



City Council Meeting

October 17, 2022

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



October 17, 2022 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 October 3, 2022
Support Document III-A

B. Minutes from the closed session held on October 3, 2022

IV. PUBLIC HEARING

A. Public hearing regarding Public Parking Lot Special Assessment.
Support Document IV-A

Cadillac City Council Agenda

October 17, 2022

Page 2

V. COMMUNICATIONS

- A. Toy Town Toy Trot
Support Document V-A

VI. APPOINTMENTS

- A. Recommendation regarding reappointment to the Planning Commission.
Support Document VI-A

VII. CITY MANAGER’S REPORT

- A. Recommendation regarding Fire Department Hydraulic Rescue Tools.
Support Document VII-A
- B. Recommendation regarding Spectrum Internet Services at new Wellfield.
Support Document VII-B
- C. Bids and Recommendation regarding Chestnut Street Water Main Project.
Support Document VII-C

VIII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt resolution approving MDOT Contract for reconstruction along West Division Street from Colfax Street to Linden Street.
Support Document VIII-A

IX. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Downtown Development Authority
Support Document IX-A

X. 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.

Cadillac City Council Agenda

October 17, 2022

Page 3

XI. GOOD OF THE ORDER

XII. CLOSED SESSION

Adjourn to closed session to discuss a written confidential legal opinion with the City Attorney.

XIII. 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

October 3, 2022

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

APPROVAL OF AGENDA

2022-172 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

Ian Satchell, Masonic Lodge, expressed opposition to the proposed Public Parking Lot Special Assessment.

Richard Shultz, Cadillac 4 Theater, expressed opposition to the proposed Public Parking Lot Special Assessment.

Pastor Troy Baxter invited members of City Council to New Hope Center's 30th Anniversary Banquet to be held at 6:00 pm on October 6, 2022.

Marla Courtney noted she is starting a nonprofit organization called Jam and Bread. She stated youths will have the opportunity to learn a musical instrument (Jam) and make and sell their own products (Bread).

CONSENT AGENDA

2022-173 Approve consent agenda as presented.

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

Motion unanimously approved.

PROCLAMATION

A. Support Your Local Chamber of Commerce Day

Mayor Filkins read a Proclamation for Support Your Local Chamber of Commerce Day (October 19, 2022).

COMMUNICATIONS

A. Cadillac Band Boosters

2022-174 Approve the display of a banner for Cadillac Band Boosters.

Motion was made by Elenbaas and supported by Engels to approve the display of a banner from October 31, 2022 to November 7, 2022 for the Cadillac Band Boosters Hobby and Craft Show.

Motion unanimously approved.

B. United Way

2022-175 Approve the display of a banner for the United Way.

Motion was made by Elenbaas and supported by Engels to approve the display of a banner from October 10-17, 2022 for the United Way.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Downtown Development Authority/Business Improvement District By-Laws Amendments.

Peccia stated the modifications to the by-laws establishes very clearly the process for the appointment of chairperson and vice chairperson and establishes the ability for the board to annually set their regular meeting location, dates, and times.

2022-176 Approve DDA/BID By-Laws Amendments.

Motion was made by King and supported by Elenbaas to approve the stated amendments to the DDA/BID By-Laws as approved by the DDA/BID to amend Article 1, Section 2 and Article 2, Section 2 of the DDA/BID By-Laws.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Nos. 1, 2, and 3 regarding Public Parking Lot Special Assessment.

Peccia stated there are three (3) resolutions, one of which sets the public hearing to allow for input from the public. He noted if Council sets the public hearing, a letter will be mailed tomorrow to all businesses within the Special Assessment Area informing them of the date and time of the public hearing. He stated the Assessment is increasing approximately 10% in an attempt to come closer to meeting our operational costs which are also increasing. He noted it is subsidized by the General Fund and pays for the maintenance of the public parking lots in the downtown area.

King responded to the comments made by Mr. Schultz and Mr. Satchell by stating it is critical that members of the public provide their input before any action is taken by the City Council regarding the Special Assessment. He encouraged people to share their thoughts and ideas with the City Manager or the City Council.

Mayor Filkins requested City Council be provided a copy of the information that will be presented at the public hearing.

2022-177 Adopt Resolution Nos. 1, 2, and 3 regarding Public Parking Lot Special Assessment and set public hearing.

Motion was made by King and supported by Engels to adopt Resolution Nos. 1, 2, and 3 regarding Public Parking Lot Special Assessment and set a public hearing for October 17, 2022.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

King stated that he and Mayor Filkins attended the Ribbon Cutting Ceremony for the Trailhead. He noted he believes it will be a very good asset to the community. He encouraged people to be involved and provide their input because great things can happen.

Mayor Filkins stated she worked at the White Pine Ride event. She noted there were people from all over the state. She stated there was a great turnout at the event and there was a lot of positive feedback on what we have done in the City.

Elenbaas stated it is wonderful Mr. Sjogren is making a contribution for the pickleball courts. He questioned whether there has been any core drillings done on the proposed site because it is a problematic area due to a previous factory in that area. He also asked if anyone has looked at any sewer or water lines at that site.

Peccia stated he does not believe there needs to be any core drillings due to the type of construction for the pickleball courts and because the City already owns the property. He stated he will consult with the City engineer regarding sewer or water infrastructure at that site.

King stated at the previous meeting it was mentioned that they are planning to build-up the site to ensure proper drainage.

CLOSED SESSION

Adjourn to closed session to discuss a written confidential legal opinion with the City Attorney.

2022-178 Adjourn to closed session.

Motion was made by Engels and supported by Elenbaas to adjourn to closed session to discuss a written confidential legal opinion with the City Attorney.

Motion unanimously approved.

2022-179 Return to open session.

Motion was made by King ang supported by Engels to return to open session.

