



City Council Meeting

November 20, 2023

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



November 20, 2023 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 16, 2023
Support Document III-A

IV. COMMUNICATIONS

- A. Friends of the Library
Support Document IV-A

Cadillac City Council Agenda

November 20, 2023

Page 2

V. APPOINTMENTS

- A. Election of Mayor Pro Tem
Support Document V-A

VI. CITY MANAGER’S REPORT

- A. Bids and recommendation regarding Primary Sludge Pump Replacement.
Support Document VI-A
- B. Recommendation regarding Upgrade of ESRI Geographic Information Systems (GIS).
Support Document VI-B

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution to Set Public Hearing to Consider Amendment to the Development and Tax Increment Financing Plan for the Harry Vanderjagt Industrial Park.
Support Document VII-A

VIII. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Historic Districts Commission
Support Document VIII-A

IX. PUBLIC COMMENTS

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X. GOOD OF THE ORDER

XI. ADJOURNMENT

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

Respect

Integrity

Trust

Excellence

Guiding Behaviors

We support each other in serving our community

We communicate openly, honestly, respectfully, and directly

We are fully present

We are all accountable

We trust and assume goodness in intentions

We are continuous learners

CITY COUNCIL MEETING MINUTES

October 16, 2023

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, Schippers, Engels, King, Mayor Filkins
Council Absent: None
Staff Present: Peccia, Ottjepka, Dietlin, Homier (via Zoom), Wasson

APPROVAL OF AGENDA

2023-186 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2023-187 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNITY SPOTLIGHT

A. Craft Beer Festival

Mike Filkins stated the Cadillac Beer Festival was a very successful event. He thanked City Council and City staff for the significant contributions they made for them to be able to have a festival. He noted the City Park is a beautiful space and is always in exceptional condition. He stated they received an enormous amount of support from City staff to help meet their needs for the event. He noted he wanted to thank everyone on behalf of the fifteen (15) people who are members of the planning committee. He stated the festival filled hotel rooms and restaurants and it was a wonderful event.

APPOINTMENTS

A. Recommendation regarding reappointment to the Planning Commission.

2023-188 Approve reappointment to the Planning Commission.

Motion was made by Elenbaas and supported by Engels to approve the reappointment of Greg Bosscher to the Planning Commission for a 3-year term to expire on October 16, 2026.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Building Demolition.

Peccia stated the City was awarded a State Land Bank Authority Blight Elimination Program Grant for the purpose of taking down the former water operations center at the original wellfield site. He noted bids were received and the lowest bidder was Dunbar Excavating, Inc. in the amount of \$19,500.

2023- 189 Award Building Demolition Services Project.

Motion was made by Schippers and supported by King to award the Building Demolition Services Project for the former Water Department Headquarters building to Dunbar Excavating, Inc. in the amount of \$19,500.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution of Support for M-55 "Coast to Coast on MI 55" Recreational Heritage Route Designation.

Peccia noted Kathy Morin, Executive Director Cadillac Area Visitors Bureau, requested Council approve a Resolution of Support regarding a marketing and branding initiative for the M-55 corridor.

2023-190 Adopt Resolution of Support for M-55 "Coast to Coast on MI 55".

Motion was made by Schippers and supported by Engels to adopt the Resolution of Support for M-55 "Coast to Coast on MI 55" Recreational Heritage Route Designation.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Schippers noted the next meeting of the Cadillac Mayor's Youth Council will be Wednesday, October 18th at 3:00 pm. She encouraged high school age students to join the group and be part of an organization that brings projects that are geared toward youth in the community.

Elenbaas stated there was a great turnout at the Craft Beer Festival and it was very impressive. He asked the City Manager if there is any update on short-term rentals.

Peccia stated the Community Development Director is working with Foster Swift trying to get the ordinance ready for the Planning Commission. He noted this is the ordinance Council requested in terms of codifying our current practice. He stated the property involved in one of the lawsuits was sold and the lawsuit was dismissed. He noted a letter was sent to the new property owners making them aware of what had transpired with that property and letting them know this use (short-term rental) is not permitted.

