



City Council Meeting

July 19, 2021

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



July 19, 2021 City Council Meeting Agenda
6 p.m. at City Hall - 200 N. Lake St. – Cadillac, MI 49601

We are continuous learners

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

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

III. 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 21, 2021.

Support Document III-A

B. Minutes from the closed session held on June 21, 2021.

C. Minutes from the special meeting held on June 28, 2021.

Support Document III-C

Cadillac City Council Agenda

July 19, 2021

Page 2

IV. COMMUNICATIONS

- A. After 26 Music Festival
Support Document IV-A
- B. Cadillac Area Public Schools
Support Document IV-B
- C. CHS Class of 1981 Reunion
Support Document IV-C
- D. Cadillac Rotary Club
Support Document IV-D

V. APPOINTMENTS

- A. Recommendation regarding reappointment to the Cadillac Housing Commission.
Support Document V-A
- B. Designate primary representative and alternate to attend the Michigan Municipal League Annual Convention.
Support Document V-B

VI. INTRODUCTION OF ORDINANCES

- A. Adopt resolution to introduce Ordinance Amending the City Zoning Map and set a public hearing for August 2, 2021.
Support Document VI-A

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt resolution approving MDOT Contract for Roundabout Construction.
Support Document VII-A

VIII. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Planning Commission
Support Document VIII-A

IX. 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

Cadillac City Council Agenda

July 19, 2021

Page 3

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.

X. GOOD OF THE ORDER

XI. ADJOURNMENT

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

Respect

Integrity

Trust

Excellence

Guiding Behaviors

We support each other in serving our community

We communicate openly, honestly, respectfully, and directly

We are fully present

We are all accountable

We trust and assume goodness in intentions

We are continuous learners

CITY COUNCIL MEETING MINUTES

June 21, 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 Nashville, Tennessee.

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, Roberts, Dietlin, Wallace, Coy, Homier, Wasson

APPROVAL OF AGENDA

2021-113 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2021-114 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNICATIONS

A. Cadillac Arts Council

Schippers stated there has been some discussion asking about the possibility of ice jams at the proposed site.

Peccia advised the Department of Public Works reviewed the proposed site. He noted the proposed location covers a large area and it is not known at this time exactly which portion of the proposed area will be selected. He stated the sculpture will be placed in a location where ice jams will not pose any issues.

2021-115 Approve acceptance and proposed location of art sculpture from the Arts Council.

Motion was made by Schippers and supported by Elenbaas to approve the acceptance of the art sculpture donation from the Arts Council and approve its proposed location by the entrance to the canal from Lake Cadillac.

Motion unanimously approved.

B. Cadillac Freedom Festival

2021-116 Approve fireworks and street closure for the Cadillac Freedom Festival.

Motion was made by Schippers and supported by Elenbaas to approve the fireworks display and the closure of Chestnut St. between the boat launch and the Jr. High from 8:00 pm to 11:00 pm on July 4, 2021 for the Cadillac Freedom Festival.

Motion unanimously approved.

C. Clam Lake Band

2021-117 Approve street closure for the Clam Lake Band.

Motion was made by King and supported by Elenbaas to approve the closure of Lake St. between Harris St. and Cass St. from 6:30 pm to 8:30 pm on the dates noted in July and August 2021 for the Clam Lake Band.

Motion unanimously approved.

D. Cadillac Early Childhood Committee

2021-118 Approve street closure for Cadillac Early Childhood Committee.

Motion was made by Schippers and supported by Elenbaas to approve the closure of Lake St. between Harris St. and Cass St. from 6:00 pm to 8:00 pm on August 27, 2021 for the Cadillac Early Childhood Committee family concert.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Chamber of Commerce Leadership Class Project

Peccia stated the Shay Showcase is the Cadillac Chamber of Commerce Leadership Class Project which includes the complete removal and reconstruction of the shelter facility that protects and "showcases" the historic Shay Locomotive that is in the City Park. He noted the Leadership Class has been very successful in their fund-raising efforts having raised approximately \$90,000 and securing \$15,000 in labor contributions.

Peccia stated the project will be fully funded through the Chamber but they have requested the City manage construction activities and serve as the fiduciary. He noted City Council is being asked to waive competitive bidding and approve the contract with Vanguard Construction in accordance with their proposal.

Elenbaas asked for confirmation that this project will not be funded by the taxpayers of the City.

Peccia stated that is correct.

2021-119 Waive competitive bidding for Shay Showcase Project.

Motion was made by Elenbaas and supported by King to waive competitive bidding for the Shay Showcase Project.

Motion unanimously approved.

2021-120 Approve contract for Shay Showcase Project.

Motion was made by Elenbaas and supported by Engels to approve the contract with Vanguard Construction for the Shay Showcase Project in accordance with their proposal.

Motion unanimously approved.

Kate DeKam, Chamber of Commerce, offered congratulations to the Leadership Class and thanked the City for partnering with them on this project. She stated she was concerned about what a community service project would look like during the COVID-19 pandemic. She noted this has been one of their most successful and community supported projects to date.

B. Consumers Community Solar Garden Signage

Peccia stated the packet includes an aerial view of the proposed monument sign location off Wright Street that identifies the Consumers Solar Garden Project. He noted there was a slight color change made to the sign since the packet was initially distributed. He stated the new color design was emailed to Council prior to the meeting. He noted it is anticipated the signage will be installed prior to the ribbon-cutting event scheduled for 11:00 am on Monday, July 19, 2021.

2021-121 Approve installation of Consumers Community Solar Garden Signage.

Motion was made by Engels and supported by Schippers to approve the installation of the Consumers Community Solar Garden Signage as presented.

Motion unanimously approved.