Motion unanimously approved.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

October 17, 2022

Council Communication

Re: 2022 Business Improvement District Public Parking Lot Special Assessment Resolution 4

The Downtown Development Authority/Business Improvement District Board approved a proposed five-year public parking lot special assessment roll at their meeting on September 28, 2022. City staff has met with the DDA/BID several times to discuss and formulate the new assessment roll. The Board considered basing the assessment on building size alone, but in reviewing the assessment numbers, didn't believe these results were as equitable as the formula that had been used in the past. The city has budgeted \$92,400 for the maintenance of the public parking lots in the first year of the new program. The city and the Business Improvement District Board recommend that \$59,400 (64%) of this amount should be raised from the new special assessment program.

The proposed public parking lot special assessment roll is based on the previous two five-year special assessment formulas. The formula continues to use parking demand (50%), building size (30%), and contiguity to public parking lots (20%) as the factors on which the assessment amounts are based. The amounts that each of these factors comprise of the total annual assessment amount of \$59,400 are:

<u>Assessment Factor:</u>	<u>%</u>	<u>Portion of Assessment</u>
Parking Deficiency Assessment:	50%	\$29,700
Square Feet Assessment:	30%	\$17,820
Proximity Assessment:	20%	\$11,880

Changes made to the formula for this proposed special assessment roll include updated parking demand calculations and more accurate building size numbers taken directly from the county property assessment records. The new parking demand calculations are mainly based on the Parking Generation Manual (5th Edition) prepared by the Institute of Transportation Engineers. Observed parking patterns in the Cadillac area were also used to fine tune the parking demand ratios. As with the previous five-year assessment program, all property owners are credited for the number of private parking spaces they provide. Property owners are not charged for portions of their building which are not suitable for business use and access by the public.

Recommended Action

It is recommended that City council approve the 2022 Business Improvement District Public Parking Lot Special Assessment Resolution No. 4.

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
Robert Engels
Stephen King
Bryan Elenbaas

RESOLUTION NO. _____

2022

BUSINESS IMPROVEMENT DISTRICT
PUBLIC PARKING LOT SPECIAL ASSESSMENT RESOLUTION NO. 4

Minutes of a Regular Meeting of the City Council of the City of Cadillac, held in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, on October 17, 2022, at 6:00 p.m.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

WHEREAS, the City Council has conducted a public hearing regarding the special assessment roll prepared for the purpose of defraying the cost of the operation and maintenance of certain downtown off-street parking lot (the "Parking Lot Improvements"), which improvements are described in **Exhibit A** and incorporated by reference;

WHEREAS, after conducting the public hearing and after carefully reviewing the special assessment roll, the Council deems it advisable and necessary to proceed with the special assessment for the Parking Lot Improvements and deems the assessments contained in the special assessment roll to be in accordance with the benefits to be

derived by each parcel of land assessed;

WHEREAS, the Council has not received written objections by owners of more than one-half (1/2) of the property to be assessed;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make the Parking Lot Improvements and to defray the cost by special assessment upon the properties specially benefited in proportion to the benefits to be derived.

2. The City Council hereby approves the profiles, plans, specifications, and detailed estimates of cost for the Parking Lot Improvements. The City Council further determines the estimated five-year cost of the Parking Lot Improvements to be \$462,000 (\$92,400 annually). The City Council determines to specially assess approximately 64% of the total estimated cost, being \$297,000 (\$59,400 annually), across the 87 parcels benefitted by the Parking Lot Improvements, as further set forth in this Resolution. The City may make periodic redeterminations of cost and adjust the amount of the assessments accordingly to the extent allowed by applicable law, and the City may make additional pro rata assessments to supply any deficiency if the amount assessed is insufficient to pay the cost of the Parking Lot Improvements.

3. The City Council hereby designates the lots and parcels of land set forth in **Exhibit B** as the property to comprise the special assessment district upon which the special assessments shall be levied.

4. The special assessment roll, attached as Exhibit B, is hereby confirmed and shall be known as Business Improvement District Parking Special Assessment Roll No. **3** ("Roll").

5. The Roll is divided into five (5) equal annual installments. Each installment is due and payable on December 1 of each year, with the first installment due and payable on or before December 1, 2022.

6. All special assessments contained in any special assessment rolls, from the date of confirmation of such roll, constitute a lien upon the respective lots or parcels of land assessed and until paid shall be a charge against the respective owners of the several lots and parcels of land and a debt to the City from the persons to whom they are assessed. Such lien shall be of the same character and effect as the lien created by the City Charter for City taxes.

7. The City Clerk is hereby directed to endorse the date of confirmation on the roll.

8. All Resolutions and parts of Resolutions that conflict with the provisions of this Resolution are hereby rescinded insofar as they conflict with this Resolution.

AYES: Councilpersons _____

NAYS: Councilpersons _____

RESOLUTION DECLARED ADOPTED.

Sandra 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, Michigan, Wexford County, at a Regular Meeting held on October 17, 2022, and that public notice of said meeting was given as required by Public Act 267 of Public Acts of 1976, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

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

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The Parking Lot Improvements will consist of ongoing repair, maintenance, and snow removal for the parking lot areas within the following boundaries of the special assessment district:

All of Blocks "A", "B", "C", "D", "H", "L", "K", "1", "2", "4", "5", "14", Lots 4-6 Block "3", Lots 1-7 Block "E", Lot 1-9 Block "6", Lots 7-12 Block "13", and Lots 1-6 Block "21", Block "G" Lying Easterly Of Lake Street, Mitchell's Revised Plat of Clam Lake, (now the City of Cadillac), Wexford County, Michigan.

AND

All of J. Cummer & Son's Subdivision of Block "F", Mitchells Revised Plat of The City Of Cadillac, Wexford County, Michigan.

AND

That part of the abandoned Grand Rapids Railroad Right-of-Way in Section 4, Town 21 North, Range 9 West and Section 33, Town 22 North, Range 9 West, City Of Cadillac, Wexford County, Michigan, Lying North of Ann Arbor Railroad Right-of-Way and South of a line 200 feet North of the North Right-of-Way Line of West Pine Street.

