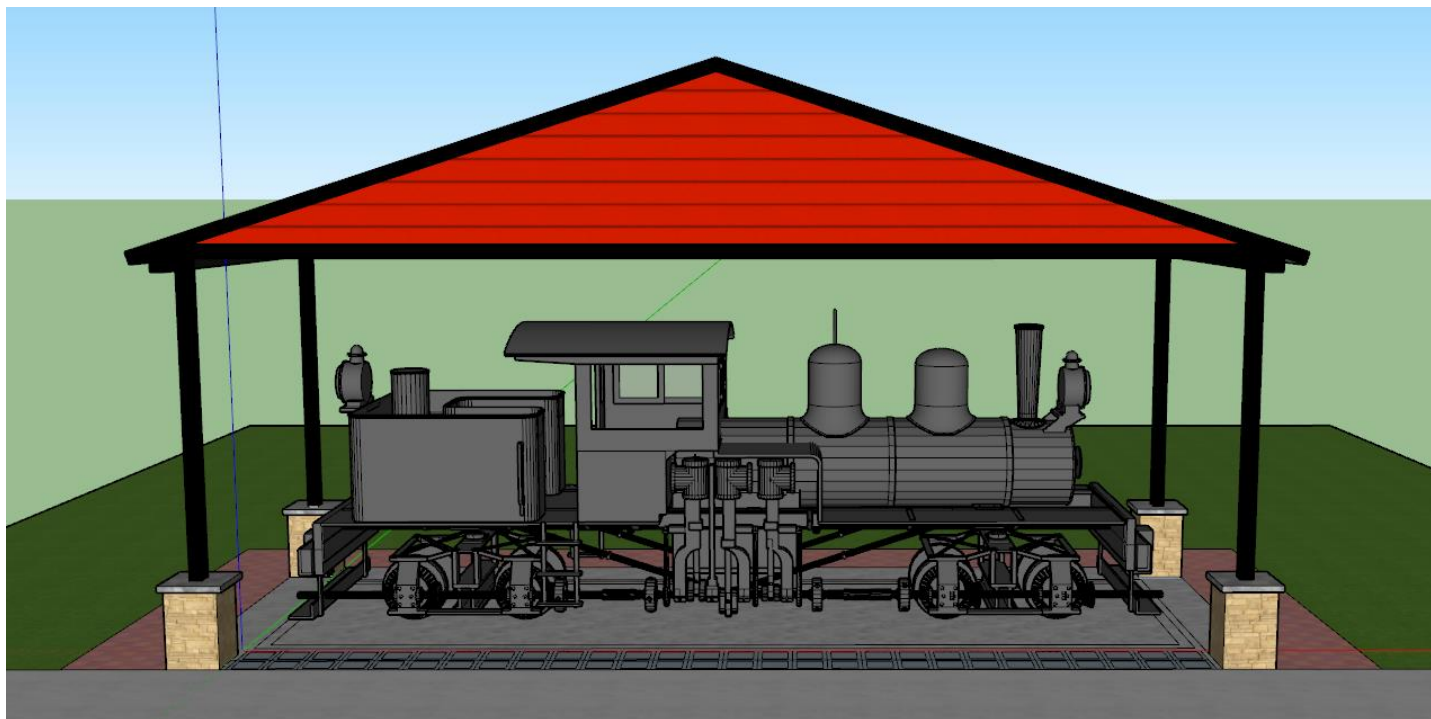
Re: Approval of contract with Vanguard Construction for construction of the “Shay Showcase”.

Shay Showcase. This is a Cadillac Chamber of Commerce Leadership Class project to completely remove and reconstruct the shelter facility that protects and “showcases” the historic Shay Locomotive that is in the City Park.

The Chamber of Commerce Leadership Class has been quite successful in their fund-raising efforts having raised approximately \$90,000 and securing \$15,000 in labor contributions. The project is going to be a “go” pending a critical next step that will involve the City. In an effort to facilitate and assist the Chamber with the overall construction work, although the Chamber Leadership Class already selected a recommended contractor, it has been requested that the City collaborate with the Chamber to manage the construction activities.

The City has performed this function before with the Chamber, and a couple of the latest examples would be the Splash Pad and the Lakeside ADA Park project. To facilitate this collaboration, the Chamber Leadership Class will be providing funding to the City to use to contract out with their vendor of choice, Vanguard Construction, that was picked after they reviewed several options. Note, because the funds will be passing through the City, it does require the City utilize its purchasing policies, and therefore a waiver of bid would be necessary.

