

City Council Meeting

June 5, 2017 6:00 p.m.

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

State of Michigan Flag Pledge

I pledge allegiance to the flag of Michigan, and to the state for which it stands, two beautiful peninsulas united by a bridge of steel, where equal opportunity and justice to all is our ideal.

Written by Harold G. Coburn Adopted in 1972



June 5, 2017 City Council Meeting Agenda 6 p.m. at City Hall – 200 N. Lake St. – Cadillac, MI 49601

We communicate openly, honestly, respectfully, and directly

CALL TO ORDER
PLEDGE OF ALLEGIANCE
STATE PLEDGE OF ALLEGIANCE
ROLL CALL

- I. APPROVAL OF AGENDA
- II. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

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 May 15, 2017. Support Document III-A
- B. Minutes from the closed session held on May 15, 2017.

IV. COMMUNITY SPOTLIGHT

A. Downtown Development update.

V. PUBLIC HEARINGS

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

Cadillac City Council Agenda

June 5, 2017 Page 2

VI. COMMUNICATIONS

- A. Street closure for Clam Lake Band. Support Document VI-A
- B. Street closure for Upbeat Cadillac. Support Document VI-B
- C. Display of banner for Relay for Life. Support Document VI-C
- D. Street and parking lot closures for Lumberman Triathlon. Support Document VI-D

VII. CITY MANAGER'S REPORT

- A. Bids and recommendation regarding Riding Lawn Mower. Support Document VII-A
- B. Roland Street Lift Station Equipment. Support Document VII-B
- C. Schedule a Special Meeting for a public hearing regarding lease agreement.
- D. City Council vacancy.
 Support Document VII-D

VIII. INTRODUCTION OF ORDINANCE AND RESOLUTIONS

A. Adopt resolution to introduce Ordinance Approving a Lease Agreement with Up North Arts, Inc. and set a public hearing for June 27, 2017.

<u>Support Document VIII-A</u>

IX. ADOPTION OR ORDINANCES AND RESOLUTIONS

- A. Adopt resolution and set public hearing for June 19, 2017 to consider a request from Piranha Hose Products, Inc. for an Industrial Facilities Tax Exemption Certificate in the amount of \$5,110,000.

 Support Document IX-A
- B. Adopt Resolution Nos. 1 and 2 regarding Special Assessment for Alley Paving and set public hearing for June 19, 2017.
 Support Document IX-B

Cadillac City Council Agenda

June 5, 2017 Page 3

- C. Adopt Resolution to Set Fee Schedule for Business Licenses. Support Document IX-C
- D. Adopt Local Governing Body Resolution for Charitable Gaming Licenses for After 26 Project.

Support Document IX-D

- X. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS
 - A. Dog Park Advisory Committee Support Document X-A
- XI. PUBLIC COMMENTS

It is requested that comment time be limited to three (3) minutes.

- XII. GOOD OF THE ORDER
- 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

6:00 PM – May 15, 2017 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: Schippers, Spoelman, Meinhardt, Wohlfeill, Mayor Filkins

Council Absent: None

Staff Present: Peccia, Wallace, DeWitt, Dietlin, Roberts, Golnick, Keway, Coy, Homier,

Wasson

APPROVAL OF AGENDA

2017-094 Approve agenda as presented.

Motion was made by Meinhardt and supported by Wohlfeill to approve the agenda as presented.

Motion unanimously approved.

PUBLIC COMMENTS

Don Koshmider commented on medical marijuana facilities.

Terry Harvey commented on the sewer agreement, the Council meeting time, and a letter received from the City Manager.

CONSENT AGENDA

2017-095 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNITY SPOTLIGHT

A. Cadillac Garden Club

Vickie Essenmacher, along with other members of the Cadillac Garden Club, presented a check to the City in the amount of \$2000 to be used for the new Sound Garden instruments.

PUBLIC HEARINGS

A. Public hearing to consider approval of resolution to adopt Ordinance 2017-06 Establishing General Appropriations Act for Fiscal Year 2018.

Owen Roberts, Director of Finance, briefly reviewed the budget process. He noted the FY2018 budget will take effect on July 1, 2017.

Mayor Filkins opened the public hearing.

Don Koshmider commented on medical marijuana facilities.

Mayor Filkins closed the public hearing.

2017-096 Adopt Ordinance 2017-06.

Motion was made by Wohlfeill and supported by Meinhardt to approve the resolution to adopt Ordinance 2017-06 Establishing General Appropriations Act for Fiscal Year 2018.

Motion unanimously approved.

COMMUNICATIONS

A. Display of banner and various closures for Back to the Bricks.

Mayor Filkins asked if local business owners were notified of the event.

Peccia stated that local business owners were notified.

Spoelman noted there were concerns expressed by some business owners after the NASF.

2017-097 Approve banner and closures for Back to the Bricks.

Motion was made by Schippers and supported by Wohlfeill to approve the display of a banner from May 30, 2017 to June 12, 2017 and the requested closures on June 10-11, 2017 for Back to the Bricks; also grant the City Manager or his designee with the authority to adjust the closures as deemed necessary.

Motion unanimously approved.

B. Cadillac Area Farmers Market.

2017-098 Approve Cadillac Area Farmers Market.

Motion was made by Spoelman and supported by Wohlfeill to approve the request from the Cadillac Area Farmers Market to operate from 8:00 am to 4:30 pm on Tuesdays and Fridays from June 16, 2017 to October 31, 2017.

Motion unanimously approved.

C. Street closure for Life Resources Walk 4 Life.

2017-099 Approve street closure for Life Resources Walk 4 Life.

Motion was made by Wohlfeill and supported by Meinhardt to approve the closure of Lake St. between Harris St. and Cass St. from 8:00 am to 10:00 am on June 3, 2017 for the Life Resources Walk 4 Life.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Manhole Rehabilitation.

Peccia noted the purpose of the project is to prolong the life and integrity of twenty-five (25) existing manholes by lining them with a new interior coating. He stated competitive bids were solicited and the recommendation is to award the contract to the lowest bidder, Front Range Environmental, in the amount of \$37,240.

Spoelman asked if a portion of the manholes is done every year.

Jeff Dietlin, Director of Utilities, noted ten (10) manholes were completed last year. He noted it was less expensive to "bundle" twenty-five (25) manholes into one project.

Spoelman asked about utilizing in-state vendors.

Peccia noted the other lowest bidder is not within the one-percent (1%) differential.

2017-100 Award contract for Manhole Rehabilitation.

Motion was made by Wohlfeill and supported by Meinhardt to award the contract for Manhole Rehabilitation/Reconstruction to Front Range Environmental in the amount of \$37,240.

Motion unanimously approved.

B. Bids and recommendation regarding 2017 Utility and Street Improvement Projects.

Peccia noted the projects entail: Blodgett St., E. Garfield St. and Marble St. He stated competitive bids were solicited and the recommendation is to award the contract to the lowest bidder, CJ'S Excavating, Inc. in the amount of \$967,814.91. He added a fifteen (15%) contingency is being requested for City engineer-approve field changes in unit quantity or scope due to unknown conditions bringing the recommended award total to \$1,112,987.15.

2017-101 Award contract for 2017 Utility and Street Improvement Projects.

Motion was made by Spoelman and supported by Schippers to award the contract for the 2017 Utility and Street Improvement Projects to CJ's Excavating, Inc. of Cadillac, MI in the amount of \$967,814.91 and to approve a 15% contingency for City engineer-approved field changes in unit quantity or scope bringing the total award amount to \$1,112,987.15.

Motion unanimously approved.

C. Recommendation regarding Police Protective Equipment.

Peccia noted the effective life of ballistic vests is five (5) years and the vests currently in use by the Cadillac Police Department (CPD) are six (6) years old. He stated a 50% matching grant was received through the Bullet Proof Vest Partnership (BVP). He noted two (2) quotes were received and the recommendation from the CPD is to select the higher of the quotes, Armor Express Razor Threat Level II, in the amount of \$10,460. The net amount to the City is estimated to be \$5,230.

Spoelman asked for additional information regarding the selection, other than it being a Michigan-based company.

Todd Golnick, Chief of Police, briefly discussed the variations in personal protective equipment. He stated the officers believe the selected vests will be the most comfortable and most effective. He noted the CPD has a long history with Central Michigan Police Distributors, Inc. which is based in Michigan.

Mayor Filkins noted the selected vest is distributed by various companies. She asked if the CPD had taken the opportunity to determine if another distributor offered the vests at a lower cost.

Golnick noted they did not locate another distributor for the vest in Michigan.

2017-102 Waive competitive bidding regarding Police Protective Equipment.

Motion was made by Wohlfeill and supported by Meinhardt to waive competitive bidding regarding the purchase of fifteen (15) bullet proof vests.

Motion unanimously approved.

2017-103 Award purchase of Police Protective Equipment.

Motion was made by Wohlfeill and supported by Meinhardt to award the purchase of fifteen (15) bullet proof vests to Central Michigan Police Distributors, Inc. at a cost of \$10,460; anticipated grant funds will reduce the net cost to an estimated \$5,230.

Motion unanimously approved.

D. Utility Agreement update.

Peccia stated the City has provided the Lake Mitchell Sewer Authority (LMSA) with an updated agreement for sanitary sewer services. He noted the City requested the agreement be executed by the Townships and returned by June 30, 2017.

Peccia stated there is no Council action required at this time.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2017.

Roberts summarized the proposed budget amendment.

<u>2017-104</u> Adopt Resolution Amending General Appropriations Act for Fiscal Year 2017. Motion was made by Schippers and supported by Spoelman to adopt the Resolution Amending General Appropriations Act for Fiscal Year 2017 as presented.

Motion unanimously approved.

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

Peccia stated Resolution No. 1 establishes the area of the special assessment and refers to the dialogue commencing with the City Council. He noted Resolution No. 2 refers to the City Manager's Report identifying the area and the estimated costs. He added Resolution No. 3 establishes the setting of the public hearing which will trigger notification to all of the property owners impacted by the special assessment informing them of the public hearing.

Peccia stated the special parking assessment was last put in place approximately five (5) years ago and is coming due. He stated the DDA/BID board prefers to have the assessment in place in time for the July tax bill.

2017-105 Adopt Resolution Nos. 1, 2, and 3 regarding Public Parking Lot Special Assessment and set public hearing.

Motion was made by Wohlfeill and supported by Meinhardt to adopt Resolution Nos. 1, 2, and 3 regarding Public Parking Lot Special Assessment and set a public hearing for June 5, 2017.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Zoning Board of Appeals
- B. Planning Commission

PUBLIC COMMENTS

Don Koshmider commented on medical marijuana facilities.

GOOD OF THE ORDER

Wohlfeill discussed feedback he received from a resident regarding a recent sewer line issue with the City's infrastructure. He stated the resident complimented the Utilities Department on their effort to resolve the issue.

Spoelman mentioned the recent concerns expressed by Dave Gregg regarding the building department. She asked for an update from the City on how the process is working. She inquired about the timeline for the donor plaques to be placed at the Rotary Performing Arts Pavilion. She noted there was an article in the Michigan Municipal League Review magazine written by John Wallace about the Cadillac Commons. She noted there were also some interesting articles in the magazine about tourism in the State of Michigan.

Schippers mentioned that the Mayor's Youth Council recently participated in "Project Sticker Shock". She noted the next meeting of the Mayor's Youth Council is scheduled for 4:00 pm on May 17, 2017. She stated the Cadillac Area Symphony Orchestra will be performing on May 20, 2017.

Spoelman briefly discussed the Arbor Day celebration.

Mayor Filkins noted the Mayor's Fit City Challenge III kicked-off on May 15, 2017 at 6:00 am with a walk near the lake. She stated the event will run from May 15th through September 15th. She mentioned that Priority Health will be sponsoring the challenge and Munson Healthcare will be promoting the challenge. She noted a new logo will be available soon. She stated there will be a kite flying event on the lawn of 9&10 News. She noted there will be more focus on family and children's events to encourage activity.

Mayor Filkins thanked the Cadillac Police Department for landscaping the front of the municipal building.

Mayor Filkins mentioned the recent collaborative meeting that was held to discuss infrastructure, housing, recreation, and economic development. She stated future meetings will be held to discuss the specific topics.

CLOSED SESSION

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

2017-106 Adjourn to closed session.

Motion was made by Spoelman and supported by Wohlfeill to adjourn to closed session pursuant to MCL 15.268(a) to consider a periodic personnel evaluation of the City Manager, a public officer and employee, at his written request; invite Todd Keway, Human Resources Generalist.

Motion unanimously approved.

2017-107 Return to open session.

Motion was made by Spoelman and supported by Wohlfeill to return to open session.

Motion unanimously approved.

Peccia thanked Council for the time in the closed session to discuss his periodic annual performance review. He stated he appreciated the feedback that was provided. He asked the Council to consider reviewing his base salary and adjust it as deemed appropriate. He noted that available data regarding the current regional average salary for his position correlates to the base rate of pay for the former City Manager. He asked Council to consider adjusting his base salary to the current regional average.

Spoelman stated Council collectively feels that the City Manager has been doing a very good job. She noted it is nice to work with a Council that sees the value in the City Manager. She added that all of the scores on the evaluation were fairly similar and were also similar to how the City Manager rated his own performance.

Spoelman stated that in reviewing the request for a salary increase, she believes it is a legitimate request and appreciates the research conducted by Todd Keway. She noted the data does reflect that the City Manager has been paid at a rate lower than the average. She added there are other elements to consider such as rate increases received by other City employees over the past years. She noted the City has kept to a tight budget as a result of reduced revenues so all employees have been impacted. She stated while she believes there should be an increase for the City Manager, she doesn't feel moving his base salary up to the average is in everyone's best interest at this time. She would like to move his salary towards that point as much as possible and then review it again in future years.

Wohlfeill noted there have been years when the staff did not receive an increase but there were also times when staff did receive an increase and the City Manager did not receive an increase. He stated the City Manager is approximately 11% below the base salary that the previous City Manager was when he left eight (8) years ago. He mentioned that, within the region, the City Manager is third highest in years of service but is second from the bottom in the average wage. He stated he agrees an increase should occur with the goal of eventually raising his salary to the average wage.

Mayor Filkins stated she appreciates that the data was collected. She mentioned she agrees with the comments made by Council Members Spoelman and Wohlfeill. She noted the Council has provided an environment for the City Manager to display his skills. She stated she believes this has been the City Manager's strongest year. She noted he is a good communicator and is proactive in keeping the Council informed. She stated she agrees that a raise is in order but feels an 11% increase maybe inappropriate.

Spoelman stated his current base salary is \$91,858. She suggested a 5% increase which would result in a new base salary of approximately \$96,450.

2017-108 Salary increase for City Manager.

Motion was made by Spoelman and supported by Schippers to increase the base salary of the City Manager by 5%.

Wohlfeill stated that if a 5% increase is granted he hopes the salary will be revisited next year with the goal being to move the base salary over the next couple of years to a level comparable to the other communities.

Meinhardt stated he believes an increase between 5% and 6% would be appropriate.

Mayor Filkins noted she believes a 6% increase would be appropriate.

Schippers stated she also prefers a 6% salary increase.

Spoelman stated she would be more comfortable with a 5% increase due to budgetary constraints.

Wohlfeill asked which salary option makes the most sense from a financial perspective. He noted he would like to do as much as possible this year.

Schippers noted the difference between 5% and 6% is approximately \$900.

Peccia stated he appreciates all of the support.

Ayes: Spoelman

Nays: Schippers, Wohlfeill, Meinhardt, Mayor Filkins

Motion failed.

2017-109 Salary increase for City Manager.

Motion was made by Wohlfeill and supported by Meinhardt to increase the base salary of the City Manager to \$97,370.

Motion unanimously approved.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra L. Wasson, City Clerk

Council Communication

Re: Approval of the 2017 Business Improvement District Public Parking Lot Special Assessment Resolution No. 4

City staff is proud to submit to the City Council for their consideration a proposed Business Improvement District five-year public parking lot special assessment roll. City staff has met with the Downtown Development Authority/Business Improvement District Board several times to discuss and formulate the new assessment roll.

The proposed public parking lot special assessment roll was based on the previous five-year special assessment formula in that it uses the factors of parking demand, building size, and contiguity to public parking lots as the factors on which the assessment amounts are based.

Improvements made to the assessment formula for this proposed special assessment roll include improved parking demand calculations and more accurate building size numbers which come directly from the county property assessment records. The new parking demand calculations are being based on the Parking Generation Manual (4th Edition) prepared by the Institute of Transportation Engineers. Another beneficial feature for property owners is that the city will have the ability to adjust the assessment values based upon changes to business uses on an annual basis thus preventing overpayment when a lower parking demand business has replaced a higher demand use. As with the previous five-year assessment program all property owners are credited for the number of parking spaces they are providing privately.

Additional information on the special assessment formula is contained in the attached two-page document titled 2017 PUBLIC PARKING LOT SPECIAL ASSESSMENT INFORMATION. This information was mailed to all property owners who were to be a part of this special assessment program.

Recommended Action

To approve the 2017 Business Improvement District Public Parking Lot Special Assessment Resolution No. 4.



2017 PUBLIC PARKING LOT SPECIAL ASSESSMENT INFORMATION

Dear Downtown Property Owner:

For the past five years, you have been participating in a special assessment to raise funds for the maintenance of public parking lots in downtown Cadillac. The special assessment is now expiring and must be renewed for a new five-year period. The special assessment is based on the annual amount needed for public parking lot maintenance calculated from several assessment factors. The city has budgeted \$72,000 for the maintenance of the public parking lots in the first year of the new program. The city and the Business Improvement District board have established that 75% (\$54,000) of this amount should be raised in the first year of the new special assessment program. The assessment will be adjusted each of the five years of the program based upon the consumer price index.

The formula for the proposed new five-year parking maintenance assessment program will make use of the same assessment factors with a slight alteration to the percentages as follows:

Total Year 1 Assessment: \$54,000

Assessment Factor:	Old %	New %	Portion of Assessment
Square Feet Assessment:	25%	30%	\$16,200
Parking Deficiency Assessment:	50%	50%	\$27,000
Proximity Assessment:	25%	20%	\$10,800

Square Feet Assessment: The building square footage calculations were prepared from county assessment records and include all space on each floor except for basement space. Basement space was not included because of the various conditions which exist for such space, some of which make use of such space for basic business operations not practical.