AND

Part of Outlot 7 Com. at SW Corner of S. Mitchell & Chapin, S 225', W 125', N 100', W 193' M/L To Grand Rapids Railroad Right-of-Way, N'ly Along RR Right-of-Way to Chapin Street Right-of-Way, E to Pt of Beginning & that part of Outlot 9 Lying South of Chapin Street & W of Grand Rapids Railroad & E of the Ann Arbor Railroad, Mitchell's Revised Plat of Village of Clam Lake, Now City Of Cadillac, Wexford County, Michigan.

EXHIBIT B

SPECIAL ASSESSMENT ROLL

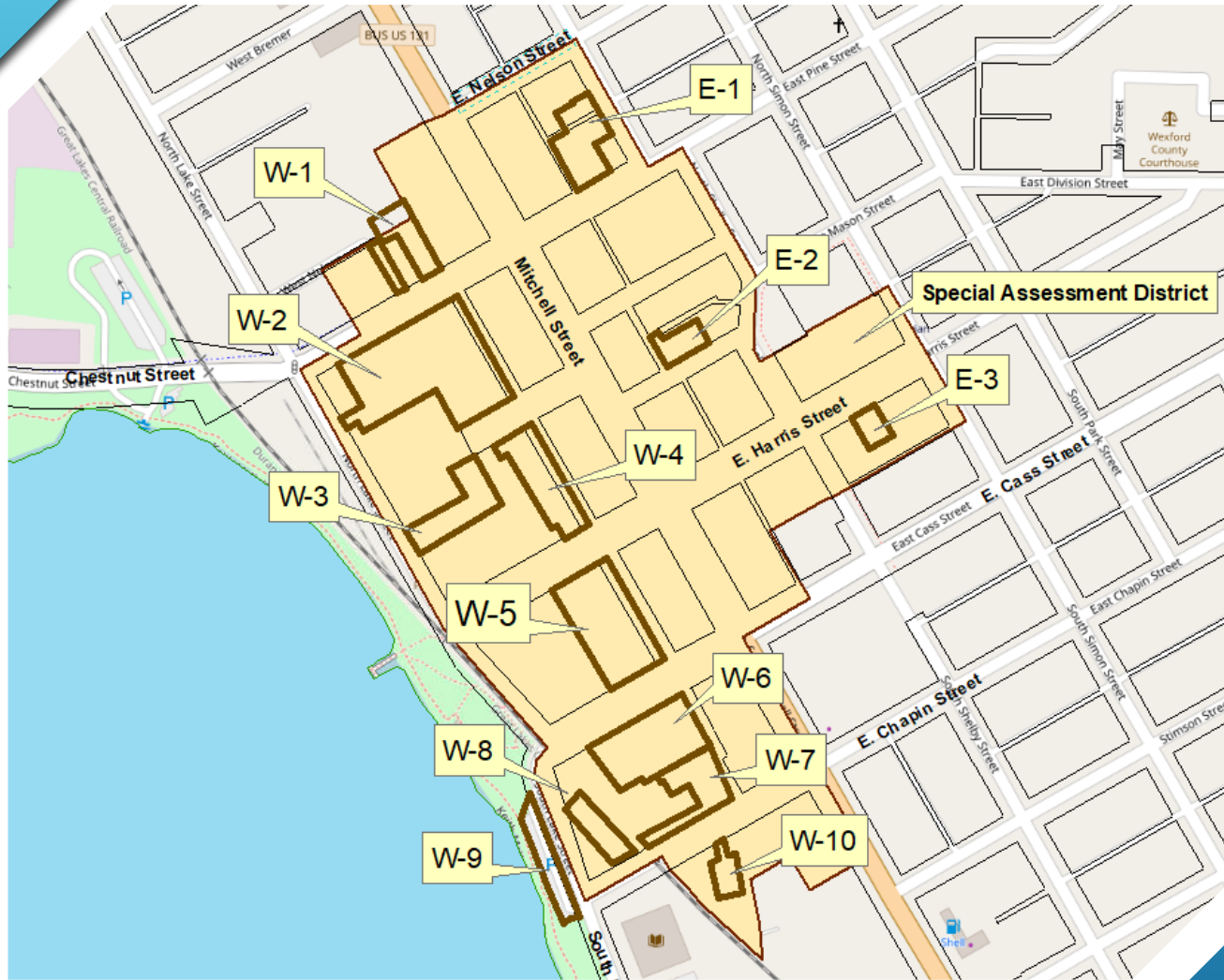
Business Address	Business Name	Property Owner	Total 5-Yr Assessment
101 E. Harris Street	Val Vista RV Park, LLC	Val Vista RV Park, LLC	\$4,917.80
101 S. Mitchell	Serendipity	M2K Group LLC	\$4,407.70
102 S. Mitchell	Lakeside Title	City Park Professional Building	\$3,894.85
103 N. Mitchell	Huntington Bank	Citizens Bank	\$7,033.05
105, 107, 109 S. Mitchell	Charming North	Charming North Properties LLC	\$6,178.70
106 S. Mitchell	Clam Lake Beer Co.	SCFRC HW-LLC	\$8,463.85
108 N. Mitchell	Cadillac Pharmacy	Cadillac Pharmacy Parking Lot LLC	\$1,537.10
107 N. Mitchell	Patterson's Flowers	Ridges & Dashes LLC	\$5,665.80
108 S. Mitchell	Advance Realty	Edward & Carol Coe-Vokes	\$2,971.20
108 Beech Street	Salon 108	Donald & Patricia Clous	\$998.40
109 N. Mitchell	Lee Brown Building	Lee J Brown Trust	\$5,003.00
110 N. Mitchell	City 2 Shore	Michigan Troll LLC	\$3,007.05
110 S Mitchell	Heart to Heart Balloons	Keith & Theresa Cottier	\$1,563.90
111 N. Shelby Street	Five Star Realty	G3GROUP LLC	\$540.55
111 S. Mitchell	Sweet Shop	Janeen Russell	\$2,506.55
112 Beech Street	Mitchell Investment	Beech Street Investments LLC	\$721.70
112 N. Mitchell	Simply Delightful	Delightful Properties LLC	\$3,061.80
112 S. Mitchell	Brinks Framing	Early Bird Investments LLC	\$2,703.75
112 Spruce Street	Keith Tianen	Keith Tianan	\$2,933.95
114 N. Mitchell	Family Supportive Services	Family Supportive Services of N. MI	\$1,142.15
114 S. Mitchell	Landing Dance Academy	Watterstrong Holdings LLC	\$2,989.50
114 W. Pine Street	Mercantile Bank	Mercantile Bank of Michigan	\$2,736.50
116 E. Nelson Street	Genysis Mortgage	Bruce & Kimberly Meek	\$327.40
115 E. Cass Street	Fifth-Third Bank	Fifth Third Bank	\$759.25
115 N. Mitchell	Fresh Coast Provisioning LLC	Ecek Holding LLC	\$4,457.90
117 S. Mitchell	Horizon Book Store	Cadillac 2002, LLC	\$4,263.00
116 N. Mitchell	Lutz & Singer	Lutz & Singer LLC	\$1,281.55
116 S. Mitchell	Smith & Schepers CPA	116 Mitchell Properties LLC	\$2,849.90
116 W. Harris Street	Baker College Housing	Baker College	\$3,270.25
116 E. Pine Street	Book Nook	Kenneth & Cheryl Haysmer	\$4,780.85
117 N. Mitchell	Blossom/Balkema Law	Ecek Holding LLC	\$9,634.00
119 S. Mitchell	Raven Social	Freiberg Holdings LLC	\$8,572.75
118 S. Mitchell	Oasis	Cadillac Area Oasis	\$2,222.55
119 N. Shelby	Active Chiropractic of Cadillac	DTJB Holdings LLC	\$323.30
120 W. Chapin Street	EGLE	Cadillac Downtown Development	\$4,179.40
120 W. Harris Street	McCurdy Wotila	Parkview LLC	\$5,440.35
122 S. Mitchell	Elks	Elks Temple	\$8,642.50
121 N. Mitchell	Hines Professional Bldg.	Margaret Hines	\$3,292.30
121 W. Chapin Street	Zachary Miller- State Farm	Cadillac Professional Building	\$1,429.25
121 S. Mitchell	Fifth Third Bank	Fifth Third Bank	\$5,831.60
123 N. Mitchell	Blick Dillon Insurance	Dale & Joann Suminski	\$3,171.25
124 S. Mitchell	Remax Central	DMQ Holdings LLC	\$2,675.15
126 N. Mitchell	Masonic Building	Masonic Temple Association	\$7,797.35
126 W. Harris Street	Parkview Lanes	W D D Property LLC	\$4,389.20