Illustrations of the project are shown below. In addition to the new structure, lighting is being added to light the Shay at night. The Leadership Class is also preparing a formal history on the Shay that will be available on the Chamber or Historical Society website and accessible by a QR code. The existing historical plaque at the site will be completely refurbished and reinstalled.



Recommended Action

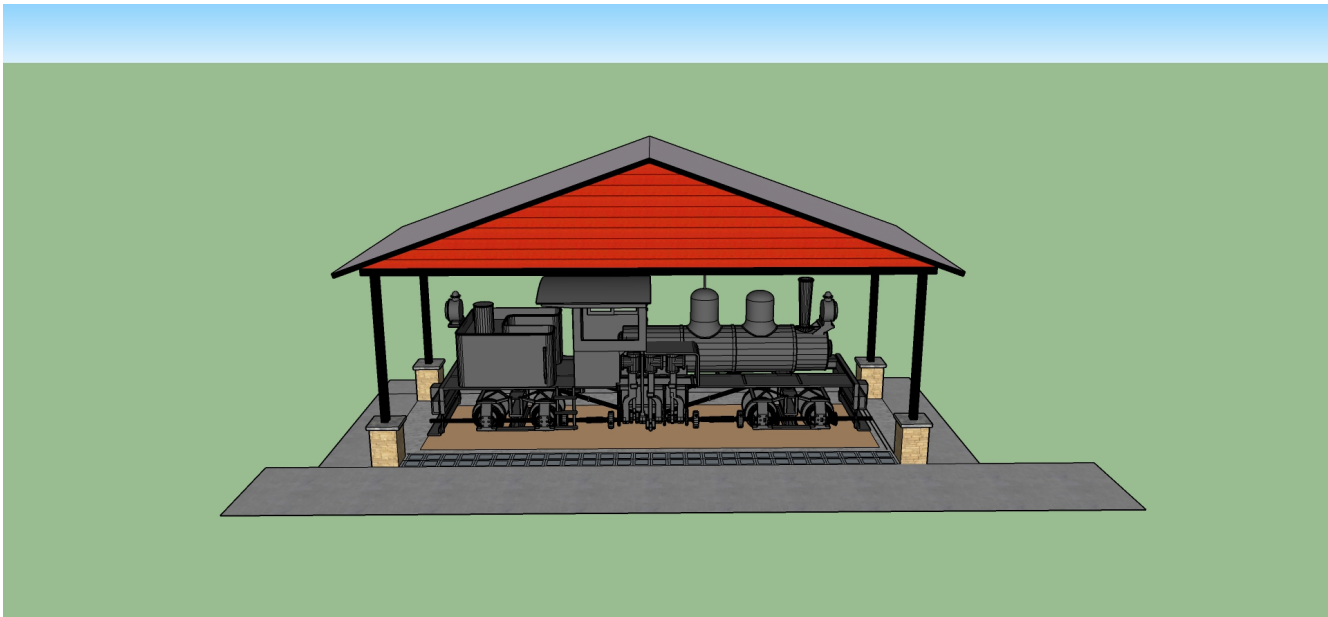
1. A motion to waive competitive bidding for the Shay Showcase project.
2. A motion to approve a contract with Vanguard Construction in accordance with their proposal. Funds will be available through the available funds from Chamber's Leadership Class' fund raising efforts.

Proposal

Shay Locomotive Pavilion

Located at approximately 124

W. Cass St., Cadillac, MI.



Presented By

Vanguard Construction Co.

Project Manager

PO Box 440, Allendale, MI, 49401

Dear John Wallace,

Here is the updated proposal for the construction management of the Shay locomotive structure. We are acting as a commercial general contractor and will use licensed contractors for this project.

The final base cost is a not to exceed price, there will be credits applied from donated labor and materials that can be credited(subtracted) from the base price.

This proposal contains an estimate for the project scope that we discussed: construction of the new structure from start to finish. Demolition of the existing structure is the responsibility of the City of Cadillac.

The section below shows additional cost line items that are not included in this estimate. The specifications for the brick paver ribbon is not included in this proposal, but will be provided separately if requested.

Included in this proposal is a preliminary schedule for what the construction process should look like starting on the tentative date of July 12th, 2021 with City of Cadillac and the Chamber of Commerce approval. Construction process will last at least six weeks, unless there becomes a supply issue due to the effects of COVID.