Parking Deficiency Assessment: The process of calculating the parking deficiency portion of the assessment has changed. The expiring special assessment program calculated parking deficiency based on the amount of minimum parking spaces required under the city's zoning ordinance for each use less the private parking spaces that the business provides. The proposed assessment program calculates parking deficiency based on the use of parking standards for each land use as contained in the Parking Generation Manual (4th Edition) prepared by the Institute of Transportation Engineers. This same manual will be used to establish new parking standards in the city's zoning ordinance when it is updated later this year.

Proximity Assessment: There are no changes proposed to the Proximity Assessment. This assessment is determined by whether a property is contiguous to a public parking lot. Properties that are contiguous are those whose patrons can access a public parking lot without crossing a street or walking across other properties. Properties contiguous to public parking lots are assessed at a rate equal to 1.5 times the rate assessed against properties that are not contiguous.

This proposed special assessment program also recognizes that parking deficiency numbers may change from year to year based on the land uses occupying a building. For that reason, the special assessment process provides for an annual review of land uses and adjustments up or down to the parking space deficiency numbers. The program will also allow for basement space to be added back into the Square Feet Assessment if it is shown through the city's business licensing process that such space is being used for standard business operations.

2017 PUBLIC PARKING LOT SPECIAL ASSESSMENT INFORMATION

Page 2

As you review charges for parking maintenance it is useful to compare these charges to the cost of maintaining a private parking lot. As part of the preparation for the past assessment program, the City conducted a quick study to evaluate the estimated costs to maintain an eight-space parking lot for a one year period. This study identified an annual maintenance cost of \$1,856 to maintain the lot including snow plowing, crack sealing, striping, buffer maintenance, and taxes etc. With inflation, this number today may be \$2,000 or above.

The public hearing for the proposed new Downtown Public Parking 5-Year Assessment Program will before the City Council on June 5, 2017 at 6:00 p.m. at the City Offices, 200 North Lake Street. Should you have question on the special assessment program or roll please call John Wallace, Community Development Director, at (231) 775-0181, Ext. 101.

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John P. Meinhardt

RESOLUTION NO. ____

2017 BUSINESS IMPROVEMENT DISTRICT PUBLIC PARKING LOT SPECIAL ASSESSMENT RESOLUTION NO. 4

At a Meeting of the City Council of the City of Cadillac, held in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, on June 5, 2017, at 6:00 p.m.

PRESENT: Councilpersons _______

I RESERT.	Councilpersons		
ABSENT:	Councilpersons		
The f	•	was offered by	
by	·		

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

City of Cadillac Resolution No. ____ Page 2 of 8

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.
- 3. The City Council hereby designates the lots and parcels of land set forth in Exhibit B, attached hereto and made a part hereof, as the property to comprise the special assessment district upon which the special assessments shall be levied.
- 4. The special assessment roll prepared by the City Assessor, attached as Exhibit B, is hereby confirmed and shall be known as Business Improvement District Parking Special Assessment Roll No. 2.
- 5. The Roll shall be divided into 5 (five) equal annual installments, each of which installments shall be due and payable on July 1 of each year. The first installment shall be due and payable on July 1, 2017.

City of Cadillac Resolution No. ____ Page 3 of 8

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 and shall include accrued interest and fees.

Interest commences July 1, 2017.

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.

NAYS: Councilpersons		
AYES: Councilpersons		

City of Cadillac Resolution No. ____ Page 4 of 8

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 the 5th day of June, 2017, 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

City of Cadillac Resolution No. ___ Page 5 of 8

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

Operation and maintenance of various downtown off-street parking lots situated in the area described as follows, to-wit:

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.

City of Cadillac Resolution No. ___ Page 6 of 8

EXHIBIT B SPECIAL ASSESSMENT ROLL

			Total 5-Yr
Business Address	Business Name	Property Owner	Assessment
101 E. Harris	Northwoods/Sandy's Jewelry	Northwood Apts. LLC	\$9,471.60
101 S. Mitchell	Serendipity	M2KGROUP LLC	\$3,664.65
102 S. Mitchell	Lakeside Title	City Park Professional Building	\$4,951.15
103-105 N. Mitchell	Huntington Bank	Huntington National Bank	\$4,079.45
105-109 S. Mitchell	RJ Grant's	Rick & Tammy Grant	\$3,514.40
106 S. Mitchell	Clam Lake Beer Company	Clam Lake Beer Holdings LLC	\$5,980.20
106-108 N. Mitchell	Cadillac Family Pharmacy	Cadillac Pharmacy Parking Lot	\$1,453.40
107 N. Mitchell	Patterson's Flowers	Ridges & Dashes LLC	\$4,796.90
108 S. Mitchell	Advance Realty	Edward & Carol Coe-Vokes	\$2,591.40
108 Beech Street	Salon 108	Donald & Patricia Clous	\$1,249.60
109-113 N. Mitchell	Better than a Pawn Shop	Lee Brown	\$5,377.20
110 N. Mitchell	Vacant	Denison, James R.	\$3,119.60
110 S. Mitchell	Heart to Heart Flowers	Keith & Theresa Cottier	\$1,339.15
111 N. Shelby	(former Chaos Salon)	Tracey Kanouse	\$516.75
111. S. Mitchell	The Sweet Shop	Janeen Russell	\$2,103.75
112 Beech	Mitchell Investment Advisors	Beech Street Investments LLC	\$665.05
112 N. Mitchell	Simply Delightful	Delightful Properties LLC	\$2,957.30
112 S. Mitchell	Brink's Custom Framing	Early Bird Investments LLC	\$3,077.45
112 Spruce	Vacant	Keith Tianan	\$1,851.10
114 N. Mitchell	Vacant	Kolarevic, Bonnie M Trust	\$907.70
114 S. Mitchell	Vacant	Watterstrong Holdings LLC	\$3,096.65
114 W. Pine	Mercantile Bank	Firstbank	\$2,400.20
	Genisys Mortgage		
114-116 E. Nelson	Professionals	Bruce & Kimberly Meek	\$482.75
115 E. Cass	Fifth Third Bank Drive-Thru	Fifth Third Bank	\$667.25
115 N. Mitchell	Vacant	E-PRISE LLC	\$2,108.95
117 S. Mitchell	Horizon Bookstore	Cadillac 2002, LLC	\$3,547.15
115 W. Cass	City of Cadillac	City of Cadillac	\$537.80
116 N. Mitchell	(former Backyard Buddies)	Lutz & Singer LLC	\$1,530.75
116 S. Mitchell	Scheper's and Hofstra CPA's	116 Mitchell Properties LLC	\$2,496.75
116 W. Harris	Baker College Housing	Baker College of Cadillac	\$5,963.10
116-122 E. Pine	The Book Nook	Kenneth & Cheryl Haysmer	\$3,515.10
117 W. Cass	Cadillac DDA	Cadillac DDA	\$0.00
117-119 N. Mitchell	The Music Station	MKWA LLC	\$4,289.05
117-119 S. Mitchell	(Former Bridal Expressions)	Freiberg Holdings LLC	\$3,547.15
118 S. Mitchell	Cadillac Oasis	Cadillac Area Oasis	\$3,066.65
119 N. Shelby	Cadillac Massage Center	Harmoney LLC-David Harr	\$445.20
120 W. Chapin	Michigan DEQ	Cadillac Downtown Development	\$3,902.10
120 W. Harris	McCurdy, Wotila & Porteous	Parkview LLC	\$4,623.50
120-122 S. Mitchell	Toy Town/Kahvi/Elks	Elks Temple	\$10,169.25
121 N. Mitchell	Post Impressions Salon	Margaret Hines	\$2,505.95

			Total 5-Yr
Business Address	Business Name	Property Owner	Assessment
	David R. Peterson Law		•
121 W. Chapin	Offices	Cadillac Professional Building	\$1,027.15
121-123 S. Mitchell	Fifth Third Bank	Fifth Third Bank	\$2,061.00
123 N. Mitchell	Blick Dillon Insurance	Dale & Joann Suminski	\$2,758.20
124 S. Mitchell	Re/Max Realty	JM Investments LLC	\$2,353.10
126 N. Mitchell	Masonic Temple	Masonic Temple Association	\$9,331.25
126 W. Harris	Parkview Lanes	WDD Property LLC	\$6,245.45
127 W. Cass	AMVETS/After 26	AMVETS Post	\$765.90
128-130 N. Mitchell	Cadillac News	Cadillac Evening News	\$3,979.75
132 W. Harris	Caroll Retirement & Investing	Eastshore Professional Building LLC	\$2,091.10
		Eastshore Professional Building	
134 W. Harris	Baird, Cotter & Bishop	LLC	\$2,814.30
	Huntington National Bank-		
138 W. Harris	Drive thru	Citizens Bank	\$957.90
200 Lake	City Offices	City of Cadillac	\$10,694.80
201 N. Mitchell	Cadillac Visitors Bureau	Old City Hall Investment	\$6,308.25
202-204 S. Mitchell	Cadillac 4 Cinema	Goodrich Quality Theater	\$6,386.10
205 E. Harris	AT&T	Michigan Bell Telephone	\$5,736.35
005 N. N	Cadillac Institute of		A4455.05
205 N. Mitchell	Cosmetology	James & Dena Gregory	\$4,455.25
206 S. Mitchell	Cadillac 4 Cinema	Goodrich Quality Theater	\$6,051.50
207 N. Mitchell	Coffey Insurance Agency	Timothy Coffey	\$924.75
209 N. Mitchell	Che' Bella	LJR Property Management LLC	\$2,098.05
210 N. Mitchell	Opa's Butcher Shop	Hermann Suhs Trust	\$3,229.25
210 S. Mitchell	Roaring 20's Saloon	James & Dawn Feister	\$4,256.65
212 S. Mitchell	Cadillac Printing Company	Cadillac Printing Company	\$1,630.00
213-215 N. Mitchell	(Former Apple Tree Natural Foods)	Thomas & Karen Taylor	\$3,447.35
214 E. Harris	Vacant (Single Family Home)	Kelly McCann	\$1,317.70
214 N. Mitchell	Hermann's European Café	Hermann Suhs Trust	\$6,153.80
214 S. Mitchell	Cadillac Printing Company	Cadillac Printing Company	\$2,586.50
216 S. Mitchell	SpecTec Computers	Jason Specht	\$1,478.20
217-221 N. Mitchell	Apple Tree Natural Foods	Apple Valley Properties LLC	\$4,392.55
218 N. Mitchell	The Attic	218 N Mitchell LLC	\$3,744.25
220 S. Mitchell	Midas Muffler	Donald & Donna Peterson	\$2,191.55
222 N.Lake	Chamber of Commerce	City of Cadillac	\$1,819.80
222 N.Lake 222 E. Harris	Jacobs Chiropractic	R.E. Jacobs	\$1,071.40
222 N. Mitchell	Vacant	Bigelow Development LLC	\$6,269.20
223 N. Mitchell	Johnson Insurance Agency	CJB Cadillac LLC	\$1,627.90
ZZJ IN. IVIIIGIICII	Sandie's Antiques and	OJD Gauillac LLG	φ1,02 <i>1</i> .90
301-303 N. Mitchell	Collectibles	Paulos Properties, LLC	\$4,154.85
302 N. Mitchell	Pizza Plus	David & Ann Kennard	\$4,078.75
302 S. Mitchell	Chemical Bank	Chemical Bank	\$1,619.20
304 N. Mitchell	Blue Heron Café	ARDEA Properties LLC	\$2,835.55
	2.00 1101011 0010	,	\$2,000.00

			Total 5-Yr
Business Address	Business Name	Property Owner	Assessment
	Cadillac Area Compassion		
305 N. Mitchell	Center	Platters LLC	\$1,894.85
307 N. Mitchell	Yoga for Every Body	Brian Fauble	\$1,894.85
309 N. Mitchell	New Image Hair Salon	Carol A. Brewster	\$1,949.40
311 N. Mitchell	McClain's Cycle Shop	McLain Management LLC	\$2,211.00
313 N. Mitchell	War Games North	Robert & Tamara Jones	\$2,322.85
315 N. Mitchell		Clam Lake Properties LLC	\$1,144.90
317 N. Mitchell	Vacant	Brian K. Fauble	\$1,220.90
319-329 N. Mitchell	Canfield Auto Brokers	PAKMAK LLC	\$2,448.05
324 N. Mitchell	Peterson's Auto	Peterson Services Inc	\$1,872.90
			\$274.467.40



Community Dev._ City Police _____

City Fire

Today's Date 4/25	/2017
City Received Date	MECEIVER
	APR 2 7 2017

Date Approved_ Date Approved_ Date Approved_

THE REAL PROPERTY.		MICHIC	SAN	City Recei	ved Date		EMPER
	Lake Street					1.9	
	c MI 49601 (231) 775-018	·		ł		M APR	27 2017
	adiliac-mi.net			٠ ــــــــــــــــــــــــــــــــــــ		1 6	
			erforming Arts	Pavilion Reserv	vation Re	BY:	·
							
Event	Clam Lak	e Band Conc		days Prior to Event Date	•		
Organia		am Lake Ban		. Contact Numb	ner		-
-				arting Time: 7:00 M		8 AM NO	_ .
			/ GRETIER SE	equests: Please Circle			
Ε	lectricity	Water	Wind Screens	Sound System	Movie Sci	reen/Projector S	ystem
<u>Usage i</u>	Rúles						
1.	Profanity an	d offensive langua	ge is strictly prohibited.				
2.				peace, and must be lower	red at the City's	request.	
3.	No decorati	ons, props, or app	urtenances shall be used	or placed in a manner the	at will cause dar	mage to the Pavi	lion, grounds
	(including tr ground.	ees), or surroundi	ng areas. The use of nail	s, tacks, staples, etc. is stri	ictly prohibited,	along with the u	ise of stakes in th
4.	_	grams shown at th	e Pavilion are at the disc	retion of the City, and pro	oper licensing to	show copyright	ed material is
	-			MPAA ratings of G and PG		e.	
5.				itely following any event.			
6.		•		ever, the sidewalk immedi	-	•	
		osed for the event.	•	pick-up of equipment only	y. Parking is pro	united on rake 2	meer, even n ic,
7.				uire an additional license.	(Code of Ordina	ances-Chapter 28	3)
8.				es approval of City Counci			
9.		•		erve the date and time of		-	
	due 30-days	prior to the even	t date.				
				1. 1. 11.			
				wiedge that the City reser	ves the right to	change or cance	I any event or
progra	am that is not	in compliance wit	1/	V			
	En	rm must he maile	Signature Signature of to Cadilla	c City Hall, Attention Pub	lic Works Depar	rtment-Events at	
				ic, MI 49601 (Faxes will n			
•					-	•	
Print N	ame <u>Zact</u>	NanderGraa	ffTotal Fees Require	d:Total Fees	s Paid:	Date/_	_/
	Request will I	be reviewed & you		ional information is need fice Use Only	ed and/or if req	uest is approved	l or denied.
Parks_						te Approved	
					Dat	te Approved	

Comments_ Comments_ Comments_



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

Today's Date <u>4/25/2017</u>	*****	
City Received Date ()	n	
APR 2.7 2017		000
13 14	ten/	_

www.cadillac-mi.net.	
Request Planning G	uide BY:
Must be completed for every request within the Cadilloc City Limit Applicant Name (Print) _Clam_Lake_Band Contact Pers	its & Returned to City 30 Days before Event son(s) Zach Vander Graaff
Contact Phone(s) Contact Er	mail_vande1za@cmich.edu
Sponsoring Organization Clam Lake Band	Private Son-Profit Exemption
Purpose(s) & Benefit(s) to Community Free Band Concert	
-7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/16	
Beginning Date:/ Ending Date:/	Reoccurring: YES NO
1st Day Set-up 6:30AM/PM Start 7:00AM/PM	End 8:00AM/PM Tear-down 8:30AM/PM
2nd Day Set-up : AM/PM Start : AM/PM	End : AM/PM Tear-down : AM/PM
3rd DaySet-up:_AM/PM Start:_AM/PM	End:_AM/PM Tear-down:_AM/PM
4th Day Set-up AM/PM Start AM/PM	EndAM/PM Tear-downAM/PM
5th Day Set-up : AM/PM Start : AM/PM	End : AM/PM: Tear-down AM/PM
YES NO Will you be requesting permission to close any street YES NO Will you be requesting permission to display any off street NO Will you be requesting permission to display a banne YES NO Will you be requesting permission to hold Farmer's NO Will you be requesting permission to reserve the Rot YES NO Will you be requesting permission to use any City Par 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 YES NO Will your event include a craft show, trade show, fair structure, or other large assembly functions? (Form	site signage? (Form.2) or over Mitchell Street? (Form 3) Markets? (Form.4) Mary Pavilion? (Form.5) rks? (Form.6) (Form.7) (Form.8) beverages? (Form.9) r, carnival, fireworks display, tent/membrane
If you answered YES to any of the above questions, additional form(s) mu completely filled out and all information provided before requests will be No additional requests other than those requested on these forms will be	brought to City Council for approval.
Form must be mailed or delivered to the above address or emailed to understand and agree to these requirements & understand if these	and the state of t
Print Name Zach VanderGraaff signature	Date 4 / 25 / 2017



Print Name Zach VanderGraaff

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

Today's Date	4/25/2017

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Reason for Request Clam I	ake Band Concerts
Contact Person Zach Vande	rgraaff
Contact Phone	Contact Email vande1za@cmich.edu
Date:// S Lake	Street Closures Mondays in July and first two in Augus
Street Name S Zuno	Beginning Location Ending Location Ending Time _ 8 : 30AM/PM Ending Time _ 8 : 30AM/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	StreetNearest Cross Street Beginning Time:AM/PM Ending Time:AM/PM

Street & Parking Lot Closure Request Form Please fill out a separate form for each date

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

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

Signature

For Office Use Only Streets _____ Date Approved Comments Date Approved_ Comments___ Parks _____ Date Approved Comments Fire _____ Comments___ Date Approved Police_ Date Approved_ Comments___ City Manager_____ City Council _____ Date Approved_ Comments___