127 W. Cass Street	Amvets/After26	AMVETS Post	\$1,353.70
128 N. Mitchell	Cadillac News	Cadillac Evening News	\$5,180.10
134 W. Harris Street	Baird/Cotter/Bishop	Eastshore Professional Building LLC	\$6,209.60
138 W. Harris Street	Huntington Bank	Citizens Bank	\$991.10
200 N. Lake Street	City Offices	City of Cadillac	\$11,192.25
201 N. Mitchell	Old City Hall	OCH LLC	\$10,099.75
202 S. Mitchell	Cadillac 4 Theater	Goodrich Theater Propco LLC	\$11,190.00
205 E. Harris Street	AT&T	Michigan Bell Telephone	\$9,411.05
205 N. Mitchell	Cosmotology School	James & Dena Gregory	\$6,084.15
207 N. Mitchell	Coffey Insurance	Timothy Coffey	\$936.70
209 N. Mitchell Street	La Vie & Rose	LJR Property Management LLC	\$2,485.70
210 N. Mitchell Street	Lake Cadillac Restaurant Group	Blackmer-Kulhavi Property Group LLC	\$3,200.00
210 S. Mitchell Street	Roaring 20's Bar	James & Dawn Feister	\$3,111.55
215 N. Mitchell Street	Country Cottage	Thomas & Karen Taylor	\$3,752.85
214 E. Harris Street	Kelly McCann	Kelly McCann	\$1,381.25
214 N. Mitchell Street	Lake Cadillac Restaurant Group	Blackmer-Kulhavi Property Group LLC	\$4,447.20
214 S. Mitchell Street	Cadillac Printing	Cadillac Printing Company	\$3,652.50
216 S. Mitchell Street	Spec Tech Computers	Jason Specht	\$1,728.85
219 N. Mitchell Street	Apple Valley/Agape	Apple Valley Properties LLC	\$5,037.20
218 N. Mitchell Street	Ticconi's	Fred & Kathy Moomey	\$3,471.30
220 S. Mitchell Street	Midas	Brian & Scott Peterson	\$1,542.55
222 E. Harris Street	Jacob's Chiropractic	R.E. Jacobs	\$1,236.05
222 N. Lake Street	Chamber of Commerce	City of Cadillac	\$2,039.50
222 N. Mitchell Street	Simply Delightful	Bigelow Development LLC	\$3,405.15
223 N. Mitchell Street	Johnson Insurance	CJB Cadillac LLC	\$1,200.65
301 N. Mitchell Street	Eli Hoffert's Bldg.	Elijah & Kristin Hoffert	\$3,436.00
302 N. Mitchell Street	Pizza Plus	David & Ann Kennard	\$2,286.60
302 S. Mitchell Street	Horizon Bank	Horizon Bank	\$1,869.80
304 N. Mitchell Street	Blue Heron	Brian & Julia Williams	\$3,800.10
305 N. Mitchell Street	Generation Insurance	LJR Property Management LLC	\$2,466.00
307 N. Mitchell Street	Troy & Jeanette Hill	Troy & Jeanette Hill	\$1,860.85
309 N. Mitchell Street	New Image Hair Salon	Carol Brewster	\$1,249.05
311 N. Mitchell Street	McClain Cycle	McLain Management LLC	\$2,520.35
313 N. Mitchell Street	War Games North	Unobtainium LLC	\$1,851.15
315N. Mitchell Street	Edward Jones	Clam Lake Property LLC	\$1,020.10
317 N. Mitchell Street	Owl Eye	Aaron Fekete & Kim Jinyoung	\$1,081.10
319 N. Mitchell Street	G&D Pizza	PAKMAK LLC	\$2,680.50
324 N. Mitchell Street	Peterson's Service	Peterson Services Inc	\$1,967.20
			\$296,999.25

CITY OF CADILLAC DOWNTOWN PARKING ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT WITH PUBLIC PARKING LOT LOCATIONS

- ▶ 13 Public Parking Lots
- ▶ 82 Properties in District



PARKING LOT ASSESSMENT ROLL BUDGET

- ▶ **Total Fund Annual Budget** \$ 92,400 100%
- ▶ **Reimbursed by Assessment** \$ 59,400 64%
- ▶ **City Funded Portion** \$ 33,000 36%
- ▶ **Total Fund Budget- 5-year** \$462,000
 - ▶ **Business Portion** \$ 297,000
 - ▶ **City Portion** \$ 165,000
- ▶ **Note:** Total fund budget includes 10% increase over the previous 5-year assessment period.