ADDS

(2) Steel arched signs for gable ends - \$3,132.00

**Historical Marker Refurbished & New Post- \$1,590.00 Donation from Vanguard Construction.
Brick Paver Ribbon - \$7,805.74**

Estimate

2000 Excavation and Foundation	City to demo and excavate.	\$13,845.00
Masonry Post Bases		<u>\$13,845.00</u>
Four post bases and footings to be completed by masonry contractor. The post bases will be used as supports for the steel posts and beams that hold the trusses.		
Concrete perimeter with 32" wide x 37'-9" inlay for brick pavers on south side. 32" wide x +/-12' inlay for brick pavers on north side of structure. 4 Foot walkway 4" thick to be installed on the East and west side and to be 20'-9" respectively. North sidewalk to be 45'-9" long 4 feet wide and 4 inches thick. (4'x45'-9"x4" thick)		<u>\$6,432.00</u>
3000 Rough Structure		\$22,750.00
Electrical		<u>\$1,200.00</u>
Electrical conduit run from nearby electrical junction box to the structure .		
Supporting Beams		<u>\$11,793.00</u>
Steel posts and beams to be fabricated and installed by Cadillac Fabrication per Prein & Newhof structural Detail.		
Trusses-\$5,000 discount if Home Depot Grant is applied.		<u>\$11,845.00</u>
Pre-fabricated trusses to be installed on top of the steel support beams.		
4000 Roofing		\$20,926.00
Metal Roof System		\$9,719.00
Gray, steel standing-seam roof system.		
Soffit		<u>\$11,207.00</u>
High quality, weather resistant soffit to be installed beneath the truss system.		
4800 Exterior Finishes		\$3,683.00
Siding		<u>\$3,683.00</u>
High-quality siding (Hardi-Board of similar) to be installed on the gable ends of the roof structure. Color to match the red siding on the Cadillac Market structure located across the street from the Shay locomotive.		
5700 Finish Electrical		\$3,254.00
Spot lights		<u>\$3,254.00</u>
16 recessed LED lights to be installed along with (8)1'x4'flat LED light panels on soffit surface.		
Contengency - Other Line Items		\$5,000.00
Base Price		\$75,890.00

Signatures

Client: John Wallace	Date
General Contractor: Robert D. Munger	Date
	Date

Construction Management Contract

This Contract is made between Vanguard Construction LLC., a Michigan Limited Liability Company, PO. Box 440, Allendale, MI., hereinafter the "Construction Manager" and the City of Cadillac, a Michigan Municipal Corporation, 200 N. Lake Street, Cadillac, MI., hereinafter the "City" and is effective as of the date established by Section 25 below.

Recitals

The parties wish to enter into a Contract to develop the project described below.

1. **Project.** To replace and install a new pavilion over the Shay Locomotive. (the "Project").
2. **Location.** All building improvements will occur on a site located in Cadillac, Michigan more commonly called "Shay Locomotive Pavilion" which is located on certain real property at 124 W. Cass St., Cadillac, MI. 49601 (the "Project Property").

Agreement

1. **Contract Documents.** This Contract includes the terms specifically set forth herein and, by reference, all of the provisions included in the Vanguard Construction Proposal (Attached as Exhibit A).
2. **Pre-construction Services.** The City will prepare the plans, specifications, and details necessary for the Construction Manager to perform the Project. The Construction Manager will consult with and advise the City and coordinate potential contractors and suppliers. The City will provide the Construction Manager with complete Design Documents which may include Architect Sealed/Stamped documents and CAD files.
3. **The Project.**
 - A. **Description.** The Construction Manager will provide construction management services and provide all labor, materials, construction equipment, and machinery necessary to construct a pavilion over the Shay Locomotive as provided for in the Vanguard Construction Proposal (Attached as Exhibit A) and in accordance with the terms of this Contract.
 - B. **Review.** Subcontractors and/or suppliers will provide shop drawings for steel work and trusses to show compliance with the City's Construction Design Documents. These will be reviewed by the City and Construction Manager for compliance with the Construction Design Documents. The City shall provide written approval for the shop drawings and/or product submittals which shall be evidence of compliance, and the Construction Manager shall be entitled to rely on them for final material procurement, ordering, and installation. Any shop drawings and product submittals not rejected in writing within 15 days of submission to the City shall be deemed approved.

4. The Contract Price.

- A. The Contract Price.** See Vanguard Construction Proposal (Attached as Exhibit A).