Date 4 / 25 / 2017



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

Today's Date	1-31-2017
City Received D	ate? FIVIFA
	FEB 0 8 2017

	Cadillac Rotary	Performing Arts Pavi	lion Reservation	n Request Form
Even	URBEAT	Please Submit 30-days Pri	or to Event Date	
Orga	nization SA	mE	Contact Number	
•	1 77 7017	t-up Time: AMPM Starting Ti		Time: 745 AMAM
Date	of Events & Jan Se	t-up filite Alv Pivi Starting fil	ne. Alviervi Ending	Time: 45 AIVAPIVI
9 C	onsecutive Thurs	Eves		•
	or decoupling in the man	Special Requests	Please Circle	
	Electricity Water	Wind-ScreensSon	und-System M	ovie Screen/Projector-System
<u>Usag</u>	e Rules			
•	Dueferit, and offensive to	navogo ir strictly prohibited		
1.	•	nguage is strictly prohibited.		. Citeda manuart
2.		evels that do not disturb the peace, a		
3.		• • • • • • • • • • • • • • • • • • • •		ause damage to the Pavilion, grounds hibited, along with the use of stakes in th
4.	•	at the Pavilian are at the discretion o	f the City and proper lice	nsing to show copyrighted material is
٦.		esource is <u>www.swank.com</u> . MPAA ra		
5.	•	s must be removed immediately folio	•	ropriate.
5. 6.		on sidewalks or grass. However, the		uth of the pavilion can be utilized for
U,	•		•	g is prohibited on Lake Street, even if it
	has been closed for the ev		or equipment only. Parkin	g is profibited on Lake Street, even in it
7.		alcoholic beverages may require an a	dditional license (Code o	f Ordinances-Chanter 28\
8.		of alcoholic beverages requires appro	•	• -
9.		=		
Э.		· ·	date and time of the ever	nt, and Rental Fees of \$30 per hour are
	due 30-days prior to the e	event date.	\sim	
Lun	dorstand and agree to comply	with these rules and a foundation	for the state of the state of	, viabt ta abanca ar cancal any avent or
			nat the City reserves the r	right to change or cancel any event or
prog	gram that is not in compliance			•
		Signature	, , , , , , , , , , , , , , , , , , ,	
	Form must be m	ailed or delivered to Cadillac City Ha		-
		200 N. Lake Street in Cadillac, MI 49	601 (Faxes will not be acc	cepted)
Print	Name	Total Fees Required:	Total Fees Paid:	Date//
	Request will be reviewed 9.	you will be notified if additional info	rmation is needed and/	or if request is approved or depled
	request will be reviewed de	For Office Use		y y request is approved or deficed.
Parks				Date Approved
Stree	ts	Comments		Date Approved
Comn	munity Dev	Comments		Date Approved
City P	olice	Comments		Date Approved
City F	ire	Comments		Date Approved



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

Today's Date	1-31-17	
	4	

MUST BE OFFICERLY CAY DAY STAMP

www.	cadillac-mi.net	SY:	
		Street & Parking Lot Closure Request Form	
		Please fill out a separate form for each date Rotary Paul lon	Δ
Reaso	on for Request	IPBEAT CADILLAC - (21st Annua)	\Box
Conta	act Person	2 Eully	<i>-</i>
Conta	act Phone	Contact Email	
	Date: <u>6 /22/ 2</u>	2017 Street Closures 10 Consocutive Thuns Qu	iys
	Street Name (a)	Beginning Location Ending Location	2
I		Beginning Time 6 20 AM/PM Ending Time 9 30 AM/PM	
	Street Name	Beginning Location Ending Location	
ł		Beginning Time :AM/PM Ending Time :AM/PM	
	Street Name	Beginning Location Ending Location	
I		Beginning Time:AM/PM	
	Street Name	Beginning Location Ending Location	
į		Beginning Time : AM/PM Ending Time : AM/PM	
	Date//	Parking Lot Closures	
	Lot Location	Street Nearest Cross Street	
f		Beginning Time :AM/PM Ending Time:AM/PM	
	Lot Location_	StreetNearest Cross Street	
ı		Beginning Time :AM/PM Ending Time:AM/PM	
	Lot Location	Street Nearest Cross Street	
- 1		Beginning Time :AM/PM Ending Time:AM/PM	
		elivered to the above address or emailed to: <u>publicworks@cadillac-mi.net</u> (No Faxes a	cceptedj
ı unae	erstand and agree to t	these requirements & understand if these are not met the request will be denied.	
Print	Name Im Sci	Date / 3//	2017
Rec	quest will be reviewed &	& you will be notified if additional information is needed and/or if request is approved or de	nied.
****	***,*********	·····	*****
Stroot	ho.	For Office Use Only	
	ts		
Fire		Date Approved Comments	
Police		Date Approved Comments	
City IV	lanager	Date Approved Comments	
City Co	ouncil	Date Approved Comments	



200 N. Lake Street

Today's Date	4-27-18
City Received I	Date

Cadillac MI 49601		1			
Phone (231) 775-0181 www.cadillac-mi.net		L			
	Banner Re	quest Form			
Monday Banner Start Dat	e <u>6 /12 /201</u>	<u>Monday</u> Ban	ner End Dat	te 6/19/2017	
(Bann	ers may only be reque	sted for <u>one week</u>	<u>at a time</u> pe		
Reason for Banner Relay	For Life -	- Event			
Reason for Banner Relay Organization American	Curer Societ	ے Conta	act Person _	Karen K.	
Contact Phone	Contact Ema	<i>i</i> l			
<u>Cit</u>	y of Cadillac & Sta	te of Michigan	Guideline	<u> 25:</u>	
Banner requested date is	a minimum of 2 month	s prior to display da	ate requeste	ed.	
Banner picture or a design					
The City reserves the righ					
The City is not responsible			J		
Banner requested is for a					
			ued to adver	tise, promote the sale of, or	
publicize any merchandis	. –			,	
The legend may contain the	ie name of the sponsor	paying for the ban	ner if such is	not an obvious advertising of	:
and promotion of the sale	-				
	or's name or a logo doe	s not exceed three	inches if on	a single line or two-inches if o	n
more than one line.					
Banner does not contain a					
Banner meets all the design	•				
The banner will be delivered					
		•)920 -7800 to schedule time. p, the banner will be disposed	of
baillier will be picked up w	itiiii <u>1 week aiter</u> beiii	g displayed, if it is i	iot picked u	o, the parmer will be disposed	U
Comm must be mailed or delivered	to the shewe address a	- amailad tar mublic	auka@aadi	illa e mi not /No Favos assente	ال.
Form must be mailed or delivered					:uj
understand and agree to these re	quirements & understa	and ii these are not	met the req	uest will be deflied.	
Print Name Koven Keesle	c Signature	Klesson		Date 4 /27 / 2017	
THE NAME TO VEST RESTA	Signature	11110000		bate	
Request will be reviewed & you t	vill be notified if addition	al information is nee	ded and/or if	request is approved or denied.	
*******					**
Ph	Data Assessed	C			
Streets			ments		
City ManagerState of Michigan					
City Council					



umbumo"

200 N. Lake Street Cadillac MI 49601 Phone (231) 775-0181 www_cadillac_mi_net

Today's Date	6/1	17	
City Received	Date		

Applicant Name (Print) 3 Discipling Pacincontact Person(s) anne Mane or Contact Phone(s) 231-546-2229 Contact Email Vennie Quine mane @ Sponsoring Organization CAUR Support Private ANon-Profit Exemption Purpose(s) & Benefit(s) to Community Mulhple disipline race on sundou puling saturday, over 300 registrants, 400+ visitors Beginning Date: 4/14/17 Ending Date: 6/19/17 Reoccurring: NO 1st Day 616 Set-up 7 10 AMPM Start AMPM End : AMPM Tear-down Set-up . AM/PM Start : AM/PM - End AM/PM Tear-down Set-up : AM/PM Start 7 - 30/AM/PM End__:__AM/PM Tear-down__:__AM/PM 4th Day Set-up AM/PM End__:__AM/PM Tear-down____ 5th Day _____ Set-up ____AM/PM Start : AM/PM End : AM/PM Tear-down . AM/PM YES NO Will you be requesting permission to close any streets or parking lots? (Form 1) YES___NO __Will you be requesting permission to display any off site signage? (Form 2) YES___NO__Will you be requesting permission to display a banner over Mitchell Street? (Form 3) YES___NO___Will you be requesting permission to hold Farmer's Markets? (Form 4) YES___NO__Will you be requesting permission to reserve the Rotary Pavilion? (Form 5) YES NO_Will you be requesting permission to use any City Parks? (Form 6) norther Shore I we YES___NO __ Will you be requesting permission to have a parade? (Form 7) YES NO Will you be requesting permission to hold any races? (Form 8) YES___NO Will you be requesting permission to serve alcoholic beverages? (Form 9)

Request Planning Guide

Type in the edites to any opine contraction and control in the final effects each at each at each at an inperior place out and all information are deto ellegicities. Let us go in the place of approve in opening the request of the final trust results of the final t

YES___NO__Will your event include a craft show, trade show, fair, carnival, fireworks display, tent/membrane

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

Print Name (4) Var

Signature

structure, or other large assembly functions? (Form 10)

Date 6/1/17



200 N. Lake Street Cadillac MI 49601 Phone (231) 775-0181 www_cadillac-mi_net

www_cadifiac-mi ne	3	Race Requi	est Form		
Name of Race	Lunbyma	n			
	Sunctioned USA	Tinathlon	, multi-event	(foot, bike,	suim)
Requesting Organ	A	iplines a	1		
Contact Person(s)	n		or Joy		
		,		Carle diane	
	131-546-2229	Contact Email_	- 11	discipling, a	Fly
Date of Race 6			ei or participates	300-400	
Registration Local	tion <u>Cadillac</u> In 41	Registration Ti	ne LO: W GOOPM -	-day of	
Starting Time 1			:00 AM/EM ?	See Sikp	an
The City's	s designated route must	of Cadillac Rules	proved by Police Dena	tment (Route on bac	kside)
	e must be marked using				nside,
	int is not allowed and w				
	tions are responsible fo				
_	e Department does not				
	ts are to be blocked off				
	tes must follow all State				
*	tions are responsible fo		vn tables, tents, porta	johns etc	
	The faller vice	must be provided	with this request		
Sand Aliah	bility Insurance (1 millio		with this request	sured)	
- Control of the Cont	rine Permit from DNR if			isureu)	
	om Wexford Road Com			race is outside of City	Limits
The second secon	genda of the race and e				
F	ailed or delivered to the	a above address or	amailed to: publicwork	s@cadillac.mi.net (M	o Faxes accented
	alled or delivered to the l agree to these require				
Tunderstand and	agree to these require	ments & understan	\ /	ine request vinioe at	
Print Name	oy Van One	Signature		Date _	_//
Request All be	reviewed & you will be n	otified if additional	nformation is needed on	aju Trequest is appro	ved or denies
**********	*************	**********	*************	•••••	***********
Streets		Date Approved	Comme	nts	
		Date Approved	Comme	nts	
		Date Approved		nts	
Police		Date Approved		ents	
	nt	Date Approved		entsents	
		Date Approved		ents	
City Council		Date Approved	Commit		



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

Street or Parking Lot Closure Request Form May Xerivate or Non-Profit Exemption #____ Beginning Location Ir. 119 Ending Location Linder Ending Time 5 Street Name Under Beginning Location Cheshat Ending Location DN Ending Time 8 . AM PM Street Name_ Beginning Location___ **Ending Location** Beginning Time___:__AM/PM Ending Time ___:__AM/PM Beginning Location Ending Location Street Name Beginning Time__:__AM/PM Ending Time : AM/PM Beginning Location _____Ending Location ____ Ending Time ___:__AM/PM Beginning Time___:__AM/PM **Parking Lot Closures** Nearest Cross Street Cheynut Street UNUM Ending Time 10:0 (AM/PM takes place total Nearest Cross Street Ending Time : AM/PM AM/PM Beginning Time_ Nearest Cross Street Ending Time 6:00AM/PM 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 Date Approved Police Dept Comments Comments Date Approved_ Fire Dept Date Approved Public Works Dept Comments Date Approved Comments City Manager_ Date Approved_ Comments City Clerk_ Date Approved_ Comments_ City Council



Council Communication

Re: Purchase of Riding Lawn Mower

On May 30, 2017, the City of Cadillac held a bid opening on the above referenced item. The following bid was received:

Woodland Commercial Equipment

Grand Rapids, MI

\$8,844.00

Recommended Action

It is recommended that the purchase of one (1) new riding lawn mower be awarded to Woodland Commercial Equipment for the bid amount of \$8,844. Funds are available in the Parks Department in the General Fund.

Council Communication

Re: Roland Street Pump Replacement

On July 20, 2016, the City of Cadillac entered into a District Compliance Agreement (DCA) with the Michigan Department of Environmental Quality (MDEQ) related to the Cadillac Junction Sanitary Sewer extension. The DCA required several upgrades to City infrastructure, including installing new higher-capacity pipe in several sections of sewer main, and upgrading to larger-capacity pumps at the Roland Street Lift Station.

The City and the MDEQ both reviewed the equipment that is currently in use at the lift station and it was determined that it would be most cost effective to install the same brand of pump (Flygt Products) into the existing lift station using equipment already there, rather than to solicit bids and retrofit the station with new pumping equipment. This system that was originally installed was designed in such a way that the pumps can be exchanged very easily a minimal amount of additional work required.

In the process of securing a quote for these pumps it was determined that Kennedy Industries of Wixom, Michigan is the sole supplier in our region for these pumps. The letter from Flygt Products that names Kennedy Industries as the sole supplier of the product in Lower Michigan is included with this communication.

The original design of the lift station and the information the city provided to the MDEQ specifically identifies the Flygt pumps. The Part 41 permit that was issued to upgrade the Roland Street Lift Station also specifically identifies the Flygt pumps as the approved replacements. A copy of this permit is also included with this communication.

Recommended Action

It is recommended that the City Council waive competitive bidding for the Roland Street Lift Station pump replacement for the reasons detailed above, and award the Roland Street pump replacement project to Kennedy Industries in the amount of \$134,560 for two pumps. Funds for this project are available in the Water and Sewer Fund.



 QUOTATION

 DATE
 NUMBER
 PAGE

 5/30/2017
 81137
 1 of 1

B I L L	CAD250 City of Cadillac 200 LAKE STREET
Т	CADILLAC, MI 49601
Ω	

Accepted By:	
Company: _	
Date:	
PO#:	

ATTENTION:

JEFF DIETLIN P: 231-775-0181 F: 231-775-8755 UTILITIES@CADILLAC-MI.NET

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO #	JOB#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	81137	CITY OF CADILLAC, FLYGT	BMD / NJH	FREIGHT ALLOWED

QTY DESCRIPTION

- (2) FLYGT EXPLOSION PROOF, SUBMERSIBLE SEWAGE PUMPS, MODEL NP3315.095-459 HT WITH HIGH CHROME IMPELLER AND INSERT RINGS. RATED FOR 130 HP, 3 PHASE, 460 VOLT WITH 6" DISCHARGE AND 50 FT. MOTOR AND SENSOR CABLES. PUMPS EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLES.
- (1) START-UP ASSISTANCE.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$134,560.00 TOTAL

DELIVERY: 8-10 WEEKS AFTER RECEIPT OF ORDER

WE DO NOT INCLUDE: INSTALLATION, CONCRETE OR SITE WORK, ANCHOR BOLTS, PIPING, VALVES, COVER, CONDUIT, WIRING, JUNCTION BOXES, PADLOCKS OR KEYS.

WE APPRECIATE THIS OPPORTUNITY AND LOOK FORWARD TO BEING OF FUTURE SERVICE.

SINCERELY,

NICK HEINTZ / BRYAN DAVIDSON KENNEDY INDUSTRIES

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions and Customer Warranty available at www.kennedyind.com which will be provided by mail upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

CREDIT CARD ORDERS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL

P.O. Box 930079 Wixom, MI 48393 • 4925 Holtz Dr, Wixom, MI 48393 • Phone: 248-684-1200 • Fax: 248-684-6011



May 23, 2017

Tim Goudy Territory Manager Flygt Products 1615 State Route 131 Milford, OH 45150

To whom it may concern:

Kennedy Industries, Inc. is Flygt's authorized sales, maintenance repair and service distributor in Lower Michigan for Flygt products.

Contact information is as follows:

Kennedy Industries, Inc. 4925 Holtz Drive Wixom, MI 48393

248-684-1200 Phone / 248-684-6011 Fax

Email: info@kennedyind.com Website: www.kennedyind.com

If you have any questions please feel free to contact me.

Sincerely,

Tim Goudy

Tim Goudy

Territory Manager Flygt Products - A Xylem Brand

Office: 1.513.239.4409 Mobile: 1.513.250.6270 Email: Tim.Goudy@Xyleminc.com



STATE OF MICHIGAN

DEPARTMENT OF ENVIRONMENTAL QUALITY CADILLAC DISTRICT OFFICE



C. HEIDI GRETHER
DIRECTOR

September 16, 2016

CERTIFIED MAIL

Mr. Jeff Dietlin Director of Utilities City of Cadillac 200 North Lake Street Cadillac, Michigan 49601

Dear Mr. Dietlin:

SUBJECT: District Compliance Agreement (DCA) 1008691 for City of Cadillac (City)

Regarding the Cadillac Junction Sanitary Sewer Extension

Part 41 permit no. 1008691

Please find enclosed a copy of the signed DCA no. 1008691, for your records. This copy of a signed original is being provided to you in accordance with our letter dated July 13, 2016. A copy of the DCA was also provided to the City, attached to Part 41 permit no. 1008691 for the Cadillac Junction permit issued on July 21, 2016, under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 41).

The purpose of this letter is to forward the City its copy of the DCA and to cordially remind the City of the activities and schedules included in the agreement.

If you have any questions concerning this correspondence, please contact me directly by phone at 231-876-4478 or by email at wadej@michigan.gov.

Sincerely.