- ▶ **Assessment is based on three factors:**
 - ▶ **Parking demand generation (50% of assessment)** (How much parking is needed to service a business or organization).
 - ▶ A business is assigned a parking demand formula of 1 to 6 parking spaces per 1,000 square feet of gross floor area based on type of business to determine their parking requirement. Credit is given for parking spaces a business provides on their own property. (Parking demand from ITE Parking Generation Manual 5th Edition)
 - ▶ **Building size (30% of assessment)** (based on square feet within a building according to the county assessment records).
 - ▶ **Contiguity with the public parking lots (20% of assessment)** (Is the business contiguous or not contiguous to a public parking lot).

PARKING LOT ASSESSMENT FORMULA

▶ Assessment Factor:	<u>%</u>	<u>Portion of Assessment</u>
▶ Square Feet Assessment:	30%	\$17,820
▶ Parking Deficiency Assessment	50%	\$29,700
▶ Contiguous/Proximity Assessment	20%	\$11,880

YEAR 1 ASSESSMENT (\$59,400)

- ▶ Annual projected cost for maintenance \$92,400
- ▶ Public parking lot spaces: 687
- ▶ Annual maintenance cost per parking space: **\$134.00**
- ▶ Private Parking Lot Maintenance Example: Cobb/Mitchell Building (35 space parking lot)
 - ▶ Annual plowing and salting: \$5,046
 - ▶ Other Maintenance (striping, sealing, top coating and inflation): \$2,200
 - ▶ Annual cost per parking space: **\$207.00**

MAINTENANCE COST COMPARISON

City of Cadillac									
Parking Lot Assessment Roll									
Renewal: 2022									
		Prior:	Assessment Breakdown			Total		Per Parcel	
Total Fund Budget		72,000	Parking Deficiency	50%	29700	11880			
Reimbursed by Assessment Goal:		75%	Square Feet	30%	17820	# Contiguous	49	7920	161.63
Assessment Level		54,000	Contiguous Status	20%	11880	# Non-contiguous	33	3960	120
					59400	*10% increase to each category for 2022			
							82		

#	Business Address	Business Name	Code #	Property Owner	Mailing Address	City	State	Zip	Total Square Feet	Portion of Total Sq Ft	Square Feet Assessment	Parking Spaces Required	Parking Spaces Provided	Parking Space Deficiency	Portion of Total Deficiency	Parking Deficiency Assessment	Contig-uous?	Proximity Assessment	Total New Assessment	2021 Assessment	Change from 2021	Total 5-Yr Assessment
75	301 N. Mitchell Street	Eli Hoffert's Bldg.	86-041	Elijah & Kristin Hoffert	2113 S 33 Rd	Cadillac	MI	49601	5,910	1.0477%	\$186.69	16	2	14	1.1410%	\$338.88	Yes	\$161.63	\$687.20	\$458.08	\$229.12	\$3,436.00
76	302 N. Mitchell Street	Pizza Plus	86-305	David & Ann Kennard	302 N Mitchell St	Cadillac	MI	49601	2,464	0.4368%	\$77.84	12	3	9	0.7335%	\$217.85	Yes	\$161.63	\$457.32	\$640.48	(\$183.16)	\$2,286.60
77	302 S. Mitchell Street	Horizon Bank	86-506-01	Horizon Bank	515 Franklin St	Michigan City	IN	46360	4,208	0.7460%	\$132.93	13	8	5	0.4075%	\$121.03	No	\$120.00	\$373.96	\$366.84	\$7.12	\$1,869.80
78	304 N. Mitchell Street	Blue Heron	86-306	Brian & Julia Williams	304 N Mitchell St	Cadillac	MI	49601	5,150	0.9129%	\$162.69	20	2	18	1.4670%	\$435.70	Yes	\$161.63	\$760.02	\$613.13	\$146.89	\$3,800.10
79	305 N. Mitchell Street	Generation Insurance	86-042	LJR Property Management LLC	223 S Huron Rd	Au Gres	MI	48703	3,600	0.6382%	\$113.72	11	2	9	0.7335%	\$217.85	Yes	\$161.63	\$493.20	\$293.94	\$199.26	\$2,466.00
80	307 N. Mitchell Street	Troy & Jeanette Hill	86-043	Troy & Jeanette Hill	6975 E 34 RD	Cadillac	MI	49601	3,600	0.6382%	\$113.72	7	3	4	0.3260%	\$96.82	Yes	\$161.63	\$372.17	\$269.38	\$102.79	\$1,860.85
81	309 N. Mitchell Street	New Image Hair Salon	86-044	Carol Brewster	309 N. Mitchell Street	Cadillac	MI	49601	2,025	0.3590%	\$63.97	4	3	1	0.0815%	\$24.21	Yes	\$161.63	\$249.81	\$425.16	(\$175.35)	\$1,249.05
82	311 N. Mitchell Street	McClain Cycle	86-045	McLain Management LLC	110 Fairlane Dr	Traverse City	MI	49684	3,178	0.5634%	\$100.39	10	0	10	0.8150%	\$242.05	Yes	\$161.63	\$504.07	\$488.44	\$15.63	\$2,520.35
83	313 N. Mitchell Street	War Games North	86-046	Unobtainium LLC	313 N Mitchell St	Cadillac	MI	49601	2,772	0.4914%	\$87.57	7	2	5	0.4075%	\$121.03	Yes	\$161.63	\$370.23	\$329.84	\$40.39	\$1,851.15
84	315N. Mitchell Street	Edward Jones	86-049-01	Clam Lake Property LLC	721 Arbutis Dr	Cadillac	MI	49601	1,342	0.2379%	\$42.39	4	3	0	0.0000%	\$0.00	Yes	\$161.63	\$204.02	\$197.58	\$6.44	\$1,020.10
85	317 N. Mitchell Street	Owl Eye	86-048	Aaron Fekete & Kim Jinyoung	7050 M-115	Cadillac	MI	49601	1,728	0.3063%	\$54.59	7	3	0	0.0000%	\$0.00	Yes	\$161.63	\$216.22	\$203.51	\$12.71	\$1,081.10
86	319 N. Mitchell Street	G&D Pizza	86-049	PAKMAK LLC	P.O Box 286	Cadillac	MI	49601	13,172	2.3350%	\$416.10	32	50	0	0.0000%	\$0.00	No	\$120.00	\$536.10	\$587.16	(\$51.06)	\$2,680.50
87	324 N. Mitchell Street	Peterson's Service	86-310	Peterson Services Inc	P.O. Box 670	Cadillac	MI	49601	8,656	1.5344%	\$273.44	19	26	0	0.0000%	\$0.00	No	\$120.00	\$393.44	\$374.88	\$18.56	\$1,967.20
									564,112	100.00%	\$17,819.99	1,598	409	1,227	100.00%	\$29,700.02		\$11,879.87	\$59,399.88	\$53,672.06		\$296,999.40