C. COVID-19 Update

Peccia noted the Governor announced the rescission of several orders to become effective at midnight tonight that will reopen the State. He noted the City will resume in-person public meetings effective tomorrow, June 22, 2021.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2021.

Peccia noted this is the final regularly scheduled meeting of the current fiscal year and it is customary to present a resolution regarding a proposed final budget amendment for consideration.

Owen Roberts, Director of Finance, presented the proposed budget amendment.

2021-122 Adopt Resolution Amending General Appropriations Act for FY 2021.

Motion was made by Engels and supported by Schippers to adopt the Resolution Amending General Appropriations Act for Fiscal Year 2021.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Mayor Filkins stated she understands there is a desire to update the evaluation tool used for the City Manager's annual performance review. She noted this has been a topic of discussion a few times over the past several years. She stated the current evaluation tool is a hybrid of sorts that tries to measure the City Manager's performance more so in a qualitative way, but it also applies a quantitative metric as well. She noted the evaluation tool has not been updated in quite some time. She stated she would like to schedule a special work session in the very near future to review and update the evaluation tool. She noted it will likely require more than one session to complete the update. She asked for a commitment from the members of Council to work together to update and/or create an evaluation tool that everyone is comfortable with to be used in the future.

Mayor Filkins noted one of Council's greatest responsibilities is to provide the annual performance review for the City Manager. She stated the discussion in closed session tonight is not about the tool we are using but is about the performance of the City Manager over the past year. She noted it is important to share the information with the City Manager that was provided on the written performance evaluations.

King stated that Council's most important function is the oversight of the City Manager and how that is accomplished is critical. He noted over the past 3-years he has been pushing to update the evaluation process. He stated he will be making a motion to table this item because he does not believe we voted as a Council which two (2) Council Members would meet with the City Manager. In addition, he expressed concern there was a meeting held with the City Manager before there was an opportunity for the full Council to discuss everyone's thoughts. He stated if we are going to be responsible in conducting the evaluation we must take the time and the attention to detail to meet as a Council to discuss the evaluation before we meet with the City Manager to discuss what needs to be done.

King noted there is not a rush to get this done and he agrees a work session should be held to be able to provide the City Manager with goals and metrics for next year. He stated he does not believe we can make any meaningful decision on the performance of the City Manager without first having a discussion

of the full Council in a special closed session without the City Manager present. He added that he would also like to have a vote following that discussion to determine which two (2) Council Members should meet with the City Manager so there is a meaningful discussion with him so he can succeed. He stated we do not want to be a mediocre board that simply checks boxes, hands in the checked boxes, and then has two (2) members hold a discussion with the City Manager without having a discussion with the other three (3) members. He noted we want to be the best community we can be and help our City Manager be the best manager he can be.

Engels asked the City Attorney about the City Manager being present at the meeting versus not being present at the meeting. He asked if it was the City Managers decision or the Councils decision to be in closed session to discuss the performance evaluation.

City Attorney Homier stated under the Open Meetings Act (OMA) there is a provision to conduct a periodic evaluation in closed session at the manager's request. He explained the manager can request that the City Council agree to conduct the evaluation in closed session. He added there is no requirement the manager be present although there is a provision under the OMA that states if the manager wants to be present all he would need to do is revoke his request and then all those discussions would have to occur in an open meeting.

Engels asked if the City Manager's contract contains information about an evaluation tool.

Homier explained the agreement states that the criteria for which the Council ultimately decides must be done in consultation with the City Manager.

Engels asked if this means deciding the form and the metrics must be done in consultation with the City Manager.

Homier stated his understanding of the agreement is that Council has the ultimate responsibility in decision-making of what the criteria is but is required to develop the criteria in consultation with the City Manager.

Engels stated he is in favor of a work session to have that discussion.

Schippers stated holding a work session to discuss an evaluation tool moving forward is a good idea. She noted holding a meeting of only Council Members without the City Manager present to discuss his performance is concerning because some members are very skilled at persuasion and at arguing points in a group setting and others are less skilled. She noted in her years of experience in public service and in public organizations, such as public schools, if there is more than one person doing an evaluation the most effective method is to have them done independently, thus the written evaluation. She noted there are boxes to check on the current evaluation that evaluate the level of proficiency in specific areas but there is also an opportunity to provide written thoughts regarding the performance of the City Manager. She stated if there is a group of people in a discussion where one or the other has a greater power of persuasion you do not get an accurate picture of everyone's experience. She stated combining everyone's experience, having it scored, including all the written comments from each Council Member, and then having the discussion with the City Manager is more effective.

Schippers noted she does not believe it would be more effective or create a more positive environment to meet in a closed session without the person you are evaluating. She stated the purpose of the evaluation is for everyone to provide their input separately, compile the input, and then have the opportunity to share that as a whole with the person being evaluated. She noted she is strongly opposed to tabling the evaluation. She stated starting over with criteria at this point would be unfair when the

evaluation is based on the City Manager's performance over the past year. She noted this is a tool we have been using so the City Manager is aware of the expectations. She stated to table this, develop new criteria, and then measure the City Manager's performance over the past year against the new criteria would not be helpful.

King stated in his experience with both public and private boards he has never been involved in an evaluation where the board does not meet as a group without the employee to discuss performance prior to meeting with the employee. He noted he is not sure how two (2) members of Council met with the City Manager without the full Council voting on which members would perform that task. He stated he believes it would be appropriate to table this item.

Mayor Filkins noted the City Manager's contract only requires that the Mayor will meet with him regarding the evaluation before the closed session to discuss the evaluation. She stated that since she has been in office it has always been the Mayor and the Mayor Pro-Tem that has met with the City Manager to discuss the evaluation. She noted we can certainly discuss that practice moving forward. She stated this evaluation tool was being used before she became Mayor.