Jamie Wade, P.E.
Cadillac District Office

Water Resources Division

JW:sh Enclosure

cc: Mr. Marcus Peccia, City of Cadillac

IN THE MATTER OF:

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

CITY OF CADILLAC

DISTRICT COMPLIANCE AGREEMENT

WALER FEECURCES DCA 1008691

JUL 2 0 2016

CADILLAC LISTRICT OFFICE

Acknowledgments:

The Cadillac District Office of the Water Resources Division (WRD) has reviewed the City of Cadillac's (City) application for permit for construction of public sanitary sewer facilities for the "Cadillac Junction" project under Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended (Part 41). The Cadillac District Office has also reviewed the related and subsequent submittals from the City which include a sewer system capacity analysis and supplementary information on the appropriate portions of its existing sanitary system. The review of this application and the other noted documents revealed that certain locations or components in the City's existing sanitary sewer system downstream of the proposed Cadillac Junction project are or will be deficient in peak hour flow capacity given the existing discharge (firm capacity) of the Whaley Street pump station and/or other user contributions and/or allocations to those sanitary system components and the expected/design discharge rate from the proposed Cadillac Junction. The identified deficiencies include the capacity of six (6) gravity sewer sections and the Roland Street Pump Station.

Under Rule 299.2941 of Part 41, Sewerage Systems, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, the Department cannot issue Part 41 Sewerage Systems construction permits to the City until proper devices are or will be available and are in satisfactory operation for the collection, transportation, and treatment, before discharge into any public watercourse, lake, drain, ditch, or groundwater, of the sewage or wastes collected or conveyed by such systems; or a definite program or agreement satisfactory to the department leading to the construction and operation of such collection, transportation, or treatment devices shall have been officially adopted by the applicant for such permit and filed in the offices of the department.

The Water Resources Division (WRD) Cadillac District Office staff met on multiple occasions with representatives from the City to discuss a proposed action plan to be incorporated into this District Compliance Agreement. As a result of these meetings, the City and Cadillac District Office have agreed upon proposed measures to address the ability of the collection system to transport future flows from new development in the portions of the existing City sewer system relevant to the proposed Cadillac Junction project as itemized below:

 Six sections of undersized gravity sewers upstream of the Roland Street pump station, between manhole 17 and manhole 11, identified as SLINEs 0804, 0805, 0806, 0807, 0809, and 0810 on the City's sanitary sewer map shall be replaced. These sections are on Lincoln, Francis, and Division Streets and Crosby Road. These sections shall be replaced with a minimum of 18 inch diameter sewers at slopes that will provide no less than 1,650 gpm capacity (at Manning's n value of 0.013), and that will not result in any surcharge of the pipe at this flow rate.

2. The Roland Street Pump Station shall be upgraded to no less than 1,650 gpm firm capacity and no more than 1800 gpm firm capacity.

The City acknowledges it is responsible for proper operation of the sanitary system at all times, including any interim time between the connection of the proposed Cadillac Junction public sanitary facilities (and its related users) and the construction of the improvements noted in items 1 and 2 above. The City acknowledges that it is responsible to ensure the sanitary sewer system operates without backups (to users) or overflows of the sanitary system in this interim time. The City shall monitor the system and implement operational controls as necessary to ensure that backups or overflows do not occur in the system as a result of the connection of Cadillac Junction public sanitary sewers and its related users in the interim between the time of that connection and the completion of the improvements noted in items 1 and 2 above. The City shall utilize operational controls and limit connections and users to the system as needed to achieve satisfactory operation of the sanitary sewer, without backups or overflows, in the interim time period noted.

The City acknowledges that the City is responsible subject to Part 31 (Water Resources Protection) and Part 41 of NREPA (and any other applicable laws and statutes) for any discharges or backups of untreated or partially treated sewage from its sewerage system.

This DCA will address a solution for providing ultimate sanitary service for the City, based on the needs identified in the related submittal for the Cadillac Junction permits application.

The City agrees to the following specific actions and schedule in order to maintain compliance with Part 41, Sewerage Systems, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Local Sewer Improvements

In order to secure the Cadillac Junction Part 41 sewer permit (a development tributary to the City sewers that are projected to have capacity issues under full development), the above noted improvements shall be completed in accordance with the schedule below:

- A. On or before <u>October 31, 2016</u>, the City shall submit to the Cadillac District Office an approvable design including plans and specifications, a complete Part 41 permit application, and a basis of design for the improvements noted in items 1 and 2 above. The City shall obtain a Part 41 permit for both items 1 and 2 above, and address Cadillac District Office review comments as necessary to obtain that permit.
- B. On or before <u>January 31, 2017</u>, and following obtaining the applicable Part 41 permits, the City shall bid the improvements noted as items 1 and 2 above. A Part 41 permit shall be secured for each item prior to commencement of construction

City of Cadillac DCA - 1008691 Page 3 of 4

activity. The City shall also submit notification of the start of construction to the Cadillac District Office for the improvements noted as items 1 and 2 above.

C. On or before <u>July 18, 2017</u>, the City shall complete substantial construction and place into service the improvements noted in items 1 and 2 above.

Notification

No later than 10 days after each of the above compliance deadlines has passed, the City shall submit a letter advising the Cadillac District Office, when compliance was achieved.

In the event that the City fails to achieve compliance with any of the above requirements by the specified deadline, the City shall notify the Cadillac District Office, in writing, within **5 days** after the specified deadline. The notification shall include the deadline missed, the reason that the deadline was missed and the expected date of compliance.

The City and MDEQ agree that the MDEQ may grant the City a reasonable extension of deadlines, if necessary, to comply with requirements of this District Compliance Agreement.

Penalties

Failure by the City to comply with any part of this District Compliance Agreement may result in the Cadillac District Office taking appropriate steps to immediately escalate enforcement action and/or seek penalties as prescribed by law.

General Provisions

It is understood and agreed that compliance with this agreement does not constitute a release or waiver of liability for past or continuing violations of Part 41 or Part 31 of the Natural Resources and Environmental Protection Act, Act 451, PA 1994, as amended, and all other applicable regulations.

It is understood and agreed that, by entering into this Agreement, the City does not admit and is not considered to have admitted any violation or violations of Part 41 or any other part of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, or regulations adopted thereunder or any other state or federal statute, act or regulation.

This agreement shall become effective when signed by the Cadillac District Supervisor, and shall expire one (1) year after the scheduled completion of herein described tasks.

WATER RESOURCES
DIVISION

JULY 2 0 2016

CADILLAC III TRYCT OFFICE

City of Cadillac DCA - 1008691 Page 4 of 4

WATER RESOURCES DIVISION

JUL 2 0 2016

SIGNATORIES

ICE

	CAUILLAC DISTRICT OFF
For City Of Cadillac	•
7/20/16 Date	Carla Filkins Mayor City of Cadillac
7/20/16 Date	Sandra Wasson, City Clerk City of Cadillac
For the Department of Environmental Qu	ality
7/20/16 Date	Brian W. Jankowski, District Supervisor Cadillac District Office Water Resources Division



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WATER RESOURCES DIVISION

PERMIT APPLICATION FOR WASTEWATER SYSTEMS

Construction - Alteration - Addition or Improvement as Described Herein Required under the Authority of Part 41, Sewerage Systems, of 1994 PA 451, as amended (Act 451)

This application becomes a Part 41 Construction Permit only when signed and issued by authorized DEQ staff.

INSTRUCTIONS: Complete items 1 through 32 on this form and complete the Project Basis of Design (attached form EQP-4600A) or provide same information. Print or type all information except for signatures. Complete the Streamlined Checklist (EQP5937) for sewer projects that qualify; checklist available at www.michigan.gov/deg (select Water; then select Wastewater Construction). Complete the Non-Governmental Ownership Checklist (attached form EQP-4600C) for non-governmentally owned projects. Deliver complete application, plans and specifications, and attachments to the DEQ district office having jurisdiction for the project.

PROCESSING TIME FRAME: Part 13, Permits, of Act 451 allows 150 days for processing of an administratively complete Part 41 permit application, with extensions available when requested by the applicant. However, permits are generally processed within 45 days or less for routine projects. For information regarding recent permit processing time frames, refer to the WRD Metrics Web page (refer to metric B-9). For a fee, an expedited permit review process is available for applicants seeking quicker review time frames; information about this process is available at www.michigan.gov/deg (select Water; then select Wastewater Construction) or click here.

REQUIRED NOTIFICATIONS: The permittee shall provide Startup Notification (just prior to excavation) including permit number and date of issuance and Completion Notification (upon completion of the project) including permit number and date of issuance to the DEQ district office having jurisdiction for the project (attached form EQP-4600B).

PERMIT NUMBER (DEQ USE ONLY)	DATE OF ISSUANCE (DEQ USE	ONLY)
P41000587	LANUARY 05, 2017	2 3.12.7
		v
1. Municipality or Organization Name and Address that	Permit Stamp Area	(DEQ use only)
will own the wastewater facilities to be constructed. This permit is to be issued to:		
	WASTEWATER CONSTR AUTHORIZED IN ACCORDANCE WITH PERMIT NUMB	UCTION PERMIT ACT 451 PA. 1894, BART 41
City of Cadillac 200 North Like st.	PEAMIT NUMB	ER
200 North Like st.		
Cadillac, my 4960/	P41000587 JA	N 0 5 2017
2. Owner's Contact Person (provide name for questions)	1	2017
Contact: Seff Dictlin		WE CAN A STATE AND A STATE OF THE ADDRESS OF THE AD
Phone: 23/-775-018/ ×124	MICHIGAN DEPARTMENT OF ENV	IRONMENIAL QUALITY
3. Project Name (Provide phase number if project is segmented)	4. Project Location	5. County (location of project)
Roband LIFT Station Pumps	City of Cadillac	wexsord :
ISSUED UNDER THE AUTHORITY OF THE DIRECTOR O	OF THE DEPARTMENT OF ENVIRO	NMENTAL QUALITY
Enclosed PLANS.	\mathcal{L}	
cc: Kevie	ed by: I wile	
District #10 Health Department (Western Co) Issue	ed by.	G
	O Damie wast	
Revie	ewed by:	
If this box is marked see special conditions attached	to this permit.	

GÈNERAL PERMIT CONDITIONS

- This PERMIT only authorizes the construction, alteration, addition, or improvement of the wastewater system as described herein and is issued solely under the authority of Part 41 of Act 451.
- issuance of this **PERMIT** does not authorize any violation of federal, state, or local laws or regulations, nor does it obviate the need to obtain other permits or approvals from the DEQ or other units of government as may be required by law.
- This PERMIT expires two (2) years after the above date of issuance unless construction starts prior to the expiration date in C. accordance with R 299.2939(2) of the Part 41 Administrative Rules.
- d. Any portion of the herein described facilities constructed prior to the date of issuance is not authorized by this PERMIT and is a violation of Act 451.
- No sewer shall be placed into service unless and until the outlet sewer has been constructed, tested, and placed into service. e.
- Failure to meet any condition of this PERMIT or any requirement of Act 451 constitutes a violation of Act 451.
- The applicant must provide notice of impending construction to public utilities and comply with the requirements of the Protection of Underground Facilities Act, 1974 PA 53, as amended (MISS DIG).
- All earth changing activities must be conducted in accordance with Part 91, Soil Erosion and Sedimentation Control, of Act 451.
- All construction activity impacting wetlands shall be conducted in accordance with Part 303, Wetlands Protection, of Act 451.
- Intentionally providing false information in this application constitutes a violation of Section 249 of the Michigan Penal Code, 1931 PA 328, as amended. WATER HESUURUES

DIVISION

Page 1 of 4

DCT 3 1 2016

Michigan Department of Environmental Quality Water Resources Division Permit Application for Wastewater Systems (Continued)

6. **Facilities Description** In the space below, provide a detailed description of the proposed project in the format shown in the examples at the bottom of this page. Applications with inadequate facilities descriptions will be returned. Use additional sheets if needed.

Replacing two Flygt 1000 gpm pumps with two 1800 gpm pumps. The replacement pumps would be Flygt NP3315:095-457

EXAMPLES OF FACILITIES DESCRIPTIONS		
Sanitary	250 feet of 10" sanitary sewer in Mark Avenue between John and Lincoln Streets.	
Sewers and/or	<u>OR</u>	
Force Mains	250' of 10" sewer in an easement from the intersection of Mark Avenue and John Street to the north.	
Pumping	A wetwell/drywell, suction lift, submersible, etc. pumping station rated for 250 gpm at a TDH of 34'	
Stations	located at the northeast corner of Mark Avenue and Lincoln Street, and equipped with two pumps,	
	backup power, pump around capability, and all other equipment as required for proper operation.	
Wastewater Treatment Facilities A 10 million gpd (avg. flow) facility located at the north end of Ronald Street including a 2.0 million gallon equalization basin, six 0.5 million gallon primary clarifiers, four 0.75 million gallon aeration basins with fine bubble aerators, four 0.8 million gallon circular secondary clarifiers, ultraviolet disinfection, and all necessary appurtenances and piping as shown on the plans and described in the specifications for the proper operation of the treatment facility to provide a discharge quality in compliance with the facility's discharge permit.		

WATER RESOURCES
DIVISION

OCT 3 1 2016

Page 2 of 4

OCT 3 1 2016

DEᡚ

Michigan Department of Environmental Quality Water Resources Division Permit Application for Wastewater Systems (Continued)

CADILLAC DISTRICT OFFICE

GENERAL PROJECT INFORMATION – Complete All Boxes Below			
7. Design engineer's name, engineering firm, address, phone no., and e-mail address: Stantec 3754 Renchero Drive Phone: 734-368-3112 Ann Arbor, MI .48108	8. Indicate who will prepare "as-built" plan Design Engineer in Box 7 Other - name, organization, address, a		-
9. Indicate who will provide project construction inspection: Engineering firm listed in Box 7 Other - name, organization, address, and phone no.: City of Cadillac 775-0181 11. To which wastewater collection system will the project connect?	10. Is groundwater dewatering expected for YES □ NO If YES, provide dewatering specifications. If YES, will water wells or water bodies be □ YES □ NO 12. To which wastewater treatment system connect?	impacted	? project
City of Cadillac 13. Will this project be within 50 ft. of a private water well? ☐ YES ■ NO If YES, locate on plans. 15. Is the project construction activity within a wetland (as defined by Section 30301(p) of Part 303 of Act 451)? ☐ YES ■ NO If YES, has application been made for a wetland permit? ☐ YES ☐ NO	Final discharge is to: Groundwater 14. Will this project be within 200 ft. of a property of the project construction activity within floodplain (as defined by Section 3101 of F. Resources Protection, of Act 451, and the Administrative Rules)? YES NO If YES, has application been made for a floodplain (so defined by Section 3101 of F. Resources Protection, of Act 451, and the Administrative Rules)? YES NO	ublic wate s. n a 100-y Part 31, W associate	ear /ater d
17. Is the project construction activity below the ordinary high water mark of an inland lake or stream (as defined by Section 30101(f) of Part 301 of Act 451)? YES NO If YES, has application been made for an inland lakes and streams permit? YES NO	18. Is the project construction activity within lake, reservoir, or stream? ☐ YES ■ N If YES, has application been made for a Sedimentation Control Permit? ☐ YES ☐ Is owner listed in box 2 of this application a Public Agency (Section 9110 of Part 91 of ☐ YES ☐ NO	O oil Erosioı ☑ NO an Author	n and
19. Will the proposed construction activity be part of a project involving the disturbance of five (5) or more acres of land? ☐ YES ■ NO Please contact 517-284-5587 with questions regarding the storm water regulations. If YES, is project regulated by the National Pollutant Discharge Elimination System (NPDES) storm water regulations? ☐ YES: Attach copy of application or NPDES authorization to discharge storm water from construction activities. ☐ NO: Describe why activity is not regulated: 20. Is the project in or adjacent to a site of known soil or groundwater contamination? ☐ YES ■ NO If YES, attach a copy of a plan acceptable to the DEQ for handling contaminated soils and/or groundwater disturbed during construction. Contact the local DEQ office for listings of Michigan sites of environmental contamination.			
SEWER SYSTEM CAPACITY 21. Are there any known capacity concerns in the collection system downstream of the proposed project? YES NO If YES, include a full explanation with the application. 22. Proposed project peak design flow rate: 23. Total capacity of the existing outlet sewer: 24. Current peak hour flow into the existing outlet sewer: 25. Total capacity of the existing outlet sewer: 26. Current peak hour flow into the existing outlet sewer:			
25. Design capacity of nearest downstream pumping station (largest pump out of service): N.A. N.A			
OVERFLOWS AND BASEMENT FLOODING — For Proposed Sewer Projects, Mark All Boxes That Apply 27. Has the downstream collection system overflowed or flooded basements in the past five years? YES NO If YES, attach a listing of events in the past five years including date, location, cause, and corrective action. 28. Has the downstream collection system owner entered into an agreement satisfactory to the DEQ to address sanitary sewer overflows and flooding of basements? YES NO If YES, enter agreement name and number:			

DEQ

Michigan Department of Environmental Quality Water Resources Division Permit Application for Wastewater Systems (Continued)