Total Parcels in Assessment82

Average Assessment\$810.90

Parcels Above Average27

of Parcels Below Average60

Today's Date 10/5/2022

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) Thaddeus Gormesore Contact Address 122 S. Mitchell St
Contact Phone([REDACTED]) Contact Email [REDACTED]
Sponsoring Organization Toy Town ☒ Private ☐ Non-Profit
Purpose of Event Raise Money for Toys for Tots Approx # of Attendees 100

Beginning Date: 11/19/22 Ending Date: 11/19/22 Reoccurring: YES ☐ NO ☒
1st Day 11/19/22 Set-up 7:00 AM/PM Start 11:00 AM/PM End 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

Today's Date 10/5/2022

City Received Date



Race Request Form

Name of Race TOY TOWN TOY TROT
Purpose of Race Raise Funds to Purchase Toys for Toys for Tots
Requesting Organization Toy Town of Cadillac
Contact Person(s) Thaddaeus Gommerson
Contact Phone [REDACTED] Contact Email [REDACTED]
Date of Race 11/19/22 Approx. number of participants 100
Registration Location Toy Town City Park Registration Time 8:00 AM/PM
Starting Time 9:00 AM/PM Ending Time 11:00 AM/PM

City of Cadillac Rules

- The City's designated route must be used unless approved by Police Department (Route on backside)
- If marking the route, washable sidewalk chalk or small signs placed in the City right-of-way must be used
- Spray paint is **not** allowed and will be strictly enforced & fines will be issued
- Organizations are responsible for all clean-up including removal of signs and pavement markings
- The Police Department does not provide escorting services
- Organizations are responsible for providing designated safety and security workers & escorts
- No streets are to be blocked off unless reviewed with City Staff & approved by City Council
- Participants must follow all State & City laws
- Organizations are responsible for providing their own tables, tents, porta johns etc...

The following must be provided with this request:

- ☐ Proof of Liability Insurance (1 million & City of Cadillac named as additional insured)
- ☐ Proof of Marine Permit from DNR if race takes place in the Lake
- ☐ Approval from Wexford Road Commission & Wexford County Police Dept. if race is outside of City Limits
- ☐ Detailed Daily schedule/agenda of races and events

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 Thaddaeus Gommerson Signature [Signature] Date 10/05/2022

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 _____
Risk Management _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____

5K - RUN

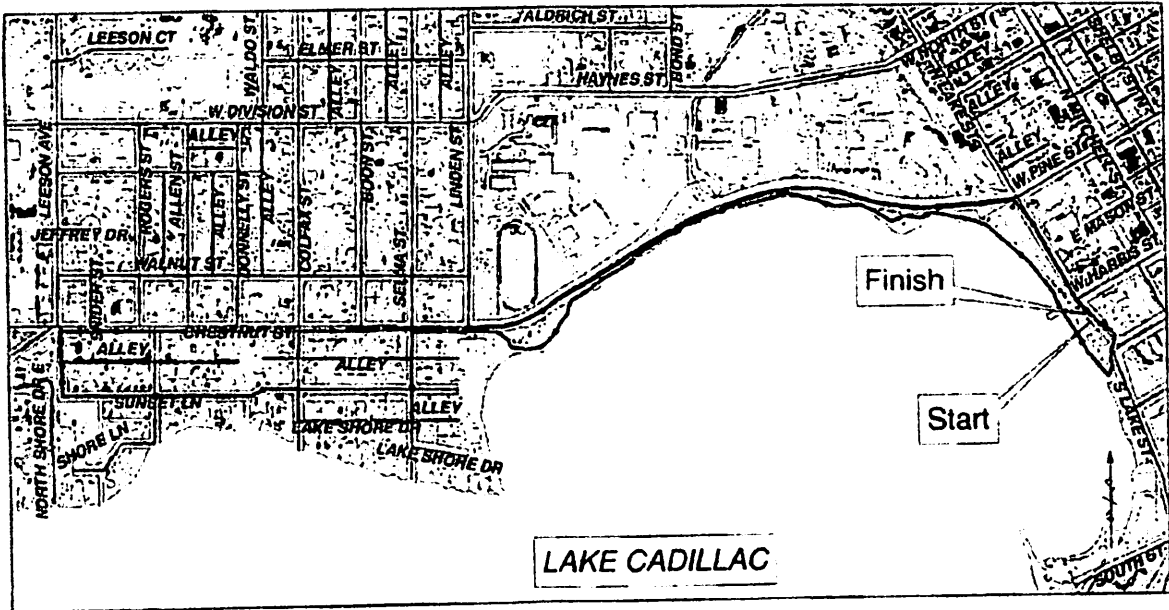
Date ----- 2016

Race Start Time: ----- AM

Race Starts and Ends at City Park

Lake Street

Surface: Sidewalk and Road



Legend

2020-04-23

— **Wash. Post**, 1/25/82

Note: The course is marked and ----- are on the course to provide directions and safety