Mayor Filkins asked the City Attorney if our evaluation process is very different from other municipalities and if he could provide input on how to improve the evaluation tool.

Homier stated he would be happy to assist with whatever lawful objectives the City would like to pursue. He stated in his experience with other municipalities he can only recall one time when the subject of the evaluation was not present and that was because it was to hear written complaints or charges so it was not a periodic evaluation. He noted the OMA states the employee can rescind their request to go into closed session at any time and then the public body must immediately return to an open session to have that discussion. He stated it does not provide any public body the opportunity to have those discussions in a closed session without the consent of the individual named either in the periodic evaluation or in charges or written complaints.

Homier read through Paragraph 6 – Performance Evaluation of the City Manager's Employment Agreement:

The Council shall review and evaluate the performance of the employee at least once annually. This review and evaluation shall be in accordance with specific criteria developed jointly by the employee and the Council. The criteria may be revised as the Council may from time to time determine, in consultation with the employee. Further, the Mayor shall provide the employee with a written summary of the findings of the Council and provide an adequate opportunity for the employee to discuss his evaluation with the Council.

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.

2021-123 Table going into closed session.

Motion was made by King and supported by Elenbaas to table going into closed session to meet with the Manager, to set a time for Council to be able to meet and discuss with each other their evaluations for which the Manager can either have us do that in public or request that it is done in closed session ahead of meeting with him, and it is absolutely critical based on our duty to do the job we are meant to do.

Ayes: Elenbaas, King
Nays: Schippers, Engels, Mayor Filkins

Motion failed.

2021-124 Adjourn to closed session.

Motion was made by Engels and supported by Schippers to 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.

Ayes: Elenbaas, Engels, Schippers, Mayor Filkins
Nays: King

Motion carried.

2021-125 Return to open session.

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

Motion unanimously approved.

Mayor Filkins thanked Council for their time and discussion in closed session as it relates to the annual review of the City Manager. She noted she appreciates the effort from the Council Members for providing good feedback and for their participation in this annual process. She stated as discussed earlier it is certainly time to review the evaluation tool moving forward.

Mayor Filkins provided a summary of the FY2021 City Manager Evaluation:

Evaluation Categories	Council Results	City Manager Self-Evaluation
Budgeting/Fiscal Management	Exceeds	Meets
Supervision & Leadership	Exceeds	Exceeds
Community Relations	Exceeds	Exceeds
City Council Relations	Exceeds - Outstanding	Exceeds
Intergovernmental Relations	Meets/Exceeds	Exceeds
Professional Development	Exceeds - Outstanding	Meets

Mayor Filkins stated that she and Mayor Pro-Tem Schippers provided the evaluation summary to the City Manager during a recent meeting to prepare him for the closed session discussion.

Mayor Filkins noted the City Manager requested that his salary increase match the cost-of-living adjustment of 3% provided to the non-union employees and for the increase to be retroactive to May 18, 2021. She stated the adjustment would increase his annual salary from \$107,939 to \$111,177.

King asked the City Attorney if two motions are required: (1) to renew the contract, and (2) to provide a raise.

Homier stated he does not believe the contract requires that it be extended because it is “indefinite”. He noted Paragraph 2 – Term of the City Manager’s Employment Agreement states:

Employee shall commence employment on or about November 1, 2009. The employee serves for an indefinite term at the pleasure of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the employment of the employee at any time with or without cause, subject only to the provisions set forth herein.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the employee to resign at any time from his position as City Manager, subject only to the provisions herein.”

2021-126 Approve salary adjustment for City Manager.

Motion was made by Engels and supported by Schippers to increase the salary of the City Manager by 3% which raises his annual salary to \$111,177.17 effective May 18, 2021. (Amendment to Paragraph 5 – Salary of the City Manager’s Employment Agreement)

Ayes: Schippers, Engels, Mayor Filkins

Nays: King, Elenbaas

Motion carried.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

CITY COUNCIL SPECIAL MEETING MINUTES

4:30 PM – June 28, 2021
Cadillac City Hall – 200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

Mayor Filkins called the City Council meeting to order at approximately 4:30 pm.

ROLL CALL

Council Present: Elenbaas, Schippers, King, Mayor Filkins
Council Absent: Engels
Staff Present: Peccia, Wasson

APPROVAL OF AGENDA

2021-127 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

LOCAL GOVERNMENT UNIT APPROVAL FOR SOCIAL DISTRICT PERMIT FOR LONG ROAD DISTILLERS

Peccia stated Council is being asked to consider the application from Long Road Distillers for their Social District Permit. He noted after this step, Long Road Distillers will submit the approved resolution and the remainder of the required paperwork to the Michigan Liquor Control Commission (MLCC). He stated once their application is approved by the MLCC, City staff will review the paperwork and will then provide the permit.

2021-128 Approve resolution regarding a Social District Permit for Long Road Distillers.

Motion was made by King and supported by Schippers to approve the request from Long Road Distillers for a Social District Permit based on their completed package.