King stated the proposed new zoning ordinance on the City's website would break up R-1 into three (3) zones: small, medium, and large and it would allow things that are currently not allowed such as homeless shelters, daycare group homes, residential treatment centers, and bed & breakfast facilities. He noted it would also allow owner-occupied rooming houses. He stated we need to ask ourselves and get feedback from the public if this is what we want our City staff resources spent on and submitting to the Planning Commission something that would wipeout R-1 which are single family neighborhoods. He noted it would increase the density by allowing these types of group home operations. He stated this type of ordinance has been used in big cities where some of their residential areas are completely vacant, so the ordinance is used to develop facilities with greater density. He stated he is concerned that all of these operations are being proposed in single-family residential areas.

King noted he is concerned that after all of the public feedback on these types of uses, these proposals are going to be submitted. He stated he is ringing an alarm bell for citizen participation and he is hoping the other Council Members are reading the proposed ordinance. He noted he would like to be able to give our staff direction that says this isn't what we want to do to our core neighborhoods. He stated it would mean there could be a group treatment home, homeless shelter, and a daycare group home in the Historic District. He noted that these uses are important but that is what zoning is for which is to determine where to put these types of uses. He noted our constituents have said "we don't want these things". He stated we need to look at it critically before it gets out of hand.

Engels asked if a work session has been scheduled.

Peccia stated some dates have been circulated but nothing has been scheduled yet.

Engels noted he believes it is important to point out that a work session is going to be held in the near future to discuss the proposed zoning ordinance.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra Wasson, City Clerk

Date: November 20, 2023

Council Communication

Re: Friends of the Library

Introduction

The Wexford County Friends of the Library are asking to place yard type signs in the City Right-Of-Way as part of their application to have a Book Giveaway at the Market at Cadillac Commons. This is scheduled to take place the night of the Tree Lighting Ceremony, Friday, November 24, 2023. The sign(s) will be in front of the Market at Cadillac Commons, along W. Cass Street.

The signs look like the image attached but will have wording for the book giveaway and arrow pointing towards the market.

Requested Council Action

Consider granting permission for the Friends of the Library to place temporary signs at the Market at Cadillac Commons during the Tree Lighting Ceremony on Friday, November 24, 2023, from 6:00 PM-8:00 PM.

**CADILLAC
LIBRARY
USED BOOK
SALE**



November 20, 2023

Council Communication

Re: Election of Mayor Pro Tem

Article 3, Section 3.9 (a) of the City Charter states the following:

The Council at its first meeting after the regular city election shall elect one of its members to serve as Mayor Pro Tem for a term to coincide with the Mayor's two year term of office. Such election shall be by written ballot and by majority vote of the members of the Council in office at the time.

In accordance with this Charter provision, the City Clerk will distribute blank pieces of paper to each Council Member to serve as a ballot for the purposes of writing the name of the Council Member that they wish to select as Mayor Pro Tem. The City Clerk will collect the ballots, tally, and then read aloud the results.

November 20, 2023

Council Communication

RE: Primary Sludge Pump Replacement

The FY2024 budget for the Water and Sewer Fund includes an appropriation of \$40,000 to replace a sludge pump at the Cadillac wastewater treatment plant. Four bids were received that met the minimum specifications included in the bid document. The bids were as follows:

Contractor	Bid
Truitt Kettle Falls, WA 99141	\$35,660
Wastecorp Pumps LLC Pittsburgh, PA 15253-5906	\$45,000
Hamlett Environmental Howell, MI 48843	\$25,000
Waterworks Systems & Equipment Lakeland, MI 48143	\$18,900

After reviewing the bids, it was noted that Hamlett Environmental submitted a bid for a Vogelsang pump which is familiar brand that certain staff have worked with in the past. Waterworks System & Equipment's pump is a Lobeline, which has very little history to evaluate and the City has no experience with this brand. As such, it is recommended that Hamlett Environmental be awarded this purchase. This bid is for the pump purchase only, and a portion of the remaining project budget will be utilized for removal of the current pump and installation of the new pump.