5. Payment Terms.

- A. The Contract Price and Construction Management Services Fee.** The Contract Price and Construction Management Services Fee shall be paid as follows:

- i. Initial Payment** – The City shall provide the Construction Manager with a five thousand (\$5,000) initial payment which shall be deducted from the total Contract Price.
- ii. Monthly Draw Requests** - The Construction Manager shall prepare a draw request and a statutory sworn statement for the City on a monthly basis. Draw Requests shall be based on the percentage of the Work completed and materials brought into the site or structure as of the end of the period covered by the request.
- iii. Punch List** - Upon or before Substantial Completion of the Project, the City and the Construction Manager shall meet on-site to inspect the work performed and within seven (7) days thereafter the Construction Manager shall prepare a written list that identifies any and all claimed deficiencies in workmanship or materials, hereinafter the "Punch-list". Unless agreed to, the Punch List shall not be amended after it is created.

The City may retain up to three percent (3%) of the Total Contract Price if the deficiencies on the Punch List are not rectified.

- iv. Final Payment** - Within thirty (30) days of completion of the Punch-list Items, the City shall pay the Construction Manager the balance of the Contract Price.
- v. Timeframe** - All payments shall be due within thirty (30) days of the date the Construction Manager submits each Draw Request. Payments due and unpaid shall bear a late charge at the rate of one percent (1%) per month until paid.

If any payment is not paid within fifteen (15) days after the Construction Manager has provided a written demand to the City for payment, the Construction Manager may suspend the Work until such a time as all undisputed payments due have been paid.

If payment, including any late charge is not made within forty five (45) days of notice, the Construction Manager may terminate this Contract,

and shall be entitled to all its costs incurred for Work performed to the date of termination, all costs and expenses incurred as a result of the early termination of the Contract.

6. The City's Suspension, Delay or Termination.

A. Delay. The City may order the Construction Manager to suspend, delay or interrupt the, work in whole or in part, for any reason and for such a period of time as the City may reasonably determine.

Upon resumption of the work, an adjustment shall be made for any increases in the cost of performance of the work reasonably substantiated by Construction Manager, including general requirements and profit on the increased cost of performance resulting from the suspension, delay or interruption ordered by City.

However, no adjustment shall be made to the extent that performance was or would have been so suspended, delayed or interrupted by a cause for which the Construction Manager is solely responsible.

Notwithstanding the foregoing, any order of the City which results in a suspension, delay or interruption in the Work for forty five (45) days or more shall be cause to allow Construction Manager to terminate this Contract and shall be entitled to all its costs incurred for work performed to the date of termination, all costs and expenses incurred as a result of the early termination of the Contract.

B. Termination. The City may terminate this Contract upon a thirty (30) day written notice to Construction Manager, under any of the following circumstances:

- i. Construction Manager fails or neglects to perform the Project in accordance with the terms of the Contract; or
- ii. Construction of the Project is delayed which results in the extension of the project schedule an additional forty five (45) days or more; or
- iii. Construction on the Project is destroyed and would cost over 50% of the total contract price to restore;
- iv. Construction Manager files or consents to the filing of a petition or complaint of bankruptcy or other insolvency proceeding, or makes a general assignment for the benefit of its creditors.

7. Time of Performance. The Construction Manager shall achieve Substantial Completion of the Project within the project schedule established under the Vanguard Construction Proposal (Attached as Exhibit A).

The project schedule shall be subject to the following delays, to the extent the delays are not within Construction Manager's control: failure or inability to obtain all necessary governmental permits, inspections and approvals within a reasonable length of time; acts

of God; weather; war; terrorism; or criminal acts of third parties; strikes; changes requested by the City; acts of neglect or omission by the City; changes caused by inspectors of governmental agencies, or other causes beyond the Construction Manager's control.

If the Construction Manager is delayed at any time in the progress of the Project as described above, the Construction Manager shall promptly provide to the City with written notice of such delay. The City and Construction Manager shall work together via written Change Order to mutually agree upon the completion schedule for the Project, the affected parts of the Project, and/or General Requirements to be extended as a consequence of such delay.

Notwithstanding the foregoing, the City shall have the option to terminate the Contract if any delay results in the extension of the project schedule an additional forty five (45) days or more.

- 8. City's Responsibilities.** The City represents to the Construction Manager that it owns the Property and there are no matters, including without limitation, subsurface conditions, utilities, encroachments, obstructions, authority to act, pledges, covenants, easements, variances, zoning or use, disputes, legal proceedings, liens, unpaid property taxes or assessments, conditions or other matters that would delay or prevent performance of the Project.