29. TREATED WASTEWATER DISCHARGE AUTHORIZATION - Mark Boxes As Appropriate		
A. Does project include a new treatment facility or expansion, a change in discharge method, or a new discharge location?		
☐ YES – Complete B below ■ NO – skip to item 30		
B. If A is marked YES, indicate discharge authorization and pr		
1. NPDES or Groundwater Discharge Permit No: Permit	Authorized Flow Rate: Units:	
2. Local health department approval. Include a copy of the a	pproval with this application.	
30. OWNERSHIP - Mark A or B as Appropriate Below		
A. Ownership will be by a governmental entity before the s	sewer is placed in service	
,	·	
B. Ownership will be by a <u>non-governmental</u> entity, and a c	completed Non-Governmental Ownership Checklist is	
included with this application.		
	(500 (000)	
Note: A completed Non-Governmental Ownership Checklist		
non-governmentally owned projects. The checklist is attached		
available at www.michigan.gov/deg (select Water; then select \	Wastewater Construction).	
31. COMPLETE APPLICATION CHECKLIST - Please co	onfirm that this application is complete by using this	
checklist. Mark the box if the condition is met. This will help re	duce DEQ review time and speed permit issuance.	
A. Items 1 to 30 of the application are completed.	■ E. Owner's certification signed and complete (item 32).	
B. A contamination management plan is included for sites	F. A detailed basis of design is included with the	
with known contamination (item 20). N.A.	application. Form EQP-4600A (attached) or similar form is	
C. For projects with local health department discharge	completed providing information required by Rule 35(3) of	
authorization, a copy of the health department authorization is	the Part 41 Administrative Rules of Act 451.	
included (item 29). N.A.		
D. For non-governmentally owned projects, provide the	G. Final plans and specifications sealed and signed by	
Non-Governmental Ownership Checklist and all documents	a Michigan licensed professional engineer are provided.	
required by the checklist (item 30). \(\square\) N.A.	a whoringar hoerised professional engineer are provided.	
required by the checklist (item 50)		
CONTROL OFFICIATION TO		
32. OWNER'S CERTIFICATION - The owner of the propos	ed facilities or the owner's authorized representative shall	
complete the following owner's certification:		
ا, Jeff Dietlin (name), acting as the المعادة (title/position) for المعادة (en		
provided in and with this application is true and accurate to the	best of my knowledge, and I certify that the plans and	
specifications and other documents submitted to the DEQ with	the Part 41 Permit Application accurately represent what I	
intend to construct under the terms of the Part 41 Permit, once		
in the plans and specifications submitted under this application is in compliance with the requirement of Rule 41(a) of the		
Part 41 Administrative Rules of Act 451, which states that "Proper devices are or will be available and are in satisfactory		
operation for the collection, transportation and treatment before	e discharge into any public watercourse, lake, drain, ditch or	
groundwater, of the sewage or wastes collected or conveyed by		
satisfactory to the department leading to the construction and of		
devices shall have been officially adopted by the applicant for such permit and filed in the offices of the department."		
Further, I hereby acknowledge the requirement to provide Startup Notification (just prior to excavation) with the permit		
number and date of issuance and Completion Notification (upon completion of the project) with the permit number and		
date of issuance to the DEQ district office having jurisdiction for the project.		
1 1 1 1 1/h \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
	Water resources	
SIGNATURE: WWW. N. W.	DATE: 10/31/2016	
111111111111111111111111111111111111111	DIALTON	
NAME (TYPED). JeffDiellin PHONE: 231-775-0181 ext 124		
	UCT 3 1 2016	

CADILLAC PROTEICT OFFICE

1

Page 5 of 5

The project owner (permittee) shall provide a copy of this permit to the general contractor and all applicable sub contractors before the start of construction. The permittee/owner shall review the conditions below that are applicable to contractors with all applicable contractors and subcontractors. The owner's engineering representative may perform this distribution and review in lieu of the owner at the owner's direction.

Any references below related to plans or specifications reference the permit set of plans and specifications stamped with the DEQ permit stamp.

Permit plans and specifications are on file with the Department of Environmental Quality (DEQ), subject to records retention policy.

The following "special conditions" shall apply to this permit

Special Conditions:

The following special conditions apply to this project and represent corrections, revisions or clarifications as noted:

1. The pump motor combination to be used for this project shall be NP 3315 HT 3~459 as indicated in the December 22, 2016 email to Jamie Wade from Jeff Dietlin. The motor shall be rated at 130 hp. The pump motor combination was indicated to have a duty point of 1722 gpm at 173 ft TDH. The Facilities description (item #6) on page 2 of the application has been edited to reflect the change.

DO NOT WRITE BELOW THIS LINE

MDEQ USE ONLY

PERMIT #	DATE:	Project name:	ISSUED TO:
P41000587	January 5, 2017	Roland Lift Station Pumps	City of Cadillac

Council Communication

RE: Third Ward Council Member Position Vacancy

After serving the City of Cadillac for over 26-years as a member of the Police Department, and for nearly 2-years as the elected Third Ward Council Member, Matthew Wohlfeill has graciously resigned from his position due to an opportunity to once again work full-time. Please see the following letter from Mr. Wohlfeill that provides further details regarding his resignation.

Pursuant to the City's Charter, the City Council shall make an appointment of someone to fill the vacancy; however, the filling of the vacancy by the Council is only until the next City-wide election, which will take place in November 2017. At the November election, this Third Ward Council position will be "up", and whoever wins will be elected to serve the remainder of the four-year term that expires December 31, 2019.

Any Third Ward residents interested in being appointed should complete an application, which is available at City Hall located at 200 N. Lake Street. Applications are also available at www.cadillac-mi.net under the section titled "Current Happenings" on the homepage. It is anticipated that the City Council will make an appointment as part of their regularly scheduled June 19th meeting to fill this vacancy.

City Manager Marcus Peccia City of Cadillac 200 N. Lake Street Cadillac, Michigan 49601

Dear Marcus,

It is with a heavy heart that I submit this letter of resignation from the Cadillac City Council effective immediately. I have been offered a full time position with an organization that is an excellent opportunity for me, but unfortunately will not allow me to fulfill my responsibilities with the Council. Please know that this decision did not come easily and both my wife and I struggled with which direction to go, but in the end we decided this was too good of an opportunity for us to pass up. I regret not being able to finish my term of office and never feel good about leaving a task unfinished.

I want to say that it has been a pleasure and an honor to serve the citizens of Cadillac as one of their elected officials, and as a member of their police department, for a period of over 26 years. The support that I have received during those years has been uplifting and greatly appreciated.

Cadillac is an outstanding community in which to live, work, and visit, and it has unwavering support by many, many people who cherish it as much as I do. The other members of the City Council I have served with truly care about this community and always put what they believe is best for the community first and foremost, and it was my honor to work with them as well. Although I will no longer be serving this wonderful community, I am proud that I can still call Cadillac my home.

I ask the citizens of Cadillac to support whoever the City Council chooses to appoint to take my place because I have the utmost confidence that they will select the right person for the job.

> Sincerely Yours Matthe a. Wohlfeill.

Matthew A. Wohlfeill

Cadillac City Council



Application for City Council Appointment for Filling of the Third Ward Vacancy

The City Council is the legislative authority of the City of Cadillac, and is composed of five members; one member that resides from of each of the City's four wards, and one of whom is Mayor. Currently, there is a vacancy for the Third Ward Council Member position.

The information provided on this form is for the use of the Cadillac City Council in its deliberation to fill the Third Ward vacancy. Applications must be delivered to the attention of the City Clerk by 5:00 p.m. on Tuesday, June 13th at City Hall located at 200 N. Lake Street. Applicants must be a resident and registered voter of the Third Ward of the City of Cadillac.

It is anticipated that the City Council will make an appointment as part of their regularly scheduled June 19th meeting. Although the term for the Third Ward Council Member position does not expire until December 31, 2019, in accordance with Section 3.6 of the City Charter, the Council "shall choose, by majority vote and within thirty days after such vacancy occurs, a duly qualified person to fill such vacancy." Further, pursuant to Section 3.6 of the City Charter, the person chosen by the Council to fill the vacancy, "shall serve until their successor, elected for the remainder of the term at the next ensuing City wide election, resulting sixty days after such vacancy occurs, has been duly qualified." Therefore, this Third Ward Council Member position will be up for office as a part of the November 2017 election, at which time the voters will elect someone to the position for the remainder of the original term, which expires on December 31, 2019.

Please print or type:		
Name	Address	
Telephone: Home	Business/cell	
E-mail		

Please complete the following. You may use additional sheets as needed.	
Community Service List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held, and in what municipality or county.	r
Employment and Education List any employment experience or education that, in your opinion, best qualifies you for this appointment. List	+
job titles, duties (current and past), level of education and any certificates or degrees you have obtained.	ι
Have you ever worked for the City of Cadillac? ☐ Yes ☐ No If yes, please list dates and names of departments.	
	2

Personal Rules of law and ethics prohibit appointees from pa direct or indirect financial interest. Are you awar	participating in and voting on matters in which they may have be of any potential conflicts of interest? Yes No	
If yes, please indicate potential conflicts.		
	to serve on the City Council, and will you have such time? of each month, with additional special meetings from time to	
□ Yes □ No		
Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.		
I hereby certify that the preceding information is contained to the contained of the contai	orrect to the best of my knowledge.	
Signature	Date	
You are invited to attach additional pages, enclose a copy of your résumé or submit supplemental information that you feel may assist in the evaluation of your application.		
Mail or return your completed application to:	Sandra Wasson, City Clerk City of Cadillac 200 N. Lake St. Cadillac MI 49601	

 ${\it Thank you for giving us the opportunity to consider you for appointment.}$

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers
Tiyi Schippers
John Meinhardt

	R	ES	OL	U	ΓI(ON	NC).	
--	---	----	----	---	-----	----	----	----	--

RESOLUTION TO INTRODUCE AN ORDINANCE APPROVING A LEASE AGREEMENT WITH UP NORTH ARTS, INC.

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 5^{TH} day of June, 2017, at 6:00 p.m.

PRESENT:	
ABSENT:	
The following preamble and resolution was offered byseconded by	and
WHEREAS, the City of Cadillac ("City") owns the building located at 601 Ch	estnut

Street, Cadillac, Michigan 49601, commonly known as the Naval Reserve Building; and WHEREAS, the City desires to lease certain space in the Naval Reserve Building to

Up North Arts, Inc.; and

WHEREAS, section 5.6(a) of the City Charter requires the City to adopt an ordinance to enter into a lease of any real estate; and

WHEREAS, section 5.6(a) of the City Charter requires the City to hold a public hearing prior to final adoption of said ordinance and publish notice once at least twenty (20) days and again at least ten (10) days prior to the public hearing.

City of Cadillac Resolution No. 2017-___ Page 2 of 3

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

1. Pursuant to Section 5.2 and 5.6 of the City Charter, the City introduces Ordinance No. 2017-xx, An Ordinance Approving A Lease Agreement With Up North Arts, Inc. (the "Ordinance," attached as Exhibit A).

2. A public hearing regarding the Ordinance shall be held on the 27th day of June, 2017, at 6:00 p.m. in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan.

- 3. The City Clerk is directed to publish a summary of the Ordinance in a newspaper of general circulation in the City of Cadillac, together with a notice setting the time and place for a public hearing on the Ordinance, no later than June 7, 2017 and again no later than June 17, 2017. The summary and notice of the hearing shall be substantially in the form of Exhibit B.
- 4. A copy of the Ordinance shall be available for examination at the office of the City Clerk, and copies may be provided for a reasonable charge.
- 5. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _			
NAYS:			

City of Cadillac Resolution No. 2017 Page 3 of 3	
)) rk of the City of Cadillac, hereby certify this to be a true and n No, duly adopted at a regular meeting of the City Council 2017.
	Sandra Wasson Cadillac City Clerk

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John Meinhardt

ORDINANCE NO. 2017-xx

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH UP NORTH ARTS, INC.

THE CITY OF CADILLAC ORDAINS:

Section 1.

The City hereby adopts and approves the lease agreement ("Lease"), attached hereto as Exhibit A, by and between the City of Cadillac and Up North Arts, Inc. for a portion of the Naval Reserve Building located at 601 Chestnut Street.

Section 2.

The Mayor and Clerk are authorized to make any changes to the Lease deemed necessary in consultation with Up North Arts, Inc. and approved by the City Attorney, except that no changes may be made to the term of Lease or the rent payable by Up North Arts, Inc. unless first approved by the City Council.

Section 3.

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

Section 4.

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

Approved this 27th day of June, 2017.

City of Cadillac Ordinance No. 2017 Page 2 of 2	
Sandra Wasson, Clerk	Carla J. Filkins, Mayor
and the control of th	City of Cadillac, Michigan, do hereby certify that a the Cadillac News on the 21st day of June, 2017.
	Sandra Wasson, City Clerk

City Council

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John Meinhardt

NOTICE OF PROPOSED ORDINANCE AND PUBLIC HEARING

On June 5, 2017, the City Council of the City of Cadillac introduced Ordinance No. 2017-xx, An Ordinance Approving A Lease Agreement With Up North Arts, Inc.

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held in the Council Chambers, Cadillac, Municipal Complex, 200 Lake Street, Cadillac, Michigan, on June 27, 2017, at 6:00 p.m., at a Special Meeting of the City Council. The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at least three (3) business days prior to any such meeting. Copies of the proposed ordinance are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge. The following is a summary of the proposed ordinance.

ORDINANCE APPROVING A LEASE AGREEMENT WITH UP NORTH ARTS, INC.

Section 1 of the proposed ordinance adopts and approves the lease agreement by and between the City of Cadillac and Up North Arts, Inc. for a portion of the Naval Reserve Building located at 601 Chestnut Street.

Section 2 of the proposed ordinance authorizes the Mayor and Clerk to approve any changes to the lease deemed necessary in consultation with Up North Arts, Inc. and approved by the City Attorney, except that no changes may be made to the term of the lease or the rent payable by Up North Arts, Inc. unless first approved by the City Council.

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

Section 4 of the proposed ordinance provides that it will take effect 20 days after adoption and publication.

City of Cadillac Page 2 of 2

CITY COUNCIL OF THE CITY OF CADILLAC, MICHIGAN

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

NAVAL RESERVE BUILDING LEASE AGREEMENT LEASE COVER PAGE

City of Cadillac

200 North Lake Street Cadillac, MI 49601 ("Landlord") and

Up North Arts

P.O. Box 62 Cadillac, MI 49601 ("Tenant")

FOR GOOD AND VALUABLE CONSIDERATION, Landlord and Tenant agree as follows:

- 1. **Premises.** Landlord hereby leases to Tenant certain Premises located in the Naval Reserve Building (the "Building") consisting of 2,291 square feet of office-type space (Marked as "SPACE" in Attachment A). Lessee shall share access areas and available rest room facilities without Additional Rent. The address for the Naval Reserve Building is 601 Chestnut Street, Cadillac, MI 49601.
- 2. **Term.** The initial term of this Lease will be for five (5) years commencing on September 1, 2017 (the "Commencement Date") and ending August 31, 2022.
- 3. **Base Rent**. The Base Rent for the term of this Lease is based upon a "Business Incubator"-type incentive. Base rent will be set for the next five years, gradually increasing over the time period until full market value rent is achieved in year 5. Base rent for the next five (5) years is as follows:

September 1, 2017 – August 31, 2018	\$668.21/month (\$8,018.50/year)
September 1, 2018 – August 31, 2019	\$859.13/month (\$10,309.50/year)
September 1, 2019 – August 31, 2020	\$1,050.04/month (\$12,600.50/year)
September 1, 2020 – August 31, 2021	\$1,240.96/month (\$14,891.50/year)
September 1, 2021 – August 31, 2022	\$1,527.33/month (\$18,328.00/year)

Rent shall be payable in advance at the first day of each month. Tenant shall pay the first month's Base Rent on execution hereof.

- 4. **Additional Rent.** Tenant will pay to Landlord, as Additional Rent, and all charges set forth in this Lease in accordance with the Standard Lease Conditions. At Landlord's option, the Additional Rent shall be paid monthly (on the first day of each month) based upon Landlord's estimate of annual Operating Expenses; Landlord's estimate will be reconciled with the actual Operating Expense at the end of each calendar year in accordance with the Standard Lease Conditions.
- 6. **Use of Premises.** The premises shall be used for Tenant's legal business as of the date of this lease and for no other purposes.
- 7. **Renewals.** This Lease is considered non-expiring, and after the initial five-year period in Section 3 ends on August 31, 2022, the lease shall automatically renew for additional one (1) year terms. Base rent will increase in accordance with the schedule in Section 3. Beginning September 1, 2022, the renewal Base Rent shall increase by the 12-month change in the Consumer Price Index each year as of July 31, as set forth in Section 16.11 of the Standard

Lease Conditions. Lease may be terminated without cause and/or penalty at any time, by either party, if a written notice is given at least ninety (90) days prior to termination.

Standard Lease Conditions attached hereto (consisting of Sections 1 through 16), and the Riders

Lease Agreement. This Lease Agreement consists of this Lease Cover Page, the

designated below executed by Landlo	ord and Tenant.	
Riders:		
LANDLORD/AGENT:	TENANT:	
CITY OF CADILLAC	UP NORTH ARTS	
Ву:	Ву:	
Carla J. Filkins Its: Mayor	Its:	
DATE:	DATE:	

NAVAL RESERVE BUILDING

STANDARD LEASE CONDITIONS

1. Premises.

1.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises described on the Lease Cover Page. Tenant has investigated the Premises and, except as expressly provided herein, agrees to accept the Premises in its present "as is" condition.

2. Term.

- 2.1 Possession of the Premises will be delivered to Tenant approximately upon the date that the Cadillac City Council approves the lease in accordance with local legal requirements. The term of this Lease will be for the term stated on the Lease Cover Page commencing on the date Tenant's obligation to pay rent specified in Section 3.1 begins.
- 2.2 In the event Tenant continues to occupy all or any part of the Premises after the expiration of the term of this Lease, such holding over will be deemed to constitute a tenancy from month to month terminable on thirty (30) days' notice given at any time by either party, upon the same conditions and terms as provided in this Lease except that the monthly rent each month of the holdover period will be equal to one and one-half times the monthly rent for the last month of the stated term of this Lease. This paragraph does not give Tenant any right to holdover and Tenant will be in default as a result of any holding over beyond the stated term.

3. **Rent.**

- 3.1 Tenant agrees to pay to Landlord the Base Rent as stated on the Lease Cover Page. Tenant will be liable for Base Rent upon the date on which possession of the Premises is delivered to Tenant.
- 3.2 All monies payable by Tenant to Landlord under this Lease will be considered rent. The monthly rent will be paid to Landlord in advance on the first day of each calendar month during the entire term of this Lease, without deduction or set-off. Should the obligation to pay rent commence on a day other than the first day of a month or terminate on a day other than the last day of a month, all rent will be prorated based on the days in the calendar month involved. If Tenant fails to pay any rent or other sums when due, such unpaid amounts will bear interest at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum.
- 3.3 Tenant hereby grants to Landlord a continuing security interest in all assets (the "Collateral") now owned and hereafter acquired by Tenant and located, at any time, on the Premises or derived from the Premises, including all now owned and hereafter acquired inventory, equipment, furniture, fixtures, accounts, contract rights, general tangibles, and all proceeds, products, replacements and substitutions thereof. Tenant authorizes Landlord to file a Financing Statement(s). Upon the occurrence of an event of default, Landlord may exercise any and all rights and remedies provided under the Uniform Commercial Code, including taking possession of the Collateral (whether through changing the locks on the Premises or otherwise). Tenant agrees that reasonable notice of any sale of the Collateral shall be sufficient if made by mail, by posting, personal delivery or in any other manner in Landlord's sole discretion at least seven (7) days before any such sale.