Recommended Action

It is recommended that the Primary Sludge Pump Replacement be awarded to Hamlett Environmental for \$25,000. Funds for this project are available in the Water and Sewer Fund.

November 20, 2023

Council Communication

Re: Upgrade of ESRI Geographic Information Systems (GIS)

The City's GIS system was last upgraded and licensed to the then-newest version of the program as part of the SAW Grant that was received in 2016. As part of this licensing, 8 total users were set up to use the system. The licensing is expired, and the City needs to upgrade to the current version of the software in order to utilize the full capacities of the system and receive ongoing support from ESRI.

As part of the evaluation for determining the best solution for the City moving forward, staff worked with ESRI to compare a limited user option similar to what is currently in place with an enterprise version of the software which would open up the system to unlimited users. All City staff, elected officials, and even volunteer members of local boards like the Planning Commission and Zoning Board could be offered customizable access to the system to assist them with their work. In addition, layers of the data can be available for the public to see via the City's website. The City has spent many years building a robust GIS system with many valuable layers of data. Opening this up for additional staff, elected officials, volunteers, and interested members of the public to use is the optimal way to fully leverage this prior work to improve efficiency and access to data.

The comparison of the limited user licensing versus the enterprise version of the licensing is attached to this communication as a quotation from ESRI. At this time the City is not recommending the full implementation of the ArcGIS Urban Online Annual Subscription, so this amount of \$3,300/\$1,650 annually would not be included and would be deducted from the quotes. For reference, the total annual fee for the limited licensing version would be \$9,170 while the unlimited version could be implemented for \$15,500 per year.

A side-by-side comparison of the two options that was received from ESRI is also included with this communication.

Recommended Action

It is recommended that the City Council approve the upgrade to the ESRI GIS system to the Small Local Government Cloud-Based Enterprise Agreement Annual subscription at an initial cost of \$15,500 per year. Funds are available in the Information Technology Fund for this subscription.

Hi all,

Attached are quotes corresponding to the two approaches we discussed on Monday—a la carte licensing vs. programmatic/enterprise-wide licensing. The Enterprise Agreement quote starts with a cover letter outlining some of the reasons organizations typically license programmatically. I've outlined some of the high-level differences between the two licensing approaches in tables below.

The a la carte licensing quote reflects the total number of users who need access to GIS technology at Cadillac, per my conversations with Abigail and David. The only addition to that quote is the ArcGIS Urban license, which opens up the 3D visualization and zoning management tools. This license is \$3,300 when purchased a la carte, which explains the gap between the round number I gave you on Monday (around \$10k) and the a la carte quote total (\$12,470).

The Enterprise Agreement quote includes unlimited ArcGIS Pro licensing, plus 100 ArcGIS Online user types (50 Creators, 50 Viewers). The other benefits to this are outlined in Table 2 below. A few of the benefits I want to call out includes uncapped access to Esri's [catalog](#) of self-paced e-learning, a 50% discount on select software outside of the EA (including ArcGIS Urban), and a 5% discount on all Esri instructor-led trainings (will discuss this more next Monday). Esri also throws in there (2) free [User Conference](#) passes because we'd love to see our users in San Diego!

	Per-User Licensing ("A La Carte" Approach)	Enterprise-Wide Licensing (Programmatic Approach)
Total Cost	\$12,470 annual	\$17,150 (3-year fixed annual)
Total Users Licenses	20	Entire Organization
Average Cost/User	20 users ≈ \$623 ea.	50 users ≈ \$321 (Estimate based on 74 City FTE's)

What's Included?	
Per-User Licensing	Small Government EA Licensing
ArcGIS Pro Licensing: (1) Standard + (3) GIS Professional Basic	Unlimited / uncapped access to ArcGIS Pro (Advanced, Standard, or Basic)
(10) Mobile Workers	(50) Creators (any creator can be a mobile worker)
(5) Viewers	(50) Viewers
	Also Included: All ArcGIS Pro Extensions: 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, Workflow Manager, etc.
	10,000 ArcGIS Online Credits
	(2) ArcGIS Online Insights