If Construction Manager cannot timely perform it's Work as a result of any such matter, the City shall remove or rectify the matters preventing Construction Manager from being timely performing the Pre-Construction and/or Construction work.

If the Construction Manager is prevented from performing the Project due to a failure of the City to meet its responsibilities within a reasonable time (in no event less than thirty (30) days of receipt of notice that Project is delayed), the Construction Manager may terminate this Contract, and shall be entitled to all its costs incurred for work performed to the date of termination, all costs and expenses incurred as a result of the early termination of the Contract.

- 9. Permits, Licenses and Other Approvals.** Except as specifically set forth herein, the Construction Manager shall obtain and pay for all local building and construction permits, plan review fees, licenses, governmental charges and inspection fees, and all other costs and expenses of nature required for approval or necessary for completion of the Project as necessary. The City shall reimburse the Construction Manager for any and all charges incurred by it under this section with the next scheduled payment.
- 10. Change Orders.** During the course of the Project, the City may order changes in the Project consisting of additions, deletions, or modifications. All change orders shall be in writing and signed by the City and the Construction Manager.

The Contract Price and the project schedule will be adjusted accordingly, as the parties may mutually agree. All such changes resulting in the furnishing of additional labor or

materials shall be paid for with the next monthly application for payment of the extra work.

11. Sub-Contracts.

A. Control. The Construction Manager shall select and determine all Sub-Construction Managers and the City shall not unreasonably interfere with the Sub-Construction Managers, suppliers or laborers in any way. Construction Manager shall prepare and enter into written agreements with all subcontractors which shall incorporate by reference any special duties or obligations owed to City.

B. Discrimination. The Construction Manager and all Sub-Construction Managers shall not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status.

12. Materials.

A. Storage. The Construction Manager may place any materials intended for the Project upon the property if the Construction Manager receives prior approval from the City. If approved, the materials may remain on the property until such time as the materials have been wrought into the structure itself.

B. Rubbish. The Construction Manager shall not allow rubbish or waste material to accumulate on or about the property for extended periods of time. Rubbish and waste material generated by Construction Manager shall be removed at its expense without additional cost to the City.

C. Loss. The Construction Manager shall use its best efforts to protect and secure construction materials; however, until such materials are wrought into the property/structure, Construction Manager shall be responsible for any loss of or damage to such materials.

13. Damage. The Construction Manager shall attempt to minimize damage to trees, shrubs and other vegetation. However, it shall not be liable for damage to any of the items listed above.

14. Notices. All notices required or permitted in writing hereunder shall be deemed sufficient if personally delivered or sent by first class mail, addressed to the recipient party at the address shown below such party's signature to this Contract. All time periods set forth herein shall commence upon party's actual receipt if personally delivered or on the third (3) day after posting if by regular mail.

15. Differing Site Conditions. The City acknowledges that this Contract is based solely on observations that the Construction Manager was able to make at the time this Contract was

made, and that the Construction Manager shall not be responsible for site conditions encountered that were not visible when this Contract was made unless stated otherwise in the specifications.

Upon encountering any such condition, the Construction Manager shall notify the City of such condition, and the parties shall execute such reasonable Change Orders or terminate the Contract as may be appropriate in the circumstances. In the event this Contract is terminated pursuant to this section, the Construction Manager shall be entitled to all its costs incurred for work performed to the date of termination, all expenses associated with early termination of the Contract.

16. Insurance.

A. City. During the term of this Contract, the City shall maintain Builders' Risk insurance with respect to the Project, covering the full replacement cost of the Project under Contract. The Construction Manager shall be named as an additional insured under such policy.

B. Construction Manager. The Construction Manager shall maintain in full force and effect during the term of this Contract, at its expense, Worker's Compensation insurance, Employer's Liability insurance, and Public Liability insurance covering personal injury and property damage and shall ensure that all subcontractors carry equivalent coverage.

Except for Worker's Compensation, the City shall be added as additional insureds on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Construction Manager and not the City.

17. Risk of Loss. If the Project, in whatever stage of completion, is destroyed or damaged by any accident, casualty, disaster, or calamity, including but not limited to fire, storm, flood, or earthquake, the City shall be responsible for such loss.

If the estimated cost to rebuild or restore the Project is less than fifty percent (50%) of the Contract Price, the Construction Manager shall prepare a written Change Order for the labor, materials, and profit and overhead costs required to repair the damage. Upon Signing of the Change Order, the Construction Manager shall proceed to repair the damage. The cost of the Change Order shall be paid from the proceeds of insurance and funds of the City. Subsequent to completion of the repairs, the Construction Manager shall continue to work under the original Contract.