4. Use of Premises.

- 4.1 Tenant will not use the Premises or any part thereof for any purpose other than the use described on the Lease Cover Page without the prior written consent of Landlord nor in any event for any unlawful purposes or in any unlawful manner. Tenant will not permit the Premises to be used in any manner which, in the reasonable business judgment of Landlord, will in any way impair the appearance or reputation of the Building or of Landlord; impair or interfere with the proper and economic heating, cleaning, air conditioning or other servicing of the Building or of the Premises; or impair or interfere with the use of any of the areas of the Building by any of the other tenants and occupants of the Building.
- 4.2 If any governmental license or permit will be required for the proper and lawful conduct of the Tenant's business, the Tenant will procure and thereafter maintain such license or permit and submit the same to inspection by Landlord. The Tenant will, at all times, comply with the terms and conditions of each such license or permit.
- 4.3 Tenant will not do or permit to be done any act or thing upon the Premises that will increase the cost to Landlord of insurance on the Building.
- 4.4 The rights of Tenant in the entrances, halls, public restrooms, walks, drives, parking areas and other common areas of the Building ("Common Areas") are limited to ingress to and egress from the Premises. Tenant will not interfere with the use and enjoyment of the Common Areas by other tenants or occupants of the Building. Landlord will have the right to control and operate the public portions of the Building and the Common Areas by publishing rules and regulations as Landlord deems best for the benefit of all tenants, owners and occupants generally and Tenant agrees to comply with all such rules and regulations after written notice from Landlord.
- 4.5 Any lettering or signage advertising Up North Arts, Inc. and events sponsored by Up North Arts, Inc. that may be painted or displayed in, on, or around the building will be allowed with prior review and permission of Landlord, and subject to any necessary permits and zoning review. Any such advertising or signage will be removed and the building exterior returned to previous condition when lease expires or is terminated by either party.
- 4.6 No awnings or other projections over or around the windows or window draperies or blinds will be installed by Tenant except as approved or supplied by Landlord, such approval not to be unreasonably withheld or delayed and Landlord will have no obligation to provide any such draperies or blinds.
- 4.7 Landlord will have the right to prescribe the weight and position of objects of excessive or concentrated weight, and no object whose weight exceeds the lawful or permitted load for the area upon which it would stand will be brought into or kept upon the Premises.
- 4.8 Landlord will at all times have a master key or other access device to open the door to the Premises. No additional locks or bolts of any kind will be placed upon any of the doors in the Premises and no lock on any door will be changed or altered in any respect without the Landlord's prior written consent, which will not be unreasonably withheld or delayed. Duplicate keys and other access device for the Premises will be procured only from Landlord, which may make a reasonable charge therefor. Upon the termination of the Lease, all keys of the Premises will be delivered to the Landlord.

- 4.9 Landlord will have no responsibility to provide security to or for Tenant or Tenant's employees, agents or invites, or to provide for the protection of Tenant against the removal of property from the Premises.
- 4.10 The Building, including the Premises and the Common Areas, is a smoke-free/no smoking building. Tenant will not permit smoking of any product or substance within the Premises and the Building and will prohibit its employees and customers from smoking in the Building or immediately outside of the Building.
- 4.11 The Premises shall be used only by Tenant and its employees, customers and business invitees. Tenant shall not permit the number of people occupying the Premises to exceed the number set forth in Paragraph 6 of the Lease Cover Page, if any number is set forth therein. Tenant shall comply with all laws, ordinances and regulations regarding occupancy. Landlord may prescribe reasonable rules and regulations regarding the number of occupants of the Premises.
- 4.12 Landlord shall have the right to designate parking spaces for tenants of the Building. Tenant shall not use an excessive number of parking spaces and will not permit any vehicles to remain in the parking lot for more than 48 consecutive hours.
- 4.13 No music systems for the Premises shall be installed without first obtaining in each such instance the Landlord's written consent. No aerial shall be erected on the roof or exterior walls of the Premises or on the grounds without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time. Data and communications systems may only be installed in and through the Building's room identified by Landlord for such purpose, and Landlord shall have the right to approve all data and communications systems and installation contractors. All installation shall be performed in the presence of Landlord or its representative. In the event aerials, data or communications systems interfere with those provided by Landlord or used by other tenants, Landlord may revoke its consent and Tenant shall remove at its expenses such aerials, data systems or communications systems.
- 4.14 Tenant shall not operate or permit to be operated on the Premises any coinor token-operated vending machines, or similar devices for the sale of goods, wares, merchandise, food, beverage, and/or service, including, without limitation, pay telephones, pay lockers, scales and amusement devices, without Landlord's written consent.
- 4.15 Tenant shall not perform any acts or carry on any practices which may injure the Building or be a nuisance or menace to other tenants in the Building. Tenant shall not make any excessive noise and will not permit cursing or swearing.
- 4.16 Tenant may enter the Building prior to or after Ordinary Business Hours (identified below) but Tenant must close and lock all doors at all times while in the Building, and upon exiting the Building prior to or after Ordinary Business Hours, must turn off all lights and otherwise properly close and secure the Building.

5. Utilities and Services.

- 5.1 Landlord may elect to provide weekly janitorial services for the Premises consisting of vacuuming and emptying waste baskets (including exterior window washing as may be requested) and bi-weekly janitorial services to the Common Areas, and will furnish water to the Building for use in the lavatories, drinking fountains and furnish such heated or cooled air to the Premises as may, in the reasonable judgment of Landlord, be reasonably required for the comfortable use and occupancy of the Premises (provided that Tenant complies with the recommendations of Landlord's engineer regarding occupancy and use of the Premises), and to cause electric current to be supplied for lighting the Building.
- 5.2 Landlord may, at its option, provide protective services as may be provided in similar buildings, during all hours other than Ordinary Business Hours. Landlord reserves the right to use an automatic security system. The cost of any entry cards or similar items used in connection with such system will be paid for by Tenant based on the number of cards or such other items that are issued to Tenant. Landlord does not warrant the security of the Premises and will not be liable for loss to Tenant. Tenant shall be liable for false alarms.
- 5.3 Landlord will not be obligated to supply any water, heating, air conditioning, electrical, janitorial, lighting, data or communication lines or access or other services during any period, when by reason of any happening beyond the control of Landlord, such services cannot be reasonably provided.
- 5.4 Tenant agrees that Landlord will not be liable for any interruption, failure, surge, or defect of any utility service, including, without limitation, water supply or electric current for injury to persons, including death, or damage to property including, without limitation, computers and electrical equipment from any cause whatsoever, including that which results from steam, gas, electricity, water, and rain, or snow which may flow or leak from any part of the Building or from any pipes, appliances, or plumbing works from the street or subsurface or from any other place, or for interference with light or other easements, however caused. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the Premises or any part of the Building of which the Premises are a part, or for any damage or loss of property within the Premises from any cause whatsoever, except for any damages caused by Landlord's failure to repair in accordance with its express obligations under this Lease where Landlord knows of the necessity of such repairs.

6. Alterations, Maintenance and Repair.

- 6.1 Landlord shall be responsible for maintenance, repairs and replacements of components of building systems (including heating, air conditioning, plumbing and electrical systems), and maintenance and repairs of the non-leasable areas of the Building, the Building foundation, exterior walls and roof, and repairs to the Premises which are structural in nature. Notwithstanding the foregoing, Tenant will, at its expense, make all repairs and replacements arising from or occasioned by the act or omission of Tenant, its agents, employees and invitees and, if Tenant fails to make such repairs or replacements promptly, then Landlord may do so at Tenant's expense, payable upon demand of Landlord.
- 6.2 Tenant, at Tenant's cost and expense, <u>except for services furnished by Landlord pursuant to Paragraphs 5 and 6 hereof</u>, will maintain the Premises in good order, clean condition and repair including the interior surfaces of the ceilings (if damaged or discolored due to the fault of Tenant), walls and floors, all doors, interior glass partitions or glass surfaces

(not exterior windows); and to the extent within the Premises, toilets, sinks, plumbing pipes, electrical wiring, electrical panels, heating and air conditioning units and related equipment switches, fixtures, and other items. Tenant will also be responsible for nonstructural replacements, repairs and maintenance within the Premises, including without limitation, replacement of light bulbs and repair and replacement of any and all damage caused by tenant or guest(s) of tenant. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord may give Tenant notice to do such acts as are reasonably required to maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord will have the right, but will not be required, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work and the amount so expended will be immediately due and payable from Tenant upon demand. Landlord will have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work. Landlord may perform an obligation of Tenant under this paragraph and the cost of performing such obligation shall be an Operating Expense.

- 6.3 Landlord, its agents and employees will have the right to enter the Premises to make inspections, alterations, and repairs to the Building or premises and for the purpose of showing the Premises to prospective tenants. In the event of an emergency, Landlord, its agents and employees will have the right of entry at any time and may perform any acts related to safety, protection, preservation or improvement of the Building or Premises without liability to Tenant.
- 6.4 Tenant, at its expense, may make changes, additions and improvements to the Premises provided any such change, addition or improvement will:
- A. Be made only with the prior written consent of Landlord, such consent to be given or withheld by Landlord in its sole discretion, and
- B. Equal or exceed the current construction standard for the Building and be made in full compliance with all government requirements, and
- C. Be performed by a licensed contractor first approved by Landlord which contractor, at the request of Landlord, will agree to perform construction in accordance with reasonable regulations established by Landlord and will provide to Landlord evidence of insurance coverage in an amount and form satisfactory to Landlord, and
- D. Be performed pursuant to appropriate governmental permits and in accordance with all applicable laws.
- E. All work performed will be done in such a manner as to not disturb or disrupt the operation of the Building or of any tenant situated in the Building. Following completion of any changes, additions or improvements, Tenant will furnish Landlord with current "as built" drawings and specifications for the Premises reflecting such changes, additions or improvements made to premises. Tenant will not cause or permit liens of any kind to be filed or placed against the Premises or the Building. If any such liens are filed, with or without Tenant's knowledge, Tenant will immediately, at Tenant's sole cost and expense, take whatever action is necessary to cause such lien to be satisfied and discharged. If Tenant does not immediately cause such lien to be satisfied and discharged, Landlord may, but is not required to, pay such lien or claim and any costs, and the amount so paid, together with reasonable attorney fees incurred in connection therewith, will be immediately due from Tenant to Landlord.

6.5 Landlord reserves the right to make such changes, alterations, additions or improvements in or to the Building or the Common Areas and the fixtures and equipment thereof as it may deem necessary or desirable; provided, however, that there is no unreasonable obstruction of the right of access to the Premises or unreasonable interference with the use of the Premises, but such work may be performed during Ordinary Business Hours.

7. Assignment and Subletting.

- 7.1 Tenant covenants and agrees that neither this Lease nor any interest in or under this Lease will be assigned, mortgaged, pledged, encumbered or otherwise transferred, nor will the Premises be sublet, or offered or advertised for subletting, without the prior written consent of the Landlord, which consent may be withheld by Landlord in Landlord's sole discretion. Notwithstanding any assignment or sublease, Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
- 7.2 If Tenant is a corporation or limited liability company then (a) any transfer of this Lease from Tenant by merger, consolidation or liquidation, or (b) any change in the present effective voting control of Tenant will constitute an assignment for the purpose of this Lease and will require the prior written consent of Landlord, which consent can be withheld by Landlord in Landlord's sole discretion.

8. **Insurance and Indemnity.**

- 8.1 Landlord will maintain insurance insuring the Building for those perils and in amounts which would be considered prudent for similar property situated in Cadillac, Michigan.
- 8.2 Tenant will, at its sole expense, during the term hereof, obtain and keep insurance in effect insuring Tenant, Landlord and all lenders related to the Building, as their interests may appear, in accordance with the following:
- A. Fire and extended coverage insurance on all property situated in the Premises for which Tenant is legally liable, including, without limitation, all furniture, fixtures, equipment and personal property, and all fixtures and improvements installed or constructed in Premises by or on behalf of Tenant all at an amount equal to the full replacement value of such property. Such insurance will be in such forms and amounts reasonably approved by Landlord.
- B. Public liability and property damage insurance including all activities and operations conducted by Tenant and any other person in premises. Such insurance will be written covering Tenant and Landlord in the minimum amount of \$1,000,000 combined single limit public liability or such greater amount as is specified by Landlord and which is comparable for similarly situated buildings.
- C. The policies referred to in Paragraphs A and B will provide that the interest of Landlord and its lenders related to the Building will not be invalidated because of any breach or violation of any warranties, representations, declarations or conditions contained in the policies and each such policy will contain a provision waiving any right of contribution by Landlord or its mortgagees under any other insurance available to them.
- D. Tenant will provide a certificate of such insurance coverage to Landlord before Tenant will occupy the Premises and throughout the term hereof will provide Landlord with current certificates of such insurance coverage, each of which will state that the

coverage evidenced thereby will not expire except upon at least twenty (20) days prior written notice to Landlord. Such certificate or certificates will name Landlord as an Additional Insured.

- E. Any insurance maintained by Tenant pursuant to this Paragraph 8.2 will contain a clause or endorsement under which the insurer waives all rights of subrogation against the Landlord, its agents or employees, with respect to losses payable under such policy or policies.
- 8.3 To the extent that a loss is covered by insurance in force and recovery is made from such loss, Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective fire insurance policies (including extended coverage), provided that this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.
- 8.4 Tenant hereby covenants and agrees to indemnify and hold Landlord harmless from all loss, damage, liability and expense, including attorney fees, resulting from any injury to person or any loss of or damage to any property caused by or resulting from any acts, omission, or negligence of Tenant or any officer, employee, agent, contractor, invitees or visitors of Tenant in or about the Premises or the Building, or from any failure of Tenant to comply with this Lease Agreement.

9. Damage by Fire and Other Casualty.

- 9.1 If, during the term, the Premises or the Building are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, Landlord will restore the Premises or the Building to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the existing laws and can be completed within six (6) months after the date of the destruction in Landlord's opinion. Such destruction will not terminate this Lease.
- 9.2 If the restoration cannot be made within six (6) months in Landlord's opinion, then within thirty (30) days after the Landlord notifies Tenant that the restoration cannot be made within six (6) months, Tenant may terminate this Lease immediately by giving notice to Landlord. If Tenant fails to so terminate this Lease and if restoration is permitted under the existing laws, Landlord, at its election, can either terminate this Lease or restore the Premises or the Building within a reasonable time and this Lease will continue in full force and effect. Landlord will not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof.
- 9.3 In case of destruction there will be an abatement or reduction of rent between the date of destruction and the date of completion of restoration, based on the area of the Premises made untenantable by the destruction.
- 9.4 Notwithstanding any term or provision hereof to the contrary, Landlord will not be liable for any damages to Tenant for delays in commencing or completing repairs to the Premises after fire or other casualty resulting from adjustment of insurance claims, governmental requirements, or any cause beyond Landlord's reasonable control.

10. Condemnation.

10.1 If all of the Premises is taken or condemned by any public or quasi-public authority, entity or corporation having the power of eminent domain, this Lease will terminate

effective as of the date of taking. If a portion of the Building not including the Premises is taken or condemned and the remainder is, in Landlord's opinion, not economically usable, Landlord will notify Tenant of the termination of this Lease effective as of the date of taking.

- 10.2 If a portion of the Premises is taken or condemned, either Landlord or Tenant may terminate this Lease effective as of the date of taking by written notice to the other. If neither Landlord nor Tenant terminates and the remainder is economically usable by Tenant, this Lease will terminate as to the portion taken effective as of the date of taking and continue as to the remainder. Landlord will, to the extent reasonable, use the award from such condemnation proceedings, to repair and restore the remainder to its condition as of the date of taking if the Lease is not terminated. Tenant's monthly rent hereunder will be reduced by the ratio of the area taken to the area of the Premises prior to the taking.
- 10.3 A voluntary sale or transfer in lieu of, but under the threat of, condemnation will be considered a taking or condemnation.

11. Surrender at Termination.

- 11.1 Upon the expiration or other termination of this Lease, Tenant will immediately surrender possession of the Premises, including fixtures which are a part of the Premises, to Landlord, broom-clean, and in the condition as received or first installed, ordinary wear and tear excepted.
- 11.2 All fixtures, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement or during the term hereof, including floor to ceiling partitions, doors, hardware, window treatments and carpeting, will be and remain part of the Premises and upon their construction and installation will be deemed the property of Landlord and will not be removed by Tenant. All electric, ventilation, silencing, air conditioning, and cooling equipment will be deemed to be included in such fixtures, equipment, improvements, and appurtenances, whether or not attached to or built into the Premises.
- 11.3 Upon expiration or other termination of this Lease, Tenant, at its expense, will remove all office furnishings, equipment and improvements which are not fixtures and are not the property of Landlord. Tenant agrees that it will pay the cost of repairing any damage to the Premises or the Building arising from removal of any property which Tenant is permitted or obligated to remove from the Premises. Any property left on the Premises after the expiration or termination of this Lease will be deemed conclusively to have been abandoned and to be the property of Landlord to dispose of as Landlord deems most expedient, at Tenant's expense. Such disposal options may include, in Landlord's sole discretion, the following: Landlord may store such property at Tenant's expense until all indebtedness owed to Landlord is paid, retain such property in satisfaction of such indebtedness, sell such property and apply the net sale proceeds to such indebtedness, or discard such property. If Tenant caused the lighting layout or heating, ventilating or air conditioning systems to be altered from building standard layouts, then, unless Landlord will otherwise agree in writing, at the expiration or termination of this Lease, Tenant will pay to Landlord an amount equal to the cost to replace such nonstandard layouts to building standard layouts.
- 11.4 Tenant will indemnify and hold Landlord harmless against any loss or liability resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant.