Motion unanimously approved.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk



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

Today's Date _____

City Received Date

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) AFTER 26 PROJECT INC Contact Address 127 W. CASS ST CADILLAC
Contact Phone(s) [REDACTED] Contact Email [REDACTED]
Sponsoring Organization AFTER 26 PROJECT INC ☐ Private ☒ Non-Profit
Purpose of Event MUSIC FESTIVAL FUNDRAISER Approx # of Attendees _____

Beginning Date: 7/31/2021 Ending Date: 7/31/2021 Reoccurring: YES ☐ NO ☒
1st Day 7/31/21 Set-up 12:00 AM/PM ☒ Start 3:00 AM/PM ☒ End 10:00 AM/PM ☒ Clean-up 10:00 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 _____

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Please Submit 30-days Prior to Event Date

Event After 26 DEBOR MUSIC FESTIVAL

Special Requests: Please Circle

Electricity

Water

Wind Screens

Sound System

Movie Screen/Projector System**

**Weather Dependent

Usage Rules

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

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 BENJAMIN HICK Total Fees Required: _____ Total Fees Paid: _____ Date ____/____/____



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

Today's Date

6/16/2021

City Received Date



All City Parks Request Form

Reason for Request 7th Annual Depot Music Fest
Organization The Depot Cafe Contact Person Kelly Hondorp
Contact Phone [REDACTED] Contact Email [REDACTED]
Date 7/31/2021 Times 3-9 pm

City Parks

Please Check One

- ☒ Downtown "Fountain" City Park
- ☐ Cadillac Commons Plaza
- ☐ Sound Garden
- ☐ The Bridge
- ☐ Naval Reserve Flower Open Space
- ☐ Tree Zoo Gazebo

City of Cadillac Guidelines:

Please read the following and initial to acknowledge your understanding

- KSH All Parks are for public use
- KSH The City does not provide any tents, tables, chairs, rugs, extension cords etc
- KSH The fountain may not be operating due to equipment break downs or weather conditions such as wind
- KSH I understand and agree to these requirements and understand if these are not met the request will be denied.
- KSH Not all parks have space for tents, chairs etc.
- KSH If needing speakers or microphone fee may be required (\$15)

Form must be emailed, mailed or brought to:

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

Print Name

Kelly Hondorp

Signature

Kelly Hondorp

Date

6/16/2021



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

Today's Date _____

City Received Date _____

MUST BE ORIGINAL CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request APRIL 26 MUSIC FESTIVAL

Contact Person BENJAMIN HICOK / KELLY HOWARD

Contact Phone _____ Contact Email _____

Date: <u>7/31/2021</u>		Street Closures	
Street Name <u>LAKE ST</u>	Beginning Location <u>HARRIS</u>	Ending Location <u>CASS</u>	
	Beginning Time <u>2:00</u> AM/PM <u>PM</u>	Ending Time <u>11:00</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 BENJAMIN HICOK Signature [Signature] Date 5/11/2021

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 3.25.21

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Banner Request Form

Monday Banner Start Date 7/26/21

Monday Banner End Date 8/9/21

(Banners are installed and removed on Mondays unless it is a Holiday, then it will be the following day)

(Banners may only be requested for one week at a time per form)

Reason for Banner Communications for Parents & Community
Organization Cadillac Area Public Schools Contact Person Cori Lindell Denman

Contact [Redacted] Contact Email [Redacted]

City of Cadillac & State

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

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

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

Print Name Cori Lindell Denman Signature Cori J Denman Date 3/25/21

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

For Office Use Only

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

Grey is white border.



Cadillac Area Public Schools
Learn More & Enroll at www.cadillacschools.org





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

Today's Date 4/25/21

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) Linda Sayfie Contact Address [REDACTED]
Contact Phone [REDACTED] Contact Email [REDACTED]
Sponsoring Organization CHS Class of 1981 ☒ Private ☐ Non-Profit
Purpose of Event Class reunion Approx # of Attendees 75 ish

Beginning Date: 8/14/21 Ending Date: 8/14/21 Reoccurring: YES NO
1st Day 8/14 Set-up 3: AM/PM Start 6: AM/PM End 11: AM/PM Clean-up 10:30 AM/PM 10:30
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

We will be renting tables/chairs and need to find out how to coordinate the pick up after event.
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?

need use of rest rooms through end of event at Pavilion

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

The Market at the Cadillac Commons Reservation Form

Event Class of 1981 40th Reunion 8/14/21
Please Submit 60 days Prior to Event Date

Special Requests: Please Circle

Electricity/Lights

Heat

Wind Screens

Usage Rules:

1. Profanity and offensive language is strictly prohibited.
2. Noise must be limited to levels that do not disturb the peace, and must be lowered at the City's request.
3. No decorations, props, or appurtenances shall be used or placed in a manner that will cause damage to the Market, grounds (including trees), or surrounding areas. The use of nails, tacks, staples, etc. is strictly prohibited, along with the use of stakes in the ground.
4. Any signage or decorations must be removed immediately following any event.
5. The sale of food and non-alcoholic beverages may require an additional license. (Code of Ordinances-Chapter 28)
6. The consumption or sale of alcoholic beverages requires approval of City Council. (Code of Ordinances-Chapter 26)
7. Quilted floor **MUST BE** protected at all times please make sure tables; chairs and etc. are equipped with rubber or felt protection.

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.

Market Hours 7:00 AM through 11:00 PM

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.

Linda Saif
Signature

Form must be mailed/emailed or delivered to Cadillac City Hall, Attention Events Coordinator at

200 N. Lake Street in Cadillac, MI 49601

lavila@cadillac-mi.net

Print Name Linda Saif Total Fees Required: \$100 Total Fees Paid: _____ Date 8/14/21



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

Today's Date 7/5/21

City Received Date

Alcoholic Beverage Request Form

Event Name Class of 1981 40th Reunion
Requesting Organization Class of 1981 - Linda Sayfie organizer
Contact Person(s) Linda Sayfie
Contact Phone [REDACTED] Contact Email [REDACTED]
Date of Event 8/14/21 Approx. number of participating groups 75
Starting Time 5:30 pm Ending Time 10 pm

City of Cadillac & State of Michigan Guidelines:

- Double fence for Public Events
- Inspection of site
- Market at the Cadillac Commons requires either all sides down or 3 sides down with one side of fencing that the city has available for rent (\$100)
- Cash Bar requires State of Michigan Liquor License
- Open Bar requires the Event to be a private event not open to public ie Weddings, reunions Etc.
- City Council Approval (Article 1 Sec. 26-8)
- Liability Insurance naming City of Cadillac

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 Linda Sayfie Signature Linda Sayfie Date 7.5.21



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

Today's Date May 11, 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) Shari Spoelman Contact Address [REDACTED]

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

Sponsoring Organization Cadillac Rotary Club ☐ Private ☒ Non-Profit ☒

Purpose of Event Community Concert Approx # of Attendees 200

Beginning Date: 07 / 25 / 21 Ending Date: 07 / 25 / 21 Reoccurring: YES ☐ NO ☒

1st Day 7/25/ Set-up 5:30 AM/PM Start 7:00 AM/PM End 9:00 AM/PM Clean-up 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 11 May 2021

City Received Date

Cadillac Rotary Performing Arts Pavilion Reservation Request Form

Please Submit 30-days Prior to Event Date

Event Cadillac Rotary Summer Concert - Luke Winslow King

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.

Reservation Fees:

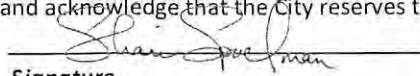
- **Daily Rate (4 hours or more) \$100**
- **Hourly Rate (less than 4 hours) \$55 per hour**
- **Non-Profit Daily Rate (4 hours or more) \$50**
- **Non-Profit Hourly Rate (less than 4 hours) \$25 per hour**

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

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

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

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


Signature

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

Print Name Shari Spoelman Total Fees Required: 0 Total Fees Paid: Date 5/11/21



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

Today's Date May 11, 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 Rotary Concert at the Pavilion - Luke Winslow King . Would like Lake Street closed to reduce congestion and enhance safety for attendees.

Contact Person: Shari Spoelman Contact Phone [REDACTED] Contact Email [REDACTED]

Date: 07 / 25 / 2021		Street Closures	
Street Name <u>Lake St</u>	Beginning Location <u>Harris</u>	Ending Location <u>Cass</u>	
	Beginning Time <u>5:30 AM/PM</u>	Ending Time <u>10:00 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 Shari Spoelman Signature Shari Spoelman Date 05/11/2021

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 _____

July 19, 2021

COUNCIL COMMUNICATION

Re: Reappointment of Mike Dolack to a Five-Year Term on the Cadillac Housing Commission

Mike Dolack has expressed interest in continuing his service on the Cadillac Housing Commission for another five-year term. He has been on this board since 2006.

Recommended Council Action:

Motion to reappoint Mike Dolack to a five-year term on the Cadillac Housing Commission, which will end on 7/19/2026.

July 2, 2021

Michigan Municipal League Annual Meeting Notice

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Grand Rapids, September 22-24, 2021. The League's "Annual Meeting" is scheduled for 4:15 pm on Wednesday, September 22 in Ambassador Ballroom East at the Amway Grand Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) To vote on the Core Legislative Principles document.

In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Druksis at the League at 800-653-2483.

B) If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on. (See #2 on page 2.)

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 20, 2021.

3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 20, 2021.

We love where you live.



Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

“Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative.”

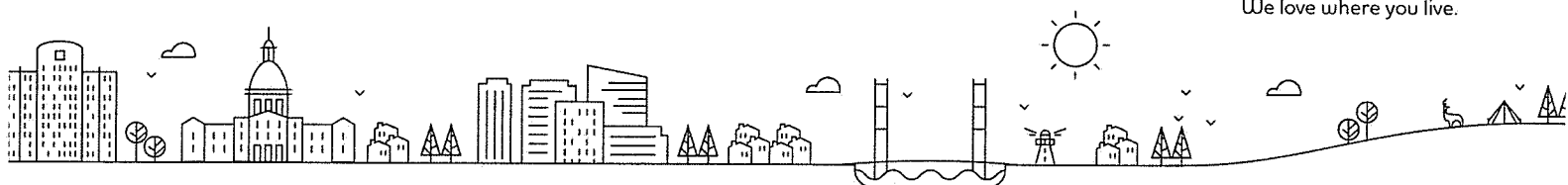
1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus, the deadline this year for the League to receive resolutions is **August 20, 2021**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

Further, “Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof.”



3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Tuesday, September 21 at Amway Grand Hotel for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

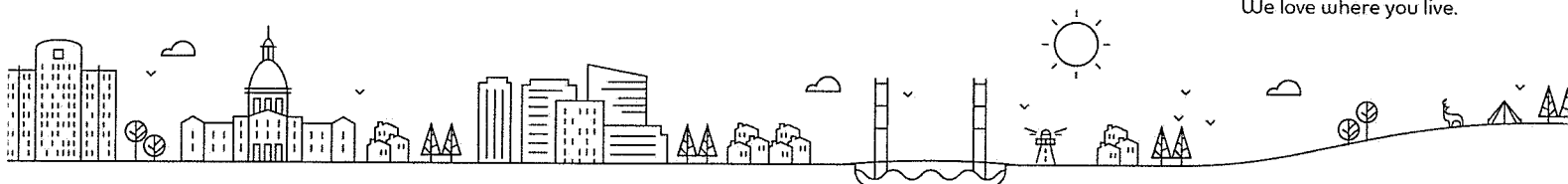
Sincerely,



William Wild
President
Mayor, City of Westland



Daniel P. Gilmartin
Executive Director & CEO



July 19, 2021

Council Communication

Re: Rezoning the property at 2713 Sunnyside Drive from the R-3 Zoning District to the TS-2 Zoning District.