If the estimated cost to rebuild or restore the Project exceeds fifty percent (50%) of the Contract Price, the City shall have the option of terminating this Contract, in which case the City shall pay the Construction Manager for all work completed prior to the notice of termination, including the Construction Manager's overhead.

- 18. Clean Up and Close-Out.** The Construction Manager will leave the property orderly at the end of each day. Upon completion of the Project, the Construction Manager shall remove all of the Construction Manager's construction debris and equipment and the property shall be left in neat, clean condition, unless the parties make some other arrangement.

Upon receipt of final payment, the Construction Manager will provide the City with a complete close out package of information that includes As-Built drawings, warranties, shop drawings, and trade and/or supplier contact information. This information will be provided in (1) hard copy and (1) electronic format with the final draw request for payment.

- 19. Warranty.** The Construction Manager warrants that it shall perform the Project in a good and workmanlike manner and in compliance with the Contract.

Construction Manager's warranty shall be for a period of one (1) year following the date of Substantial Completion. This warranty shall not apply to any defects or damages which are a result of contraction or expansion or the results of other normal or ordinary characteristics of building materials included in the structure, provided they are normal and customary for such use.

Construction Manager expressly disclaims any other express or implied warranties, to include merchantability and fitness for a particular purpose. Any claim for breach of warranty shall be limited to the cost of repair or replacement of the warranted item. Construction Manager disclaims any and all claims for consequential damages resulting from any claimed breach of warranty.

Any warranty claims will be immediately reported in writing to Construction Manager in accordance with the notice provisions provided under Section 15 of this Contract. Construction Manager will make reasonable and necessary investigation, repairs or adjustments in an expeditious manner, without cost to the City for claims arising within the one (1) year period.

- 20. Indemnification.** Construction Manager shall indemnify and hold the City harmless from and against any and all claims, damages, liens, judgments, penalties, expenses and/or liabilities arising out of, involving, or in connection with, Construction Manager's negligent or unauthorized performance of the Project. This indemnity and hold harmless obligation of Construction Manager shall include, but not be limited to, the monies due any lien claimant, reasonable attorney fees and such other expenses related to the proper defense of the City.

- 21. Assignment.** The Construction Manager acknowledges that this is a Contract for professional services, and accordingly agrees that it may not assign it except with the written consent of the City.

- 22. Ownership of Work Product.** All work produced by the Construction Manager or any

of its agents, sub-contractors or employees shall become the sole property of the City, and may not be used, sold or disposed of any manner without the prior written consent of the City. All such work product shall be turned over to the City upon completion of the Project and receipt of full payment as provided in this Contract.

23. Miscellaneous. This Contract has been drafted at the direction of all of the parties to same and shall not be construed as having been drafted by any single party hereto when construing its provisions. This Contract and all documents incorporated by reference constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements and understandings between the parties whether oral or written.

24. Effective Date. This Contract has no force or effect and will not be binding upon the Construction Manager until it is accepted and signed by the City and countersigned by the Construction Manager. This Contract shall become effective upon the date the Construction Manager counter-signs the Contract, as provided below.

We the undersigned have read and understand and agree to each of the provisions of this Contract and hereby agree thereto.

Signature Page to Follow

City of Cadillac:

Date: _____

By:

Its:

Date: _____

By: Sandra Wasson

Its: Clerk

Vanguard Construction, LLC

The Construction Manager hereby counter-signs this Contract, which becomes effective this day of _____ 2021.

By: Robert D. Munger

Its: Managing Member

26499:00005:5554561-3

June 21, 2021

Council Communication

Re: Consumers Community Solar Garden Signage

The following pages indicate the proposed monument sign location off of Wright Street that identifies the Consumers Solar Garden Project, along with a rendering of the sign that includes the City's logo.

Pending approval, it is anticipated that the signage will be installed in time for the ribbon-cutting event that has recently been scheduled for 11:00 a.m.. on Monday, July 19, 2021.

Recommended Action

Motion to approve the installation of the Consumers Community Solar Garden Signage as presented.

Consumers Energy Community Solar Garden Signage Location



Prepared By
Community Development
City of Cadillac
Cadillac, MI 49601
231-775-0181



0510203040

 Feet

Date of Aerials
April 2010



Note:
This is not a LAND or
BOUNDARY LINE SURVEY
and may not be used for the
construction of any improvements.