	(2) User Conference Passes per Year
	(1) ArcGIS Developer Subscription
	(2) City Engine Licenses
	Uncapped Access to Self-Paced e-Learning
	50% discount off select software not covered in EA (including ArcGIS Urban, city planning/zoning software)
	5% discount on all instructor-led trainings

Cheers,

Christian Freed | Account Manager – State & Local Government
Esri | 380 New York St | Redlands, CA 92373 | USA
T 909 793 2853 x1899 | cfreed@esri.com | esri.com

THE SCIENCE OF WHERE™



October 5, 2023

Owen Roberts
Director of Finance
City of Cadillac
200 N Lake Street
Cadillac, MI

RE: How Enterprise-Wide GIS Supports City Initiatives

Dear Owen,

Cities like Cadillac often face consistent barriers to obtaining the technology tools they need to improve their workflows. These obstacles include restricted budgets, unpredictable administrative and procurement costs, and varying difficulties in maximizing technology investments. As discussed, this can hinder the adoption of modern GIS workflows that support critical business functions.

Esri created our Enterprise Agreement (EA) to eliminate such barriers to growth; this effective program helps our users gain the most value from their investment in GIS technology. An EA gives you access to more than simple software updates; instead, it gives you ready and uncapped access to select ArcGIS software, software maintenance, upgrades, and support from Esri. By leveraging these benefits—and others—our customers have used their GIS to improve business processes across their entire organization, positively impacting their bottom lines and missions.

Benefits to Your Organization

With an EA, organizations can maximize the value of their investments in GIS by enabling staff to provide mapping and GIS services where and when needed. Whether to help prepare for emergencies (such as pandemics or climate-driven natural disasters) or support new initiatives (like fire pre-planning, land records modernization, and utility modeling), an EA provides your organization with a simple and flexible way to increase your system's capacity, equipping you to address new or unexpected business requirements.

An EA also helps organizations flexibly grow their system by providing them a vehicle to deploy additional licenses without the typical upfront costs. This arrangement means you can build a scalable system that aligns with your business objectives. By aligning these operational areas, you will enable your organization to modernize and adapt faster, allowing you to take fuller advantage of technological advancements, improve your service delivery, and better fulfill your organization's mission.

By uniting software licensing into a single organization-wide agreement, an EA reduces licensing complexity—and administrative overhead—by turning licensing into a single line item. Optimized technology spending also means lowering the costs of software compliance and asset management. Cutting costs and simplifying licensing translates into saving Cadillac City staff time so they can focus on their core work and improve service delivery for citizens.

With an EA, it is easier to add Esri technology to one of our Business Partners' solutions. Several Esri partners offer their own EAs that you can use in conjunction with an Esri EA and vice versa. This means you can more easily manage multivendor solutions like, for example, using CityWorks—for asset management and permitting software—alongside ArcGIS for leveraging location in your larger system.

Esri offers many products that help our users do their work more efficiently and effectively. With an EA, you have access to updated Esri technology and are provided quantities that allow GIS to be used across your organization. This arrangement empowers you to enable Esri technology in workflows that may have been using non-digital processes, such as using mobile apps to replace paper processes for fieldwork.

What's Included in an Enterprise Agreement

As a fixed-rate contract, an EA will enable you to maximize your investment in GIS technology and serve as a fast track to affordably gaining the benefits of an enterprise-wide GIS. Because Esri designs EAs to meet specific user needs, they provide flexible software management that delivers meaningful value for your organization.