Christopher and Jennifer Czekai of 7365 Bronson St. SE, Ada, MI filed an application to rezone their property at 2713 Sunnyside Drive from the R-3 zoning district to the TS-2 zoning district. The planning commission held a public hearing on June 28, 2021 and voted unanimously to recommend approval of the rezoning to the city council.

The location of the subject lot of the rezoning is shown below.



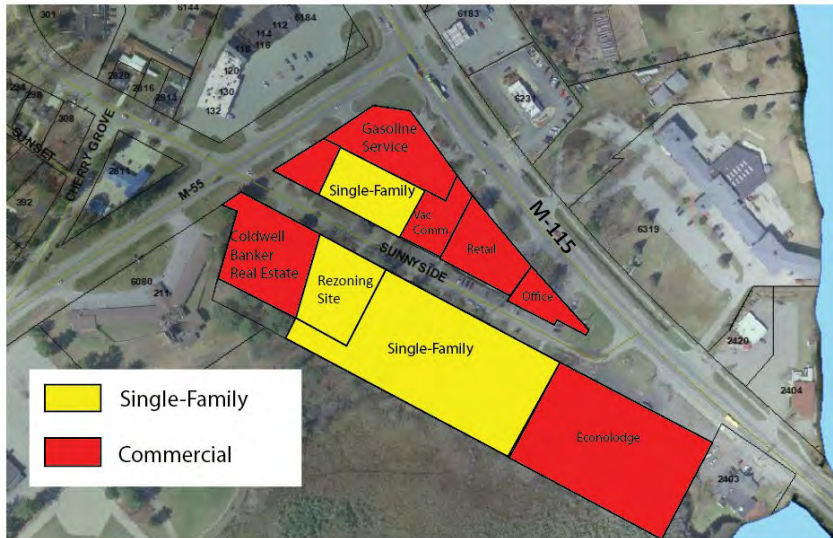
The subject lot is located on a block of primarily single-family homes with some commercial businesses intermixed. The subject lot is currently developed with a single-family home (shown below).



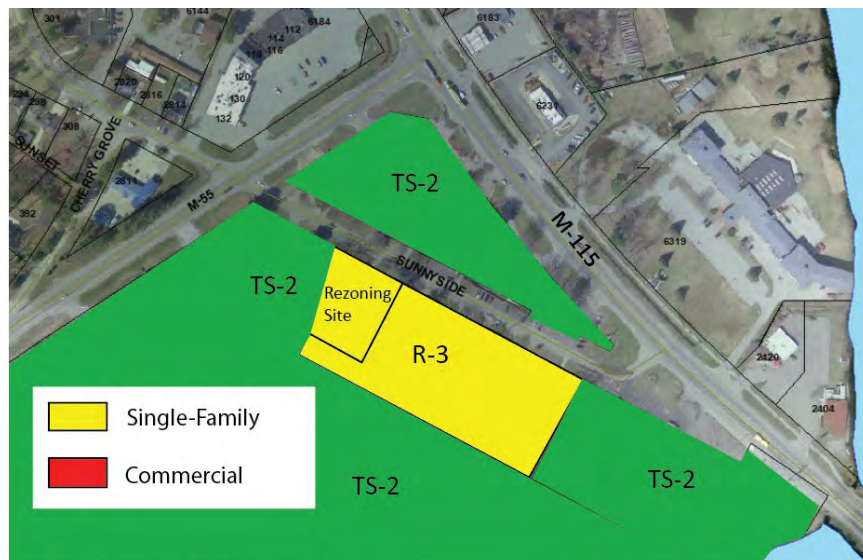
The existing R-3 zoning classification is intended primarily for low density single-family homes. The proposed rezoning district (TS-2) is designed to accommodate those activities necessary to service tourist needs including retail activities, tourist accommodations, parks, recreation and public uses of general interest to the tourist. The proposed uses of the home are for a residence and potentially as a short-term vacation rental.

The existing land uses surrounding the site are shown below.

Existing Land Use



The existing zoning in the area of the rezoning is shown below.



Most of the property surrounding the subject site of the rezoning is in the TS-2 zoning classification, the same district which is being sought in this rezoning action. The master plan has designated the proposed rezoning site for medium density residential development.

In consideration of the existing zoning, existing land use, and the city's master plan it is staff's recommendation that the proposed rezoning be granted. Past planning as well as current planning has this area of the city being planned for tourist-oriented uses. Creating tourist-oriented housing options near tourist-related commercial businesses is a compatible arrangement. All public services necessary to support uses in a TS-2 zoning classification are available at the site.

Recommended Action

To approve the RESOLUTION TO INTRODUCE ORDINANCE AMENDING THE CITY ZONING MAP AND TO SET A PUBLIC HEARING

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
Robert J. Engels
Stephen King

RESOLUTION NO. _____

**RESOLUTION TO INTRODUCE ORDINANCE AMENDING THE CITY ZONING MAP
AND TO SET A PUBLIC HEARING**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held on the 19th day of July, 2021, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Christopher and Jennifer Czekai (the "Owners") own real property in the City of Cadillac legally described as follows:

A PAR. COM. 474 FT E OF N 1/8 COR ON W SIDE SEC. 7-21-9; N 15DEG 9MIN E 178.09 FT: S 62DEG 21MIN E 202 FT TO BEG: N15DEG 9MIN E 202 FT: S 62DEG 21MIN E 174.55 FT: S 27 DEG 39MIN W 197.21 FT: N62DEG 21MIN W 130.82 FT TO BEG. CITY OF CADILLAC

and whose tax identification number is 10-104-00-017-00 (hereinafter the "Parcel"); and

WHEREAS, the Parcel is currently zoned R-3, Single Family; and

WHEREAS, the Owners submitted an application (the "Application") to the City Planning Commission requesting that the Parcel be rezoned to TS-2, Tourist Service District in order to use the Parcel as a residence and potential short term vacation rental; and

WHEREAS, upon giving notice in accordance with the Michigan Zoning Enabling Act, Act 110 of 2006, MCL 125.3101 *et seq.* ("MZEA"), the City Planning Commission conducted a public hearing regarding rezoning of the Parcel on June 28, 2021; and

WHEREAS, the City Planning Commission has recommended that the City Council amend the City Zoning Map to rezone the Parcel to TS-2, Tourist Service District; and

WHEREAS, the City Council wishes to conduct a public hearing to hear public comments regarding the Application.