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 21st day of June, 2021, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and 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

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

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

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

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

1. The general appropriations act for the 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 21st day of June, 2021.

Sandra Wasson
Cadillac City Clerk

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

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

GENERAL FUND

Department: Revenue	\$7,467,600	\$7,876,600	\$409,000
Amended Line Items Detail			
Local Community Stabilization Authority	534,000	891,000	357,000
Telecommunications Right of Way	40,000	46,000	6,000
Fire Protection	175,000	190,000	15,000
Sale of Property	5,000	18,000	13,000
Contributions from Private Sources	5,000	18,000	13,000
Interest Income	30,000	35,000	5,000

Purpose: To recognize additional revenue from the following:

Local Community Stabilization Authority - funds in excess of the 100% promised reimbursement have been received. Extra funds for FY2021 were \$357,000.

Telecommunication Right of Way - funds pursuant to the Metro Act for right of way maintenance have increased;

Fire Protection - increased taxable value in Clam Lake Township has increased fire protection revenue in accordance with the fire protection contract;

Sale of Property - several old police vehicles and other equipment were sold via auction;

Contributions - funds were received for Kysor Field renovations (\$7,500 from CACF), from the Rotary Foundation for police and fire support (\$5,000), and from the Center for Technology and Civic Life for election supplies (\$5,112).

Interest Income - Actual revenue slightly up.

Department: Financial Services	\$335,200	\$343,200	\$8,000
Amended Line Items Detail			
Salaries and Wages	182,000	187,000	5,000
Fringes	108,000	111,000	3,000

Purpose: Appropriate additional funds for current employee classifications and retirement. Additional funds for retirement will come from funds reserved for final benefit payouts.

Department: Clerk/Treasurer	\$319,000	\$352,000	\$33,000
Amended Line Items Detail			
Salaries and Wages	164,000	190,000	26,000
Fringes	98,000	105,000	7,000

Purpose: Appropriate additional funds for current employee classifications and retirement. Additional funds for retirement will come from funds reserved for final benefit payouts.

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

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

Department: Elections	\$14,200	\$24,600	\$10,400
Amended Line Items Detail			
Salaries and Wages	9,000	17,000	8,000
Fringes	200	600	400
Supplies	5,000	7,000	2,000

Purpose: Appropriate additional funds for extra election requirements for COVID elections, including additional help for issuing absentee ballots, and additional supplies for PPE related to in-person elections. Grant funds were received to cover over \$5,000 of additional costs.

Department: Engineering	\$85,500	\$104,500	\$19,000
Amended Line Items Detail			
Salaries and Wages	30,000	47,000	17,000
Fringes	20,000	22,000	2,000

Purpose: Appropriate additional funds for current employee classifications and retirement. Additional funds for retirement will come from funds reserved for final benefit payouts.

Department: Public Works	\$919,900	\$968,700	\$48,800
Amended Line Items Detail			
Sidewalks and Alleys			
Salaries and Wages	11,000	25,000	14,000
Fringes	7,200	12,000	4,800
Equipment Rental	20,000	50,000	30,000

Purpose: Appropriate additional funds for extra DPW hours and equipment rental based on actual time allocations. Additional hours spent on an activity will be offset with less activities in other maintenance activities.

Department: Planning and Zoning	\$158,000	\$176,000	\$18,000
Amended Line Items Detail			
Salaries and Wages	98,000	106,000	8,000
Fringes	43,000	50,000	7,000
Publishers Costs	2,000	5,000	3,000

Purpose: Appropriate additional funds for current employee classifications and retirement. Additional funds for retirement will come from funds reserved for final benefit payouts; also additional funds due to increasing costs of publishing required notices, etc.

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

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

Department: Community Development	\$5,000	\$20,000	\$15,000
Amended Line Items Detail			
Special Projects	5,000	20,000	15,000

***Purpose:** Appropriate additional funds for the costs of special projects related to private contributions/grants that have been received, primarily related to the Kysor Field renovations.*

Department: Community Promotions	\$55,400	\$73,000	\$17,600
Amended Line Items Detail			
Salaries and Wages	16,000	25,000	9,000
Fringes	10,400	14,000	3,600
Equipment Rental	12,000	17,000	5,000

***Purpose:** Appropriate additional funds for extra DPW hours and equipment rental based on actual time allocations. Additional hours spent on an activity will be offset with less activities in other maintenance activities.*