12. **Default.**

- 12.1 If Tenant fails to make any payment of rent within seven (7) days after it becomes due and payable; or if any other default will be made or suffered by Tenant in any of the other covenants and conditions of this Lease required to be kept or performed by Tenant (other than payment of rent), and if Tenant fails to cure such default or defaults within thirty (30) days after written notice given in any manner (by mail, by posting on the door of the Premises, or otherwise, at Landlord's option) by Landlord to Tenant, specifying the default or defaults complained of; or if Tenant's leasehold interest is levied on execution; or if Tenant or any guarantor of this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors; or if Tenant abandons the Premises; then Landlord may, in addition to any other right or remedy provided by law, terminate this Lease by written notice or may re-enter into and repossess the Premises and may relet the Premises or any part thereof for any term, either shorter, longer, or the same, at a higher, lower, or the same rent, making such alterations as may be necessary. Tenant will pay, as Additional Rent, all of Landlord's expenses in connection with reletting resulting from Tenant's default, including, without limitation, all repossession costs, brokerage commissions, alteration costs and legal expenses including reasonable attorney fees. Upon any payment default or other default, Landlord may pursue any right or remedy provided by law or this Lease Agreement, and if Tenant moves to another state. Landlord may obtain a judgment against Tenant in Michigan or in such other state and may collect upon any assets of Tenant located in any state.
- 12.2 Landlord may, at any time after re-entry, elect to terminate this Lease for the default giving rise to such re-entry or may terminate this Lease at any time when there is an uncured Tenant default. This Lease will also be terminated by any reletting by Landlord after reentry. No act by Landlord other than reletting the Premises or giving written notice of termination to Tenant will terminate this Lease.
- 12.3 Tenant will pay to Landlord all rent due under this Lease on the dates the rent is due until this Lease is terminated, whether or not Landlord has re-entered the Premises. Upon default, Landlord, at its option, may accelerate and declare due the entire balance of Rent payable under this Lease during the remaining balance of the term of this Lease. On termination of this Lease, Landlord has the right to recover from Tenant all then unpaid rent, including accelerated rent, and any other amount necessary to compensate Landlord for all damages proximately caused by Tenant's default.
- 12.4 If either Landlord or Tenant commences an action against the other as the result of a breach or alleged breach of this Lease, the prevailing party will be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.
- 12.5 If Landlord shall default hereunder, Tenant shall give written notice of such default and Landlord shall have thirty (30) days thereafter in which to cure such default or such longer period as may be reasonably necessary to cure such default. In no event shall Landlord's liability to Tenant exceed the amount of the Base Rent owed during the term of this Lease. If Tenant obtains a judgment against Landlord, Tenant's sole remedy shall be to proceed with execution against the Building, and Landlord shall have no personal liability for such judgment.
- 12.6 All rights and remedies of Landlord under this Lease Agreement are cumulative and nonexclusive.

13. Mortgages.

- 13.1 This Lease is and will be subject and subordinate to any mortgage or mortgages (hereinafter collectively referred to for convenience a "Underlying Mortgage") which will at any time be a lien upon the Premises or the Building. Tenant agrees that it will execute upon demand and deliver such instruments as will be required by the holder of any Underlying Mortgage to confirm or give effect to the subordination set forth above.
- 13.2 In the event of any sale of the Building or proceedings which are brought for the foreclosure or enforcement of an Underlying Mortgage, or in the event of the conveyance by deed in lieu of foreclosure or enforcement of an Underlying Mortgage, Tenant hereby covenants and agrees to attorn to any such mortgage foreclosure sale purchaser or grantee of a deed in lieu of foreclosure of enforcement and to execute any instrument in writing reasonably satisfactory to such purchaser or grantee whereby Tenant agrees to attorn to such successor in interest and recognizes such successor as Landlord under this Lease, provided, however, such purchaser or grantee will agree in writing to thereafter perform Landlord's obligations under this Lease.
- 13.3 Within ten (10) days of each request by Landlord, Tenant agrees to execute, acknowledge, and deliver to the Landlord a statement in writing certifying: (1) that this Lease is unmodified and in full force and effect (of if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (2) the dates to which the Base Rent, Additional Rent and such other charges have been paid in advance, if any, and (3) stating whether or not to the best knowledge of the signer of such certificate the Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge. Tenant understands and agrees that each such statement may be relied upon by any prospective assignee of any mortgage or by any new mortgagee of the Building.

14. Quiet Enjoyment.

14.1 The Landlord covenants that so long as the Tenant is not in default under this Lease, the Tenant will quietly enjoy the Premises, subject to the covenants, agreements, terms, provisions, and conditions of this Lease and to the Underlying Mortgage to which this Lease is subject and subordinate.

15. **Security Deposit.**

- Cover Page, which Landlord will retain as security for the faithful performance by Tenant of all of the covenants, terms, conditions, and agreements of this Lease. The Security Deposit, if not applied toward an arrearage in rent or other payments or toward the payment of damages suffered by Landlord by reason of Tenant's defaults, will be returned to Tenant at the end of the term of this Lease, but in no event will Landlord be obligated to return such deposit to Tenant until Tenant has vacated the Premises and delivered possession to Landlord and all of the covenants of this Lease which survive such expiration have been fully performed. In the event Landlord repossessed itself of the Premises because of Tenant's default under the terms of this Lease, Landlord may, but will not be obligated to, apply the Security Deposit to all damages suffered to the date of such repossession. Landlord will not be obligated to keep the Security Deposit as a separate fund, and Tenant will not be entitled to any interest on the Security Deposit.
- 15.2 Tenant hereby releases and discharges Landlord of and from all responsibility for the return of the Security Deposit in the event of a bona fide sale of the Building,

provided that the purchaser assumes in writing Landlord's obligation to return the Security Deposit to the Tenant as provided by this Lease.

16. **Miscellaneous Provisions.**

- 16.1 **Notices.** All notices and demands which may or are required to be given by either party to the other will be in writing and will be by United States first class or certified mail (return receipt requested) addressed to Tenant at the Premises and to Landlord at the address indicated on the Lease Cover Page, or to such other place as may be designated by the party. Notice to Tenant may alternatively be given by personal delivery to the Premises.
- 16.2 **Entire Agreement.** This Lease contains all of the covenants, agreements, terms, provisions and conditions relating to the leasing of the Premises under the Lease.
- 16.3 **Amendment.** This Lease may be amended only by written instrument executed by Landlord and Tenant and no discussions or other verbal understandings will be effective unless in writing executed by Landlord and Tenant.
- 16.4 **Waiver.** The failure of the Landlord to insist in any one or more instances upon the strict performance of any one of the terms of this Lease or to exercise any election herein contained will not be deemed to have been made unless expressed in writing and signed by the Landlord.
- 16.5 **Severability.** If any terms or provision of this Lease or the application thereof to any person or circumstances will, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each other term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
- 16.6 **Parties Bound.** The covenants, agreements, terms, provisions and conditions of this Lease will bind and benefit the successors and permitted assigns of the parties.
- 16.7 **Joint and Several Liability.** If the Tenant is more than one party, the obligations imposed by this Lease upon Tenant will be joint and several obligations of all such parties. If there is a guarantor of Tenant's obligations, the obligations imposed on Tenant will be joint and several obligations of Tenant and guarantor. Landlord need not first proceed against the Tenant before proceeding against guarantor. The guarantor will not be released from its guaranty for any reason whatsoever including amendments to the Lease, waivers of default of Tenant, failure to give guarantor any notices to be given Tenant or release of any party liable for payment of Tenant's obligations under this Lease.
- 16.8 **Governing Law.** This Lease will be governed by the laws of the State of Michigan.
- 16.9 **Sale or Transfer.** Upon any sale or transfer, including transfer by operation of law, of the Building, Landlord shall be relieved from all subsequent obligations and liabilities under this Lease.
- 16.10 **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or

any letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease as provided.

16.11 **Consumer Price Index.** Any increase in the Base Rent determined by the Consumer Price Index shall be determined in accordance with any increase in the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor, all items indexed for all Urban Consumers – U.S. City Average CPI-U all (1982-84=100), or if such index shall be discontinued, any successor or reasonable substitute index (the "Index"). The adjusted Base Rent for the twelve (12) months succeeding July 31 each year shall be the product found by multiplying the Base Rent in effect immediately prior to adjustment times a fraction, the numerator of which shall be the Index number indicated in the column for "all items" in the month and year of the adjustment and the denominator of which shall be such Index number for the month and year of the last adjustment (or the commencement date in the case of the first adjustment) as the case may be. Following each adjustment of the Base Rent as hereinbefore provided, the term "Base Rent," as used in this Lease, shall be amended to mean Base Rent as adjusted.

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John P. Meinhardt

R	ESC	LU	TI	ON	NO.	

RESOLUTION TO SET PUBLIC HEARING REGARDING APPLICATION FOR INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE FILED BY PIRANHA HOSE PRODUCTS, INC., FOR REAL PROPERTY LOCATED AT 2500 WEIGEL STREET, CADILLAC, MICHIGAN.

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 5th day of June, 2017, at 6:00 p.m.

PRESENT:		 				
ABSENT:						
The following seconded by	•		was	offered	by	 _and

WHEREAS, pursuant to the Plant Rehabilitation and Industrial Development Districts Act, Public Act 198 of 1974, MCL 207.551 *et seq.*, as amended (the "Act"), the City Council established Cadillac Plant Rehabilitation District No. 37 (the "District") by resolution on October 6, 2003;

WHEREAS, Piranha Hose Products, Inc. (the "Applicant"), a Michigan corporation whose registered office address is 40600 Ann Arbor Rd. E., Suite 201, Plymouth, Michigan 48170, operates an industrial facility located at 2500 Weigel Street, Cadillac, Michigan (the "Facility"), which is located within the District;

City of Cadillac Resolution No. ___ Page 2 of 3

WHEREAS, the Applicant filed with the City Clerk an application for an Industrial Facilities Tax Exemption Certificate ("Application") on or about May 23, 2017, which is attached as Exhibit A;

WHEREAS, the Application provides that the Applicant intends to acquire certain new equipment for use at the Facility; and

WHEREAS, Section 5 of the Act requires the City to afford the Applicant, the City Assessor, and the legislative body of each taxing unit that levies ad valorem property taxes in the City an opportunity for a hearing regarding the Application;

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

- 1. A public hearing regarding the Application shall be held on June 19, 2017, at 6:00 p.m. in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan.
- 2. The City Clerk is directed to publish notice of the hearing once in a newspaper of general circulation in the City of Cadillac. The notice of the hearing shall be substantially in the form of Exhibit B.
- 3. The City Clerk is further directed to provide notice of the hearing by sending letters to the Applicant, the City Assessor, and a representative of each taxing unit that levies ad valorem property taxes in the City. The letters shall be substantially in the form of Exhibit C.
 - 4. The Application shall remain on file in the office of the City Clerk.

City of Cadillac Resolution No Page 3 of 3
5. Any and all resolutions that are in conflict with this Resolution are hereby
repealed to the extent necessary to give this Resolution full force and effect.
YEAS:
NAYS:
STATE OF MICHIGAN)
COUNTY OF WEXFORD)
I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No, duly adopted at a meeting of the City Council held on the 5th day of June, 2017.
Sandra Wasson

Cadillac City Clerk

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call (517) 373-3302.

To be completed by Clerk	of Local Government Unit	
Signature of Clerk	Date Received by Local Unit	
Smole of Wassin	5193117	
STCL	lse Only	
▶ Application Number	Date Received by STC	
APPLICANT INFORMATION All boxes must be completed.		
▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Piranha Hose Products, Inc.	▶ 1b. Standard Industrial Classification (SIC) 3052	Code - Sec. 2(10) (4 or 6 Digit Code)
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location)	1d. City/Township/Village (indicate which)	▶ 1e. County
2500 Weigel Street, Cadillac, MI 49601	City of Cadillac	Wexford
2. Type of Approval Requested	3a. School District where facility is located	3b. School Code
New (Sec. 2(5)) Transfer	Cadillac Area Public Schools	83010
	4. Amount of years requested for exemption (1	12 Years)
Research and Development (Sec. 2(10)) Increase/Amendment 5. Per section 5, the application shall contain or be accompanied by a general descript nature and extent of the restoration, replacement, or construction to be undertaken, a description of the restoration of the restorat	12 years	
The Piranha Hose Products facility is located in Cadillac, M Industrial Park. This IFT is to build a 65,000 sq ft addition. high-pressure thermoplastic hose market and acquire additional control of the product of the Piranha Hose Products facility is located in Cadillac, M Industrial Park.	This will allow us to expand our e	xisting business in the
6a. Cost of land and building improvements (excluding cost of land)	> 5	5,110,000.00
 Attach list of improvements and associated costs. 		teal Property Costs
 * Also attach a copy of building permit if project has already begun. 6b. Cost of machinery, equipment, furniture and fixtures 	, ()
* Attach itemized listing with month, day and year of beginning of inst	allation, plus total	ersonal Property Costs
6c. Total Project Costs		5,110,000.00
* Round Costs to Nearest Dollar		otal of Real & Personal Costs
Indicate the time schedule for start and finish of construction and equipment installat certificate unless otherwise approved by the STC.	ion. Projects must be completed within a two yea	r period of the effective date of the
	End Date (M/D/Y)	
Real Property Improvements 6/1/2017 4/3	30/2018 • X Owned	Leased
Personal Property Improvements	> Owned	Leased
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Develop Commitment to receive this exemption. Yes No	oment Corporation (MEDC)? If yes, applicant mu	st attach a signed MEDC Letter of
 9. No. of existing jobs at this facility that will be retained as a result of this project. 110 	▶ 10. No. of new jobs at this facility expected to 20	o create within 2 years of completion.
11. Rehabilitation applications only. Complete a, b and c of this section. You must attac obsolescence statement for property. The Taxable Value (TV) data below must be as o		plant rehabilitation district and on.
a. TV of Real Property (excluding land)		
b. TV of Personal Property (excluding inventory) c. Total TV		
12a. Check the type of District the facility is located in:		
Industrial Development District Plant Rehab	ilitation District	
▶ 12b. Date district was established by local government unit (contact local unit) October 6, 2003	▶ 12c. Is this application for a speculative build Yes No	ting (Sec. 3(8))?
00.0001 0, 2000		

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission

requirements thereof which are pren Exemption Certificate by the State T	equisite to the ax Commission	approval of the application.	n by the local unit of gover	nment and the issuance of an Industri	al Facilities
13a. Preparer Name	13b. Telepho	ne Number	13c. Fax Number	13d, E-mail Address	
Christina Beydoun	231-77	' 5-0697	231-775-4158	cbeydoun@piran	hahose.c
14a. Name of Contact Person	14b. Telepho	ne Number	14c. Fax Number	14d. E-mail Address	
Christina Beydoun	231-77	5-0697	231-775-4158	cbeydoun@piranh	nahose.c
▶ 15a. Name of Company Officer (No A Brian Blake	uthorized Agents	3)		·	
15b. Signature of Company Officer (No A	uthorized Agent	s) / /)	15c. Fax Number	15d, Date	
Drian Blake	(Pres)	dent)	231-775-4158	5/19/17	
▶ 15e. Mailing Address (Street, City, Sta			15f. Telephone Number	15g. E-mail Address	
2500 Weigel Street, Cadil	lac, MI 4960)1 	231-779-4390		
This section must be completed by ti at the Local Unit and those included 16. Action taken by local government Abatement Approved for After Completion Yes Denied (Include Resolution I	with the subm unit Yrs Real (1-12	ittal.	16b. The State Tax Commis administratively complete ap Check or Indicate N/A 1. Original Applica 2. Resolution esta	if Not Applicable tion plus attachments, and one comple	led for an
			1	nent (Signed by local unit and applican	ıt)
16a. Documents Required to be on file w Check or Indicate N/A if Not Ap		l	1 H	(Signed by local unit and applicant)	•
1. Notice to the public prior to		olishing a district.	6. Building Permit	for real improvements if project has alr	ready begun
2. Notice to taxing authorities	of opportunity	for a hearing.	7. Equipment List with dates of beginning of installation		
3. List of taxing authorities no	otified for distri	ct and application action.	8. Form 3222 (if applicable)		
4. Lease Agreement showing	applicants ta	x liability.	9. Speculative building resolution and affidavits (if applicable)		
16c. LUCI Code			16d. School Code		
17. Name of Local Government Body			▶ 18. Date of Resolution Ap	proving/Denying this Application	
Attached hereto is an original app unit for inspection at any time, and				ocuments listed in 16a are on file at	the local
19a. Signature of Clerk		19b. Name of Clerk	-	19c. E-mail Address	_
19d. Clerk's Mailing Address (Street, City	, State, ZIP Code	e)	 		
19e. Telephone Number			19f. Fax Number		
State Tax Commission Rule Number each year will be acted upon by Dec Local Unit: Mail one original and one Michigan Department of Treasury State Tax Commission PO Box 30471	ember 31. App	lications received after O	ctober 31 may be acted up		ober 31
Lansing, MI 48909 (For guaranteed receipt by the S	TC, it is reco	mmended that applicati	ions are sent by certifie	ł mail.)	