Over the term of an EA, your organization can:

- **Connect content across your business systems using the power of location** with uncapped access to the select Esri products made available under the agreement
- **Avoid project delays** by tapping into the expert assistance made available through Esri's unlimited support channels: phone, chat, and secure live remote assistance
- **Provide relevant training to support mission success** through unlimited access to Esri's extensive collection of self-paced eLearning resources

These benefits enable you to respond to the rapidly changing business and technological landscape. With an EA, you can focus on building a successful and scalable enterprise GIS, transforming your operations in ways that lead to mission success.

Easy Access to Robust Capabilities

By providing easy access to ArcGIS, an Enterprise Agreement gives you the robust capabilities needed to do your important work. With these tools at your fingertips, you can reduce costs, drive increased revenues, and enhance the quality of your services.

Specifically, an EA helps you realize capabilities that enable you to:

- **Strengthen analysis and understanding.** With its broad data management capabilities, ArcGIS helps organization access all their information, keep it up to date, and incorporate it in their maps and analysis. This enhanced data management and analysis helps uncover trends in data and ground your understanding of the operational environment.
- **Make data-driven decisions.** Insight into the bigger picture behind operations helps organizations make more informed decisions. When your decisions take location into account, you can more strategically address challenges and pursue opportunities. This means governments can make more impactful budget and policy decisions.
- **Improve design and planning processes.** By enabling users to evaluate alternative solutions, ArcGIS helps organizations plan and create optimal designs. It supports design workflows by enabling users across organizations and communities to collaborate on design decisions.
- **Increase operational efficiency.** ArcGIS helps organizations identify areas to streamline their operations and improve efficiency. For example, utility crews use ArcGIS to monitor assets and schedule inspections to better maintain aging network components and avoid costly damage to infrastructure.
- **Promote greater sharing and collaboration.** ArcGIS provides a central web portal for users to publish and share data with others. Organizational data portals help everyone connect to and use the same authoritative maps and data for their work. This flexible sharing model lets you collaborate with internal and external stakeholders, including sharing public safety updates, economic development data, or other kinds of information across departments.

Esri's User-Centric Approach

Since our founding in 1969, Esri's top priority has been helping customers use GIS technology to solve their toughest challenges. As a result of this commitment to customer success, ArcGIS has become widely pervasive and supports users in many industries, including more than 24,000 state and local governments worldwide. Our user-centric approach informed the creation of Enterprise Agreements to meet current and future needs of our customers and to give them ready-made access to the tools relevant to their work.

Although the City has been using legacy GIS tools, I can tell there is a vision for modern GIS support of various City initiatives, including asset management. I hope Council will understand this vision, as it seems that an Enterprise Agreement would enable the City to make giant steps supporting these initiatives. If you have any further questions about Enterprise Agreement licensing, training, or support services, don't hesitate to reach out.

Sincerely,

Christian Freed

Esri Account Manager, Local Government



Quotation # Q-506764

Date: October 4, 2023

Customer # 152337 Contract # 318946

City of Cadillac
GIS Dept
200 N Lake St
Cadillac, MI 49601-2800

ATTENTION: Owen Roberts
PHONE: (231) 775-0181
EMAIL: oroberts@cadillac-mi.net

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024

Software

Material	Qty	Term	Unit Price	Total
168362	1	Year 1	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 2	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 3	\$15,500.00	\$15,500.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
178731	1		\$1,650.00	\$1,650.00
ArcGIS Urban Online Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Christian Freed

Email:

cfreed@esri.com

Phone:

(909) 793-2853 x1899

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FREEDC

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-506764

Date: October 4, 2023

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City of Cadillac
GIS Dept
200 N Lake St
Cadillac, MI 49601-2800

ATTENTION: Owen Roberts
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Environmental Systems Research Institute, Inc.
380 New York St
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Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024

Subtotal:	\$48,150.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$48,150.00

*A discount has been applied. Per the Enterprise Agreement terms, ArcGIS Urban has been quoted with a 50% off discount from the original \$3,000 price.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christian Freed	Email: cfreed@esri.com	Phone: (909) 793-2853 x1899
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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Christian Freed

Email:

cfreed@esri.com

Phone:

(909) 793-2853 x1899

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FREEDC

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 LOCAL GOVERNMENT CLOUD-BASED
 (E214-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 2 ArcGIS Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due



Quotation # Q-506776

Date: October 3, 2023

Customer # 152337 Contract # 318946

City of Cadillac
GIS Dept
200 N Lake St
Cadillac, MI 49601-2800

ATTENTION: Owen Roberts
PHONE: (231) 775-0181
EMAIL: oroberts@cadillac-mi.net

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024

Material	Qty	Unit Price	Total
178731	1	\$3,300.00	\$3,300.00
ArcGIS Urban Online Annual Subscription			
165536	1	\$3,025.00	\$3,025.00
ArcGIS Online GIS Professional Standard User Type Annual Subscription			
165535	3	\$765.00	\$2,295.00
ArcGIS Online GIS Professional Basic User Type Annual Subscription			
165533	8	\$385.00	\$3,080.00
ArcGIS Online Mobile Worker Annual Subscription			
153147	7	\$110.00	\$770.00
ArcGIS Online Viewer Annual Subscription			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Christian Freed	Email: cfreed@esri.com	Phone: (909) 793-2853 x1899
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

FREEDC

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-506776

Date: October 3, 2023

Customer # 152337 Contract # 318946

City of Cadillac
 GIS Dept
 200 N Lake St
 Cadillac, MI 49601-2800

ATTENTION: Owen Roberts
 PHONE: (231) 775-0181
 EMAIL: oroberts@cadillac-mi.net

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 10/3/2023 To: 1/1/2024

Subtotal:	\$12,470.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$12,470.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Christian Freed

Email:

cfreed@esri.com

Phone:

(909) 793-2853 x1899

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Christian Freed

Email:
cfreed@esri.com

Phone:
(909) 793-2853 x1899

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FREEDC

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CITY OF CADILLAC

RESOLUTION NO. 2023-_____

**RESOLUTION TO SET PUBLIC HEARING TO CONSIDER
AMENDMENT TO THE DEVELOPMENT AND TAX INCREMENT FINANCING
PLAN FOR THE HARRY VANDERJAGT INDUSTRIAL PARK**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan, on the 20th day of November 2023, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Board of the Local Development Finance Authority (the “Authority”) is authorized by statute to prepare and submit a Development and Tax Increment Financing Plan for the City of Cadillac (the “City”) pursuant to MCL 125.4412 and MCL 125.4415; and

WHEREAS, the Authority prepared a Development and Tax Increment Financing Plan for the Harry Vanderjagt Industrial Park (the “Plan”) which was adopted by the City in 1991; and

WHEREAS, the Plan is set to expire on December 30, 2023; and

WHEREAS, the Authority is authorized by statute to prepare amendments to the Plan and to submit the amendments to the City Council for approval following the procedures provided for adoption of the original plan; MCL 125.4417; and

WHEREAS, the Authority has recommended that the City Council adopt a resolution to amend the Plan to extend the duration of the Plan an additional three years (the “Amendment”); and

WHEREAS, the City Council is required to conduct a public hearing regarding the Amendment and wishes to set the public hearing for Monday, December 18, 2023, at 6:00 p.m.; and

WHEREAS, the City wishes to consider adopting a resolution that approves the Amendment; and

WHEREAS, the best interests of the City will be served by considering the Amendment to extend the term of the Plan so that it expires on December 30, 2023.

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

1. A public hearing regarding the proposed Amendment to the Plan will be held on the 18th day of December 2023, at 6:00 p.m. at the City offices at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan.

2. The City Clerk is directed to publish twice a Notice of the Public Hearing regarding the Amendment in a newspaper of general circulation in the City of the Cadillac. The notice of the hearing shall be substantially in the form of Exhibit 1 and will be published twice not less than 20 days before the Public Hearing. The Notice of the public meeting will also be mailed, not less than 20 days before the Public Hearing, to the property taxpayers of record in the Authority’s district and to the governing body of each taxing jurisdiction levying taxes subject to capture under the Plan.