Today's Date _____

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 Toy Town Toy Trot 5K Race
Contact Person Thuddeus Gomanes
Contact Phone [REDACTED] Contact Email info@toytowncadillac.com

Date: __/__/__		Street Closures	
Street Name <u>Lake St</u>	Beginning Location <u>E Cass</u>	Ending Location <u>E Harris</u>	
	Beginning Time <u>7:00</u> AM/PM	Ending Time <u>11:00</u> 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	
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 Thuddeus Gomanes Signature [Signature] Date 10/5/2022

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 _____

Details Race Schedule/Agenda

7:00 am Start Set Up

Set up Turn around point at North Blvd 1.55 Miles out

8 am Registration- lake St Between Harris and Cass

9 am Start of race

Head North on Lake St to Chestnut-Turn left at light- Head toward high school-Continue on chestnut until North blvd-Merge onto North blvd until turn around point-head back to start/finish line.

11:00 to 11:30 pm clean up



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Puzzles Insurance Agency 856 N Mitchell St Cadillac MI 49601	CONTACT NAME: Aaron Thiel PHONE (A/C, No, Ext): (231) 775-7778 FAX (A/C, No): E-MAIL ADDRESS: aaron@puzzlesinsurance.com																					
INSURED Toy Town Of Cadillac LLC 122 S Mitchell St cadillac MI 49601	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>PIONEER STATE MUT INS CO</td><td>18309</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	PIONEER STATE MUT INS CO	18309	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	PIONEER STATE MUT INS CO	18309																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			BP00403005	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐
							E L. EACH ACCIDENT \$
							E L. DISEASE - EA EMPLOYEE \$
							E L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aaron E Thiel

© 1988-2015 ACORD CORPORATION. All rights reserved.

October 17, 2022

COUNCIL COMMUNICATION

Re: Reappointment of Kevin Fent to a Three-Year Term on the Planning Commission

Kevin Fent has expressed interest in continuing his service on the Planning Commission for another three-year term. He has served an impressive 21 years on the Planning Commission; he was originally appointed in 2001.

Recommended Council Action:

Motion to reappoint Kevin Fent to a three-year term on the Planning Commission, which will expire on 10/17/2025.

October 17, 2022

Council Communication

Re: Fire Department Hydraulic Rescue Tools

The Cadillac Fire Department uses hydraulically powered rescue and extrication tools during responses to vehicle accidents, fires, and other specialized incidents. To maintain response capabilities, improve service delivery, and reduce future operational and vehicle costs, the fire department transitioned to battery-powered hydraulic tools. The FY2023 budget planned for the replacement of a final tool, a single battery-powered combination tool that performs the work of three tools.

Selecting a Hurst E-Draulic tool like those already in use in the department will help ensure operational integrity and minimize costs. This tool will integrate into the existing operation without the expense of additional accessories and extensive training. Michigan-based Apollo Fire Equipment is the only vendor that sells Hurst tools in the Lower Peninsula. They were the provider of the fire department's current tools and continue to service them.

Recommended Action

It is recommended that the City Council waive competitive bidding and award the purchase of a Hurst E-Draulic combination tool to Apollo Fire Equipment of Romeo, Michigan in the amount of \$13,450. Funds are available in the Fire Department budget in the General Fund.

October 17, 2022

Council Communication

Re: Install of Spectrum internet – New Well Field site

With the new well field location nearly complete, internet access needs to be provided for the site. This connection will provide internet connectivity for all offices, etc., in addition to enabling internet-based security, phone, and other services at the facility. The service must be broadband, and options at the site are limited. The City explored a fiber connection with Spectrum, but construction costs were over \$120,000 for this option and this bandwidth is not required. In addition, another fiber company quoted the City monthly recurring costs of \$1,650 per month.

Once installed, Spectrum Enterprise will provide high-speed internet for a monthly cost of just \$85 per month. Once the department has fully relocated to the site, this will eliminate a similar service at the current facility.

Recommended Action

It is recommended that competitive bidding be waived and internet installation costs of \$12,538.91 be approved for Spectrum Enterprise. Funds are available in the Information Technology Fund.

**NEW AND REVISED SERVICES AT 7251 E 44 Rd Unit Coax, Cadillac MI 49601**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 64.99	\$ 64.99
TOTAL*				\$84.98

ONE TIME CHARGE(S) AT 7251 E 44 Rd Unit Coax, Cadillac MI 49601

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Construction Fee	1	12439.91	\$12,439.91
Standard Installation	1	99	\$ 99.00
TOTAL*			\$12,538.91

October 17, 2022

Council Communication

RE: Chestnut Street Water Main Improvements

The Cadillac Area Public Schools will soon begin a major project to tear up the high school football field, install a turf surface and new track, and make several other major improvements to the sports complex. The City has a water main that runs underneath the facility, and both organizations agreed that this line should be replaced in order to avoid damage to the current pipe during construction, and to eliminate the risk that future failure of the pipe could cause damage to the new field and track. The City recently opened bids for this project, and the following bids were received:

Contractor	Water Main	CAPS Service Line	Total
CJ's Excavating Cadillac, MI	\$152,081.66	\$40,915.09	\$192,996.75
Salisbury Excavating Tustin, MI	\$199,168.50	\$49,503.00	\$248,671.50

The work includes 935 linear feet of 12" ductile iron water main with open-cut installation and water service to CAPS Building. Because of the mutual benefit to both CAPS and the City's water system, CAPS has been asked to share a portion of the costs of the project. A contract is currently in development for consideration by CAPS.