		STC USE ONLY		,
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal
ĺ				

Date: May 5, 2017

	REQUEST FOR AUTHORIZATION FORM
Applicant	Brian Blake Department PHP President
Subject	New building expansion at PHP
Amount	Estimated Total US\$5,110,000
Contents & Explanation	We hereby submit a request for approval of Capital Expenditure for the new building at PHP with 60,000sqf additional production space. The current production capacity at PHP is close to the maximum level at approx. 25MM in Sales. With a request from the largest customer for wire braided hose, strategies & efforts in OE businesses, and general business growth efforts, KOA Group managements believe that additional production capability is necessary for further growth. See attached PowerPoint proposal for details. We have chosen Orshal Construction as the constructor based on the transparent quote package and local reputation although the total estimated from a competitive quote is somewhat lower. Estimated amount: Building Construction incl. exterior/interior finishes \$3,823,480 Options incl. generator and roof replacement \$1,241,971 Misc. excluding from the quote package \$44,549 (including security system, i.e. sensor/camera) Grand Total \$5,111,000
Attachment data	1) Building Expansion Plan Proposal (PowerPoint) 2) Drawing & Construction Timetable 3) Quotations (Orshal Construction & Cole Inc.) 4) 5yr PHP financial statement projections
Comments by Approvers	This item should be resolved by HD BOD as set forth in HD "The Board of Director Meeting Policy (comments by T. Nakayama)
Approved by	Lester A. Kraska Date President of KOA Printed Name and Title Signature
Final Approved by	Toshiyuki Ashida Date CEO of Kuriyama Holdings Corporation Printed Name and Title Signature
Report to	KOA BOD Members Preported *Original goes to Records *Copy goes to Applicant

Note: After approved & reported *Original goes to Records *Copy goes to Applicant

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John P. Meinhardt

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Public Hearing will be held in the Council Chambers, Cadillac, Municipal Complex, 200 Lake Street, Cadillac, Michigan, on June 19, 2017, at 6:00 p.m., at a meeting of the City Council, to consider an application for an Industrial Facilities Tax Exemption Certificate filed by Piranha Hose Products, Inc., for real property located at 2500 Weigel Street, Cadillac, Michigan.

The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at least three (3) business days prior to any such meeting.

CITY COUNCIL OF THE CITY OF CADILLAC, MICHIGAN

By:

Sandra Wasson, City Clerk Cadillac Municipal Complex 200 Lake Street Cadillac, Michigan 49601 Telephone No: (231) 775-0181 June ____, 2017

Cadillac/Wexford Transit Authority 1202 N. Mitchell St. Cadillac, MI 49601

Taxing Authority:

The City of Cadillac has received an application from Piranha Hose Products, Inc., for an Industrial Facilities Tax Exemption Certificate. With regard to this application, please be advised of the following:

- a. That the City of Cadillac has established Cadillac Plant Rehabilitation District No. 37 (the "District") and has now received and will consider an application of Piranha Hose Products, Inc., for an Industrial Facilities Tax Exemption Certificate for real property located at 2500 Weigel Street, Cadillac, Michigan, which is located within the District.
- b. That the City Council shall meet on Tuesday, June 19, 2017, at 6:00 p.m. at the Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, to afford the Applicant, the City Assessor, and a representative of each taxing unit that levies ad valorem property taxes in the City an opportunity to be heard with regard to the application.
- c. That the total cost of the improvements as stated in the application is \$5,110,000.00.

Sincerely,

Sandra Wasson City Clerk

cc: Piranha Hose Products, Inc. City Assessor

Cadillac Area Public Schools
Wexford/Missaukee Intermediate School District
Wexford County Commission
Cadillac/Wexford Transit Authority
Cadillac/Wexford Public Library
Council on Aging
Wexford County Dept. of Equalization

Council Communication

RE: Fourth to Fifth Street Alley Improvement Project

As requested by City Council, the City Manager's Report and Special Assessment Roll for the proposed Fourth to Fifth Street Alley Improvement Project have been completed and are attached.

It is recommended that the City Council review the Manager's Report and the Special Assessment Roll and, if acceptable, approve the resolutions.

A public hearing would be set for June 19, 2017. All property owners will be sent a notice of this public hearing along with their costs for these improvements.

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John P. Meinhardt

RESOLUTION NO.

FOURTH STREET & FIFTH STREET ALLEY IMPROVEMENT SPECIAL ASSESSMENT DISTRICT

RESOLUTION NO. 1 DETERMINATION TO PROCEED WITH IMPROVEMENTS

Minu	tes of a Regular Meeti	ing of the City Council of the City of Cadill	ac, held in the
Council Cha	mbers, Cadillac Muni	cipal Complex, 200 Lake Street, Cadillac,	Michigan, on
June 5, 2017	7, at 6:00 p.m.		
PRESENT:	Councilpersons		
ABSENT:	Councilpersons		

WHEREAS, the City has received petitions requesting the establishment of a special assessment district to defray the costs of improving an alleyway located between Fourth and Fifth Streets within the City; and

WHEREAS, on May 1, 2017, the City Council received the petitions and directed the City Manager to prepare a report and recommendation concerning the proposed improvements and special assessment district; and

WHEREAS, the City Council has received the City Manager's report and recommendation, which is attached as **Exhibit A** and which includes all of the

information required to be included by the provisions of Section 34-4 of Chapter 34 of the Cadillac City Code; and

WHEREAS, the City Council of the City of Cadillac tentatively determines that it is necessary to make paving improvements to the alley located between Fourth Street and Fifth Street ("Improvements");

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The City Council hereby tentatively determines the necessity for, and further determines to proceed with, the Improvements.
- 2. The City Manager's report and the plans, specifications, and estimates of cost contained therein are hereby approved.
- 3. The total cost of the Improvements is estimated to be \$21,000. The City Council tentatively determines to specially assess \$18,000 of the total estimated cost across the parcels benefitted by the Improvements, as further set forth in this Resolution.
- 4. The parcels to be included in the special assessment district are tentatively determined to be the following:

David Suchecki	915 Second Avenue	61-00-104
Nancy McKinley	911 Second Avenue	61-00-105
Willard Combs	905 Second Avenue	61-00-106
Christopher Hamilton	901 Second Avenue	61-00-107
Jamie Kerns	712 Fourth Street	61-00-108
Gary Moomey	411 Fifth Street	61-00-114

5. The estimated life of the Improvements is not less than ten years.

City of Cadillac Resolution No. ____ Page 3 of 3

- 6. The City Council tentatively determines that the special assessment may be paid in ten (10) annual installments.
- 7. The report of the City Manager shall be placed on file in the office of the City Clerk, where the same shall be available for public examination.
- 8. The City Assessor shall prepare a special assessment roll spreading that portion of the cost of the Improvements to be borne by the special assessment district. As soon as the special assessment roll is prepared, the City Assessor shall file the same with the City Council.
- 9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution shall be and the same hereby are rescinded.

AYES: Councilpersons	
NAYS: Councilpersons	·
	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 the 5th day of June, 2017, 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

Manager's Report for the Alley in Block 135 (Fourth to Fifth Street) Improvement Project



ESTIMATED PROJECT COST

Alley Paving	Spec.	City	Local	Utility	TOTAL
	Assess	Assess	Street	Cost	COST
	\$18,000	\$0	\$3,000	\$0	\$21,000

Rec. No. Installments: Annually for 10 years Rec. Spec. Assess Financing: By sale of Bonds Rec. Interest Rate: Yield on sale of bonds

Est. Cost Per Foot: \$30.00

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



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers Tiyi Schippers John P. Meinhardt

RESOLUTION NO.

FOURTH STREET & FIFTH STREET ALLEY IMPROVEMENT SPECIAL ASSESSMENT DISTRICT

RESOLUTION NO. 2 FILING OF ROLL; NOTICE OF HEARING

Minu	tes of a Regular Meeti	ng of the City Council of the City of Cadilla	ac, held in the
Council Cha	mbers, Cadillac Munic	cipal Complex, 200 Lake Street, Cadillac,	Michigan, or
June 5, 2017	7, at 6:00 p.m.		
PRESENT:	Councilpersons		
ABSENT:	Councilpersons		

WHEREAS, the City Assessor has prepared a special assessment roll for the purpose of defraying the costs of improving an alleyway located between Fourth and Fifth Streets within the City (the "Improvements"), which is attached as **Exhibit A**; and WHEREAS, the City Council wishes to proceed with conducting a public hearing on the Improvements, the special assessment district, and the special assessment roll.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The special assessment roll shall be filed in the office of the City Clerk for public examination along with the report prepared by the City Manager pursuant to

City of Cadillac Resolution No. ____ Page 2 of 5

Section 34-4 of Chapter 34 of the Cadillac City Code and shall be open to public inspection for a period of seven (7) days before the hearing hereinafter provided for.

- 2. The City Council shall meet at the Cadillac Municipal Complex, Council Chambers, 200 Lake Street, Cadillac, Michigan, at 6:00 p.m. on June 19, 2017, for the purpose of hearing all persons interested in the Improvements and the special assessment roll, reviewing the special assessment roll, and finally determining the necessity of the Improvements and the composition of the district.
- 3. The City Clerk is directed to publish the notice of the hearing once in the *Cadillac News*, a newspaper of general circulation in the City of Cadillac, not less than ten (10) days prior to the date of the hearing and shall further cause notice of the hearing to be sent by first class mail to each owner of or person in interest in property subject to assessment as indicated by the records in the City Assessor's office as shown on the current assessment rolls of the City, at least ten (10) days before the time of the hearing, said notice to be mailed to the addresses shown on the current assessment rolls of the City.
- 4. The notice of the hearing to be published and mailed shall be in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT HEARING

City of Cadillac County of Wexford, Michigan

TAKE NOTICE that the City Council of the City of Cadillac, Wexford County, Michigan, has determined it to be necessary to defray the cost of the following public

City of Cadillac Resolution No. ____ Page 3 of 5

improvements in the City of Cadillac by assessing the cost against a special assessment district:.

Paving improvements to the alley located between Fourth Street and Fifth Street in the City of Cadillac.

TAKE FURTHER NOTICE that the City Council has caused a report concerning the improvements to be prepared, which report includes an analysis of the estimated cost of the proposed improvements; plans, profiles and specifications; the extent of the project and boundaries of the special assessment district; the number of installments in which assessments may be paid; and other pertinent information. The City Council has caused a special assessment roll to be prepared, and the report and special assessment roll are on file in the office of the City Clerk and are available for public examination.

TAKE FURTHER NOTICE that the City Council will meet on June 19, 2017 at 6:00 p.m. in the Council Chambers, Cadillac Municipal Complex, 200 Lake Street, Cadillac, Michigan, for the purpose of hearing interested persons on the funding of such project, finally determining the necessity and the composition of said district, and reviewing the special assessment roll.

TAKE FURTHER NOTICE that appearance and protest at this hearing is required in order to appeal the amount of the special assessment to the Michigan Tax Tribunal if an appeal should be desired. A property owner or party in interest, or his or her agent, may appear in person at the hearing to protest the special assessment or may file his or her appearance by letter delivered to the City Clerk by the time and date of the hearing and his or her personal appearance shall not be required. The property owner or any person having an interest in the property subject to the proposed special assessments may file written appeal of the special assessment with the State Tax Tribunal within thirty (30) days after confirmation of the special assessment roll if that special assessment was protested at this hearing.

The City of Cadillac complies with the "Americans with Disabilities Act." If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact Sandra Wasson, City Clerk, at least three (3) business days prior to any such meeting.

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

City of Cadillac
Resolution No
Page 4 of 5

5.	All resolutions and parts of resolutions insofar as they conflict with the
provisions o	of this resolution shall be and the same hereby are rescinded.
AYES: Coun	cilpersons
NAYS: Coun	cilpersons
	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 the 5th day of June, 2017, 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 City of Cadillac Resolution No. ____ Page 5 of 5

EXHIBIT A

SPECIAL ASSESSMENT ROLL

Owner & Mailing Address	Tax Code Number	Assess Front Feet	Est. Cost Per Front Foot	Total Estimated Cost
Michael Grogan 407 Fifth Street	61-00-102	100	30	3000
David Suchecki 915 Second Avenue	61-00-104	55	30	1650
Nancy McKinley 911 Second Avenue	61-00-105	45	30	1350
Willard Combs 905 Second Avenue	61-00-106	50	30	1500
Christopher Hamilton 901 Second Avenue	61-00-107	50	30	1500
Jamie Kerns 712 Fourth Street	61-00-108	150	30	4500
Gary Moomey 411 Fifth Street	61-00-114	150	30	4500
			TOTAL	\$18,000

Council Communication

RE: Business License Fee Schedule Amendments

Earlier this spring, as a part of adopting a new ordinance that amended our business licensing program, the City also adopted a new corresponding fee schedule. In further review of the schedule, it was realized that clarifications to the category descriptions would be helpful, along with adding a couple of new line items that provide a reasonable fee for people doing door-to-door type of solicitation, "ice-cream truck" business, and for businesses selling food products via a cart or vehicle that already have a business in our community. The following resolution provides all of the details; however, in summary, the new fees are as follows:

Mobile Carts, Stands, Tables, or Any Similar Device That Is Not Self-Propelled Vending Any Food Items:

• Food Vending on Private Property by a person who also owns or occupies a commercial premise within the City. - \$0.00

All other Peddlers, Solicitors and Transient Merchants Vending Any Food Items From Any Vehicle Propelled by a Motor:

- Food Vending on Private Property by a person who also owns or occupies a commercial premise within the City. \$0.00
- Vending prepackaged or prepared food items (like ice cream) from a vehicle on public or private property that is not stationary for more than 15 minutes. \$50.00

Peddlers, Solicitors and Transient Merchants Selling Any Goods or Services Other Than Food. - \$35.00

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

Michigan, resolves as follows:



Mayor Carla J. Filkins

Mayor Pro-Tem Shari Spoelman

Councilmembers
Tiyi Schippers
John P. Meinhardt
Matt Wohlfeill

RESOLUTION NO. 2017-____

RESOLUTION TO SET FEE SCHEDULE FOR BUSINESS LICENSES

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the day of, 2017, at 6:00 p.m.
PRESENT:
ABSENT:
The following preamble and resolution was offered by and seconded by
WHEREAS, the City of Cadillac ("City") has adopted regulations in Chapter 10 of the
City Code regarding licenses and permits for businesses, peddlers, solicitors and transient
merchants in the City; and
WHEREAS, Section 10-25 of the Code authorizes the City Council to, by resolution,
set fees required to be paid to obtain a business license or permit in the City; and
WHEREAS, pursuant to Section 10-25, the City wishes to adopt a revised fee
schedule for obtaining a business license or permit under Chapter 10.
NOW THEREFORE, the City Council of the City of Cadillac, Wexford County,

1. The following fee schedule is hereby adopted for obtaining a business license or permit in the City pursuant to Chapter 10 of the City Code:

Business Licenses under	r Section 10-21(a)
New Business License Application Fee	\$100
Annual Business License Renewal Fee	\$50

Peddler, Solicitors and Transient Merchant Permits under Section 10-21(b)	
Mobile Carts, Stands, Tables, or Any Similar Device That Is Not Self-Propelled Vending Any Food Items	
City Directed Food Vending Locations (Section 10-37).	Minimum \$500 bid
Food Vending on Private Property.	\$300
Food Vending on Private Property by a person who also owns or occupies a commercial premise within the City.	\$0
All other Peddlers, Solicitors and Transient Merchants Vending Any Food Items From Any Vehicle Propelled by a Motor	
 City Directed Food Vending Locations (Section 10-37). 	Minimum \$1,225 bid
Food Vending on Private Property.	\$725
Food Vending on Private Property by a person who also owns or occupies a commercial premise within the City.	\$0
Vending prepackaged or prepared food items (like ice cream) from a vehicle on public or private property that is not stationary for more than 15 minutes.	\$50
Peddlers, Solicitors and Transient Merchants Selling Any Goods or Services Other Than Food.	\$35

repealed to the extent necessary	to give this Resolution full force and effect.
YEAS:	
NAYS:	
STATE OF MICHIGAN) ss	
COUNTY OF WEXFORD)	
	f the City of Cadillac, hereby certify this to be a true and o. 17, duly adopted at a regular meeting of the City, 2017.
	Sandra Wasson Cadillac City Clerk
26499:00005:3052261-3	

Any and all resolutions that are in conflict with this Resolution are hereby



LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL.432.103(K)(ii))

At a	meeting of the TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
REGULAR OR SPECIAL	TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD
called to order by	on
at a.m./p.m. the fo	ollowing resolution was offered:
Moved by	and supported by
that the request from	of
	asking that they be recognized as a
	ne community for the purpose of obtaining charitable
gaming licenses, be considered for	. APPROVAL/DISAPPROVAL
APPROVAL	DISAPPROVAL
Yeas:	Yeas:
Nays:	Nays:
Absent:	Alexander
	a true and complete copy of a resolution offered and
adopted by the	at aage council/Board REGULAR OR SPECIAL
meeting held on	те
SIGNED:	TOWNSHIP, CITY, OR VILLAGE CLERK
	PRINTED NAME AND TITLE
	ADDRESS

COMPLETION: Required. PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

Dog Park Advisory Committee (DPAC) Minutes 03/21/17 Meeting

This meeting was called to order by Chair Bill Allen at about 5:30 p.m. at the Cadillac City offices conference room.

Present: Bill Allen, DPAC Chair, Margo Copley, DPAC Secretary, Mike Coy, City Community Development Analyst, and Lynn Chastain.

Acceptance of Minutes: The January 2017 minutes were previously emailed to all members present and were available for review at this meeting. It was agreed by consensus to accept the minutes. Note there was no February 2017 DPAC meeting.

Financial Report: Mike provided a detailed report showing total donations of \$17,543.00 and total expenditures of \$13,053.33 with a remaining balance of \$4,489.67.

Old Business:

Shade Structures:

DPAC's grant application was not chosen for funding by the Cadillac Area Community Foundation. Therefore it was decided to proceed with E&S Construction building the shaded bench in the small dog park with volunteers placing pavers underneath it (\$775). Also the shade pavilion in the all dog park can be built, with no decision on flooring at this time (\$3,450). Lynn, Margo and Mike will meet with the City Park employees of Al Dumond and Ken Payne to determine locations. Thank you to Cadillac Castings, Inc. and Margo Copley for partial funding of these two projects.

Publicity:

Bill will try to get a newspaper article and do informal networking in an attempt to generate more financial support for the park, especially the shade pavilion flooring.

To generate publicity that also encourages use of the park, DPAC volunteers will man a table at the Novelty Dog Show April 22, 2017. Two \$25 gift cards from local dog food vendors will be provided as the expected donation cost of placing a table at the Show. Yvonne Herbert is also donating two books about dogs that she authored.

Rack cards will also be priced from a local print shop for hand-out at the event and for placement at hotels, veterinarians, etc.

Other Business:

None.

Meeting adjourned approximately 6:20 PM

Minutes submitted by Margo Copley, DPAC Secretary