Department: Transfers to Other Funds	\$150,000	\$160,000	\$10,000
Amended Line Items Detail			
Transfer Out - Lake Treatment	0	10,000	10,000

***Purpose:** Appropriate additional funds for extra DPW hours and equipment rental based on actual time allocations. Additional hours spent on an activity will be offset with less activities in other maintenance activities.*

General Fund Summary	Prior Approved	Amended	Change
Revenues	\$7,467,600	\$7,876,600	\$409,000
Expenditures	7,469,200	7,649,000	179,800
Revenues Over (Under) Expenditures	(\$1,600)	\$227,600	

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

Current Budget	Amended Budget	Increase (Decrease)
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Brownfield Redevelopment Fund

Revenue	\$75,000	\$75,000	\$0
Amended Line Items Detail			
Property Taxes	75,000	55,000	(20,000)
State of Michigan	0	20,000	20,000

Purpose: To recognize actual revenue received for year: captured taxes were slightly under originally expected budget; grant funds received for eligible costs related to Lofts project.

Expenditures	\$75,500	\$123,500	\$48,000
Amended Line Items Detail			
Administration			
Contractual Services	57,100	92,100	35,000
Principal Payment	17,900	30,900	13,000

Purpose: Appropriate additional costs to recognize eligible costs for Lofts grant project, and early payoff of EGLE loan for Dollar General project.

Major Street Fund

Expenditures	\$1,866,900	\$2,341,900	\$475,000
Amended Line Items Detail			
Construction			
Construction	700,000	1,175,000	475,000

Purpose: Original budget was for Chestnut Street Phase 2, but due to timing of Phase 1 and the additional construction of Mason and W. Bremer Streets, additional appropriations are needed. Construction costs for Mason and Bremer Streets were originally budgeted in the Local Street Fund, but the streets are actually classified as Major Streets.

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

Current Budget	Amended Budget	Increase (Decrease)
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Lake Treatment Fund

Revenue	\$0	\$10,000	\$10,000
Amended Line Items Detail			
Transfer In	0	10,000	10,000

Purpose: Recognize revenue needed to support current year treatment activities.

2016 Capital Improvement Bonds Debt Service Fund

Revenue	\$160,000	\$162,000	\$2,000
Amended Line Items Detail			
Transfer In	160,000	162,000	2,000

Purpose: Recognize revenue needed to support current year debt service.

Administration	\$160,000	\$162,000	\$2,000
Amended Line Items Detail			
Interest Expense	32,900	34,900	2,000

Purpose: Appropriate funds for actual interest expense paid.

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

Current Budget	Amended Budget	Increase (Decrease)
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2020 Capital Improvement Bonds Debt Service Fund

Revenue	\$0	\$47,000	\$47,000
Amended Line Items Detail			
Bond Proceeds	0	47,000	47,000

Purpose: *Appropriate funds for bond issuance costs paid in year of issuance. Costs covered financial advisor and bond counsel costs and are covered by bond proceeds.*

Administration	\$325,000	\$372,000	\$47,000
Amended Line Items Detail			
Bond Issuance Costs	0	47,000	47,000

Purpose: *Appropriate funds for bond issuance costs paid in year of issuance. Costs covered financial advisor and bond counsel costs and are covered by bond proceeds.*

The Market Capital Project Fund

Revenue	\$0	\$50,000	\$50,000
Amended Line Items Detail			
Federal Grants	0	50,000	50,000

Purpose: *Recognize additional federal grant funds received from USDA-RD in current year for amenities at The Market.*

Construction	\$0	\$25,000	\$25,000
Amended Line Items Detail			
Construction	0	25,000	25,000

Purpose: *Appropriate funds for camera installation, bike racks, sound system purchase, donor sign purchase and installation, and screen repairs at The Market. Approximately \$38,000 remains in the fund.*

City of Cadillac

EXHIBIT A

Financial Services Department
FY2021 Budget Amendment #4
June 21, 2021

Current Budget	Amended Budget	Increase (Decrease)
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Mitchell Bentley Cleanup Fund

Revenue	\$0	\$225,000	\$225,000
Amended Line Items Detail			
State of Michigan	0	75,000	75,000
Loan Proceeds	0	150,000	150,000

Purpose: To recognize revenue from EGLE, partially from grant funds and the remainder from the loan that will be repaid using captured tax funds.

Construction	\$0	\$225,000	\$225,000
Amended Line Items Detail			
Contractual Services	0	100,000	100,000
Construction	0	125,000	125,000

Purpose: Appropriate funds for project costs carried over from prior year.