Recommended Action

It is recommended that the contract for the Chestnut Street Water Main Improvements Project be awarded to CJ's Excavating, Inc. for the bid amount of \$192,996.75. In addition, a 5% contingency is requested for City engineer-approved field changes in unit quantity or scope due to unknowns in underground municipal construction, bringing the total recommended award to a total of \$202,646.59. Funds will come from the Water and Sewer Fund, and it is anticipated that CAPS will share in a portion of the costs.

The Engineer's estimate for this project was \$240,000.00.

CITY OF CADILLAC
Cadillac, Michigan
RESOLUTION
MDOT CONTRACT #22-5437

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, October 17, 2022 at 6:00 p.m.

Council Members present:

Council Members absent:

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

NOW, THEREFORE BE IT RESOLVED, that the Cadillac City Council approves and authorizes the Mayor and the City Clerk to sign Contract #22-5437 between the Michigan Department of Transportation and the City of Cadillac for: Part A - Federal Participation – Hot mix asphalt reconstruction along West Division Street from Colfax Street to Linden Street, including earthwork, subbase, aggregate base, concrete curb and gutter, curb ramps, storm sewer, permanent signing and pavement markings; and all together with necessary related work; and Part B - No Federal Participation – Water main and sanitary sewer along the limits as described in PART A; 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 17th day of October, 2022.

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

Date

STP

DA

Control Section	STUL 83000
Job Number	215772CON
Project	22A0949
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5437

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 September 23, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along West Division Street from Colfax Street to Linden Street, including earthwork, subbase, aggregate base, concrete curb and gutter, curb ramps, storm sewer, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water main and sanitary sewer along the limits as described in PART A; 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:

SURFACE TRANSPORTATION 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 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 the Michigan Department of Environment, Great Lakes, and Energy. 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 Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$187,500, or (2) an amount such that 81.85 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. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way 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 all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

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:



September 23, 2022

EXHIBIT I

CONTROL SECTION	STUL 83000
JOB NUMBER	215772CON
PROJECT	22A0949

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$432,100	\$ 51,800	\$483,900

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$432,100	\$ 51,800	\$483,900
Less Federal Funds*	<u>\$187,500</u>	<u>\$ 0</u>	<u>\$187,500</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$244,600	\$ 51,800	\$296,400

*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.

Minutes
Downtown Development Authority (DDA)
Business Improvement District (BID) Board
Regular Meeting
July 27, 2022

A regular meeting of the Cadillac Downtown Development Authority (DDA) and Business Improvement District (BID) Board was held at 9:30 a.m. on Wednesday, July 27, 2022.

MEMBERS PRESENT: Schultz, Coffey, LeVand, Barnes, Grunow, Peccia, Kelsey
STAFF PRESENT: Wallace, Pluger, Payne, Coy, Roberts

APPROVAL OF MINUTES

- Motion to approve meeting minutes from June 29, 2022 by Coffey with the correction of the spelling of Miranda Grunow's name. Supported by Grunow.
- Motion approved unanimously.

CITY MANAGER REPORTS

- Peccia presented the finance report and transmittal. He updated that all projects that were presented last month are still in motion but have not changed.
 - o Motion to approve the finance report by Coffey. Supported by Schultz
 - o Approved unanimously.

DIRECTOR REPORT

- Wallace stated he had a site visit with Owl Eye to get updates on the project, which has begun construction.
- Wallace researched the discussion item from the previous meeting about exterior design guide for the buildings downtown. It was decided to present this to the streetscape committee. Discussion followed about how restrictive this would be. LeVand questioned if City Council would need to approve a construction guideline if the DDA adopted it. Peccia stated it would depend on the process for the guidelines. Discussion followed about having the guidelines codified and the pros and cons of such action.
- Wallace updated on the Northwoods building that there is a new owner. He has contacted her a couple of times to connect with her about the future of the building. Wallace explained he has met with a historical consultant, and he hopes to connect them to work to update and preserve the building. Discussion followed about the future of the building and the hope to turn it into a hotel.

FINANCE REPORT :

- Roberts passed out a pamphlet of the fiscal year budget and explained the 2023 budget and a brief history of the DDA funds and how they were set up for new members. The board asked questions and had discussions about some of the accounts and what they mean. Discussion was had about the Brownfield Captures and how they impact the DDA. Roberts explained that the Parking Assessment did not make the July tax bills. The DDA and Council will need to approve the new parking assessment by Mid-November.

COMMITTEE REPORTS:

OLD BUSINESS

NEW BUSINESS

- Approve Amendment to By-Laws: Amending verbiage pertaining to meeting times.
 - o Motion to approve the by-laws as presented and seek City Council approval by Barnes, supported by Kelsey.

- Approved unanimously.
- Approve Fiscal Year Schedule
 - Motion to approve the fiscal year calendar by Barnes, supported by Grunow.
 - Approved unanimously.
- Annual Election of Chair and Vice Chair
 - Motion by Curtis to elect Steve Barnes as the Chair for the 2023 Fiscal year, supported by Kelsey. Approved unanimously.
 - Motion by Curtis to elect Miranda Grunow as the Vice Chair for the 2023 Fiscal year, supported by Kelsey. Approved unanimously.
- Increasing Pride in Downtown Discussion: LeVand opened discussion from the board. Barnes requested more guidelines about what the business owners are allowed to do to their sidewalks and store fronts. Wallace suggested including those guidelines into the design guides for all businesses to have. Discussion took place about flowerpots and the ability for businesses to put out flowers.
 - Discussion to have a program that businesses can sponsor planters and the DDA would cover the cost of watering by Hope Network.
 - LeVand asked about Christmas Decorations and if there was anything we need to vote on. Discussion followed that it would need to be discussed at the Streetscape Meeting to find out if all decorations are done by staff or if there are contracts.

COMMUNICATIONS/OTHER ITEMS

- LeVand gave his thanks to the board and read two poems to the board.
- Wallace passed around the design proposal by the Visitor's Bureau.

PUBLIC COMMENTS

ADJOURNMENT: Meeting Adjourned at 10:50 AM.