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

1. Pursuant to Section 5.2 of the Charter, the City introduces the Ordinance Amending City Zoning Map (the "Ordinance," attached as Exhibit A).

2. A public hearing regarding the Application shall be held on August 2, 2021 at 6:00 p.m. in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan.

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

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

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

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. ____, duly adopted at a meeting of the City Council held on the 19th day of July, 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
Bryan Elenbaas
Robert J. Engels
Stephen King

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP

THE CITY OF CADILLAC ORDAINS:

Section 1.

The City hereby amends the City Zoning Map to change the R-3, Single Family District zoning designation and established use district as shown on the City Zoning Map for the real property legally described as:

A PAR. COM. 474 FT E OF N 1/8 COR ON W SIDE SEC. 7-21-9; N 15DEG 9MIN E 178.09 FT: S 62DEG 21MIN E 202 FT TO BEG: N15DEG 9MIN E 202 FT: S 62DEG 21MIN E 174.55 FT: S 27 DEG 39MIN W 197.21 FT: N62DEG 21MIN W 130.82 FT TO BEG. CITY OF CADILLAC
(Tax identification No. 10-104-00-017-00)(the "Parcel")

to the TS-2, Tourist Service District zoning designation and corresponding use district under Chapter 46 of the Cadillac City Code.

Section 2.

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 3.

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 4.

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

Approved this ___ day of _____, 2021.

Sandra Wasson, Clerk

Carla J. Filkins, Mayor

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
Robert J. Engels
Stephen King

NOTICE OF PUBLIC HEARING AND SUMMARY OF PROPOSED ORDINANCE

On July 19, 2021, the City Council of the City of Cadillac introduced Ordinance No. _____, An Ordinance Amending the City Zoning Map.

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, on August 2, 2021 at 6:00 p.m., at a Meeting of the City Council.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP

Section 1 of the proposed ordinance provides that the City amends the City Zoning Map to change the R-3, Single Family District designation and use district as shown on the City Zoning Map for the real property legally described as:

A PAR. COM. 474 FT E OF N 1/8 COR ON W SIDE SEC. 7-21-9; N 15DEG 9MIN E 178.09 FT: S 62DEG 21MIN E 202 FT TO BEG: N15DEG 9MIN E 202 FT: S 62DEG 21MIN E 174.55 FT: S 27 DEG 39MIN W 197.21 FT: N62DEG 21MIN W 130.82 FT TO BEG. CITY OF CADILLAC

(Tax identification No. 10-104-00-017-00)(the "Parcel")

to the TS-2, Tourist Service District zoning designation and corresponding use district under Chapter 46 of the Cadillac City Code.

Section 2 of the proposed ordinance provides that if any portion of the proposed ordinance is found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of the proposed ordinance.

Section 3 of the proposed ordinance provides that all other ordinances inconsistent with the provisions of the proposed ordinance are repealed but only to the extent necessary to give the proposed ordinance full force and effect.

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

CITY COUNCIL OF THE
CITY OF CADILLAC, MICHIGAN

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

CITY OF CADILLAC
Cadillac, Michigan
RESOLUTION
MDOT CONTRACT #21-5243

Minutes of a regular meeting of the Cadillac City Council held in the Council Chambers, Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan on Monday, July 19, 2021 at 6:00 p.m.

Council Members present:

Council Members absent:

The following resolution was offered by Council Member _____ and supported by Council Member _____:

NOW, THEREFORE BE IT RESOLVED, that the Cadillac City Council approves and authorizes the Mayor and the City Clerk to sign Contract #21-5243 between the Michigan Department of Transportation and the City of Cadillac for: Part A - Federal Participation – roundabout construction along E Division Street at Crosby Road, including pavement removal, subbase, aggregate base, hot mix asphalt surfacing, concrete curb and gutter, concrete sidewalk and sidewalk ramp, drainage, lighting, landscaping, signing and pavement markings; and all together with necessary related work; and Part B - No Federal Participation – excavation and hot mix asphalt paving along Francis Street from E Division Street to approximately 70 feet north; and all together with necessary related work.

AYES: Council Members:

NAYS:

RESOLUTION DECLARED ADOPTED.

Sandra L. Wasson, City Clerk

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Cadillac, County of Wexford, Michigan, at a regular meeting held on the 19th day of July, 2021.

Sandra L. Wasson, City Clerk
200 N. Lake Street
Cadillac, MI 49601
(231) 775-0181

Date

HSIP

DA

Control Section	HSIP 83000
Job Number	207458CON
Project	21A0661
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	21-5243

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF CADILLAC, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Cadillac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 9, 2021, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Roundabout construction along E Division Street at Crosby Road, including pavement removal, subbase, aggregate base, hot mix asphalt surfacing, concrete curb and gutter, concrete sidewalk and sidewalk ramp, drainage, lighting, landscaping, signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Excavation and hot mix asphalt paving along Francis Street from E Division Street to approximately 70 feet north; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY SAFETY IMPROVEMENT PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Highway Safety Improvement Program Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$600,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF CADILLAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



June 9, 2021

EXHIBIT I

CONTROL SECTION	HSIP 83000
JOB NUMBER	207458CON
PROJECT	21A0(661)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$856,400	\$ 8,400	\$864,800

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$856,400	\$ 8,400	\$864,800
Less Federal Funds*	<u>\$600,000</u>	<u>\$ 0</u>	<u>\$600,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$256,400	\$ 8,400	\$264,800

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



Planning Commission
April 26, 2021

Call to Order

Chairman Putvin called the meeting to order at 6:00 PM. The meeting was held virtually on GoToMeeting.com due to the current State of Michigan restrictions on public gatherings and meetings due to COVID-19.