3. A copy of the original Plan is available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.

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

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2023-____, duly adopted at a meeting of the City Council held on the 20th day of November 2023.

City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

**NOTICE OF PROPOSED AMENDMENT TO THE CADILLAC LOCAL DEVELOPMENT
FINANCE AUTHORITY PLAN FOR THE HARRY VANDERJAGT INDUSTRIAL PARK AND
PUBLIC HEARING**

The City of Cadillac gives notice of a proposed Amendment to the Cadillac Local Development Finance Authority Plan for the Harry Vanderjagt Industrial Park. The proposed Amendment extends the term of the Plan for 3 years so that the term of the Plan will expire on December 30, 2026.

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed Amendment will be held in the Council Chambers, Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan, on December 18, 2023 at 6:00 p.m., at a meeting of the City Council. The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at clerk@cadillac-mi.net, at least three (3) business days prior to any such meeting. Copies of the Plan are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge.

CITY COUNCIL OF THE
CITY OF CADILLAC, MICHIGAN

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



**MEETING MINUTES
THE CADILLAC HISTORIC DISTRICTS COMMISSION (HDC)
AUGUST 14, 2023**

Roll Call

The meeting started at 5:00 PM.

Commission Members Present: Snider, Dubravec, Carder, Iehl, and Engels

Commission members Absent:

Staff Present: Pluger, Wallace, Genovich

Approval of the August 14, 2023, Meeting Agenda

A motion was made to approve the agenda as presented by Iehl. Support from Snider. The motion passed with unanimous support.

Approval of the July 10, 2023, Meeting Minutes

A motion was made to approve the meeting minutes by adding the absent list to the minutes by Snider. Support from Dubravec. The motion passed with unanimous support.

Public Comments

None

New Business –

1. Construction Application for installation of Retaining wall at 423 E Chapin Street by Jeffrey Martin: Pluger described the site and project to the board and allowed Martin to add a further detail about the project. Martin explained he needed to make sewer improvements for insurance and now needs to fix the yard.
 - a. Motion to approved work application by Iehl. Support from Snider. The motion passed with unanimous support.
2. Construction Application for removal of old basement windows and frames, repair of brick surroundings and installation of new wood windows by Mike Ochs and Michelle Carder at 311 E Harris Street: Pluger described the site and scope of the project being completed. Discussion took place about the bricks and windows being repaired. Dubravec suggested moving the vent from its location, Carder explained it would not be possible.
 - a. Motion to approve work application by Iehl. Support from Snider. The motion passed with unanimous support.
3. Construction Application for removal and replacement of windows on upper part of home by John Iehl at 403 E Cass Street: Pluger described the site and scope of the work being completed at the residence. Discussion took place about the type of windows being installed. Vinyl windows are approved for this location because they have been approved in the past. Iehl agreed to change the windows to aluminum or wood clad.

- a. Motion to approve application to replace 4 windows with wood clad or aluminum by Dubravec. Support from Snider. Motion passed with unanimous support.
4. Short Term Rental Discussion: Wallace presented a status of the Short-Term Rental research that had been gathered over the weeks and months. One location that recurred as an option was the Historic District. Discussion took place with the board about the good and bad of short-term rentals: they can increase investment in the homes, potentially would change long term rentals to short term. Concerns shared were for enforcement, neighborhood issues, taking more single family and make them rentals. Pluger shared a copy of the draft short-term rental maps with the board. A brief discussion also took place about the zoning ordinance and some changes coming for that.

Commissioner Comments –

Chair Carder commented that she has been in discussion with City staff about a potential right of way permit for parking in the Historic District. Staff explained there were no applications received at that time.

Dubravec requested staff follow-up with DPW manager Ken Payne about the repairs for the cobblestone street.

Discussion took place about blight and maintenance in the Historic District. Staff updated that the online reporting system is more interactive, and they can report concerns. The board discussed speaking with the Council about bringing back a full-time position for enforcement.

Adjourn – The meeting adjourned at 6:22 pm.