Roll Call

Planning Commission: Filkins, Bosscher, Baumann, Fent, Putvin

Staff: Wallace, Pluger

Approval of Agenda for April 26, 2021

- A. Motion to approve the Agenda by Filkins. Supported by Baumann.
 - a. Motion approved unanimously.

Public Comments – None

Approval of March 22 2021 Meeting Minutes

- A. Motion to approve the minutes by Fent. Supported by Baumann.
 - a. Motion approved unanimously.

Public Hearings –

- A. **WL Green Ventures: Requesting a Special Land Use Permit to Operate a Medical Marijuana Retail Establishment on property in the City located at 919-929 N. Mitchell Street.**
 - a. Wallace clarified this should have been under Public Hearings and advised Putvin that the floor would need to be opened to Public Comment.
 - b. Wallace presented a power point of the site and project. Explained this is for medical retail, in the southern building. Wallace explained the buildings are zoned in B-3, which is appropriate zoning, as well as described the site plan.
 - c. Wallace discussed the marihuana requirements that were being met and were descried in the staff report, which was also shared online. All the changes that the Site Plan Review meeting requested were described. It was explained that the staff report gives Wallace's comments for each standard of the ordinance, the general answer is yes it has met the standards and no problems are found. Wallace explained that certain items are also covered under state law, and the attached packet shows the considerable lengths they have gone to comply.
 - d. Wallace explained one concern was the space for vehicles by the dumpster. They would be adding façade improvements and bike racks, driveways and spacing.

- e. Cody Newman, architect, presented on the rehabilitation of the buildings, including new exteriors and roofs. Newman also mentioned that the second building will be available for rent to another local business. The focus was to try and fit into the context of the neighborhood but improve the façade. A privacy fence will be added for security and walking improvements.
- f. Corbin Yaldoo represented the owners and explained there may be changes to the signage as a tenant is brought to second building. Corbin asked for feedback about the shrubs on the second building and changing that to allow for better signage for the tenant as well as adding a fence to the north side for added security. They also decided not to change the current sign, but to reuse the existing. They are eager for recommendations to get another partnering tenant. Yaldoo also mentioned that the state is limiting the number of medical licenses and hope that in the future if the state revokes the permit that the City of Cadillac would work with them to become recreational use in the future. He requested feedback on how to get a recreation license in the future.
 - i. Wallace explained that the best way to get changes in allowing for recreational use would be to contact the City manager and go to City Council first before the Planning Commission could do anything more for recreational. Wallace advised that they write a letter stating the shifts in the industry in the state of Michigan.
 - ii. Baumann asked that the topic move forward with the discussion of the medical proposal that is under discussion for this evening. Putvin seconded this direction and asked Yaldoo if there had been changes in the State of Michigan. Yaldoo explained it is expected that the State of Michigan will combine medical and recreation together later in 2021.
- g. Public Hearing was opened for Public Comment: No comments were made.
- h. Board member comment opened.
 - i. Putvin had question about the alley way north of the building. Newman explained that it is a sidewalk that will be repoured.
 - ii. Filkins expressed that she liked the proposed and asked Wallace to show his proposed motion.
 - iii. Putvin questioned why both buildings were presented if marihuana is only be placed in one building. Wallace explained that this is to approve both the special use and site plan for the entire property. He specified that the motion could limit the marihuana use to one building but approve site plan for the entire property.
 - iv. Putvin requested Baumann's opinion, if he thought it would be okay to have it for both buildings. And he had no comment about it.
 - v. Filkins gave opinion that this request is just for the first and that they can come back in the future to add the second location.
- i. Wallace gave proposed Motion to approve the site plan for 919-929 N. Mitchell and the special land use application for the 919 parcel, as presented with the following conditions:
 - i. Add a bicycle rack close to the front entrance.
 - ii. Submittal and approval of a photometric lighting plan by the city.

- iii. Compliance with the city engineer's recommendations as part of the administrative site plan review process.
- iv. Should any water, sewer, or storm drain infrastructure have to be moved, adjusted or improved, that it be approved by the Utilities department and the City Engineer.
- v. Continued compliance with the city zoning ordinance and Ordinance 2020-02 an Ordinance to amend section 10-3 of Chapter 10 of the Cadillac City Code (Medical Marijuana Facilities).
- vi. Motion by Filkins. Supported by Baumann.
 - 1. Approved Unanimously.

New Business –

B. Site Plan Review for Inground Pool at 710 E. Division Street

- a. Explanation from Wallace of pool application from Eric Wotila. Staff report was provided with site plan, aerial view, and zoning approval. Wallace showed the site plan and opened discussion to any attending connecting property owners, none were attending.
- b. Motion to approve the proposed underground pool and site plan by Filkins. Supported by Baumann.
 - i. Approved unanimously.

Old Business – None

Board Members Comments – None

Communications – None

Public Comments – None

- Corbin Yaldoo – how long does the approval last in the City to start construction timeline? Wallace explained it lasts a year. And that a letter would be mailed.

Other Business – None

Adjourn

- Adjourned at 7:21 PM