



## **City Council Meeting**

August 17, 2020

6:00 p.m.

By Remote Electronic Participation

Cadillac Municipal Complex

200 N. Lake St.

Cadillac, MI 49601



August 17, 2020 City Council Meeting Agenda  
6 p.m. 200 N. Lake St. – Cadillac, MI 49601  
Meeting held by remote electronic participation.

*We trust and assume goodness in intentions*

CALL TO ORDER  
ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

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 special meeting held on July 30, 2020.

Support Document III-A

IV. PUBLIC HEARINGS

A. Public hearing to consider adoption of Ordinance to Approve Granting an Easement to Consumers Energy Company for a Solar Energy Farm.

Support Document IV-A

V. COMMUNICATIONS

A. Rotary Club White Pine Trail Ride

Support Document V-A

# Cadillac City Council Agenda

August 17, 2020

Page 2

- B. Avila Wedding  
Support Document V-B

## VI. APPOINTMENTS

- A. Recommendation regarding appointment to the Historic Districts Commission.  
Support Document VI-A
- B. Designate primary representative and alternate to attend the Michigan Municipal League Annual Convention.  
Support Document VI-B

## VII. CITY MANAGER'S REPORT

- A. Wellhead Protection Grant  
Support Document VII-A
- B. State Drinking Water Revolving Fund Contract Amendment  
Support Document VII-B
- C. COVID-19 Update

## VIII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution to Approve Agreement for Administrative Services with Lake Mitchell Improvement Board, Cherry Grove Township, and Selma Township.  
Support Document VIII-A

## IX. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

- A. Planning Commission  
Support Document IX-A

## X. PUBLIC COMMENTS

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

## XI. GOOD OF THE ORDER

## XII. ADJOURNMENT

**Cadillac City Council Agenda**

August 17, 2020

Page 3

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

*Respect*

*Integrity*

*Trust*

*Excellence*

***Guiding Behaviors***

*We support each other in serving our community*

*We communicate openly, honestly, respectfully, and directly*

*We are fully present*

*We are all accountable*

*We trust and assume goodness in intentions*

*We are continuous learners*

CITY COUNCIL SPECIAL MEETING MINUTES

July 30, 2020

Meeting held by remote electronic participation.

200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

Mayor Filkins opened the meeting at approximately 4:00 p.m.

ROLL CALL

Council Present: Elenbaas, Schippers, Engels, King, Mayor Filkins

Council Absent: None

Staff Present: Peccia, Roberts, Homier

APPROVAL OF AGENDA

2020-117 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2020-118 Approve consent agenda as presented.

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

Motion unanimously approved.

RESOLUTION – DESIGNATING SOCIAL DISTRICT

A. Update resolution designating a Social District and defining a Commons Area.

Peccia noted that since the initial adoption of a resolution establishing a Social District and defining a Commons Area was done as a part of the regular meeting held on July 20, 2020, a determination was made to allow the District and Area to be expanded to include more of downtown Cadillac's hospitality based businesses such as its restaurants and bars.

Included for reference are the documents that were provided to the Council as a part of their meeting packet that describe the adjustments made to the District and Area, as well as to their official names. Also included for reference is the conceptual logo design.

Next steps were briefly mentioned by Peccia as well, and include the requirement to establish a management/maintenance plan that will need to be submitted to the Michigan Liquor Control Commission along with the Resolution for their files; install signage around the perimeter of the area; and ultimately process applications from qualified businesses that Council will need to approve by Resolution.

2020-119 Update Resolution – Designating Social District.

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

Ayes: Schippers, Engels, King, Mayor Filkins

Nays: Elenbaas

Motion carried.

ADJOURNMENT

The meeting was adjourned at approximately 4:10 p.m.

Respectfully Submitted,

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Sandra L. 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**  
Tiyi Schippers

**Councilmembers**  
Stephen King  
Robert J. Engels  
Bryan Elenbaas

**RESOLUTION NO. 2020-XXXX**

**RESOLUTION REVISING A SOCIAL DISTRICT AND REVISING COMMONS AREA**

At a special meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, on the 30<sup>th</sup> day of July 2020, at 4:00 p.m.

PRESENT: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Council Member King and supported by Council Member Schippers.

**WHEREAS**, Section 551 of Act 58 of the Public Acts of Michigan of 1998, as amended (“Section 551”), provides that the City Council may, on its own initiative, designate one or more social districts within the City wherein purchasers of alcoholic liquor may consume alcohol purchased on the premises of a qualified licensee within a City-defined commons area; and

**WHEREAS**, on July 20, 2020, the City adopted Resolution No. 2020-3374, entitled Resolution Designating a Social District and Defining a Commons Area; and

**WHEREAS**, pursuant to Resolution No. 2020-3374, the City designated as social district entitled the “Cadillac Plaza Social District No. 1” and defined a commons area within it

known as the “Plaza Commons.”

**WHEREAS**, the City continues to recognize that the recent public health emergency caused by the COVID-19 global pandemic has caused the shut down of certain non-essential businesses for varying amounts of time, and when open, other social distancing recommendations and requirements have resulted in reduced occupancies that have impacted City businesses and the citizens employed by them; and

**WHEREAS**, the City has determined there exists a need to expand the Cadillac Plaza Social District No. 1, to further foster and strengthen the local economy which has been impacted by the reduced occupancies that social distancing requirements and recommendations have imposed upon local businesses; and

**WHEREAS**, in order to alleviate the negative impact social distancing requirements and recommendations have had on local businesses, the City wishes to designate additional common area within which businesses can expand business operations outdoors as otherwise authorized by the City and onto property owned and/or operated by the City within the Cadillac Plaza Social District No. 1; and

**WHEREAS**, in order to appropriately identify the newly expanded Cadillac Plaza Social District No. 1 and the newly expanded Plaza Commons, the City wishes to rename the Cadillac Plaza Social District No. 1 and the Plaza Commons; and

**WHEREAS**, the public health, safety and welfare will be served by expanding and renaming both the Cadillac Plaza Social District No. 1, and the Plaza Commons.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City hereby renames the Cadillac Plaza Social District No. 1 and it shall hereafter be known as the “Downtown Cadillac Social District.” All references in Resolution

No. 2020-3374, to Cadillac Plaza Social District No. 1 shall be deemed to refer to the Downtown Cadillac Social District.

2. The City hereby renames the Plaza Commons and it shall hereafter be known as the “Downtown Social Zone.” All references in Resolution No. 2020-3374, to Plaza Commons shall be deemed to refer to the Downtown Social Zone.

3. The City Council hereby amends the area included within the originally named Cadillac Plaza Social District No. 1 and now known as the Downtown Cadillac Social District to include all the area consisting of certain parcels of property depicted in the attached **Exhibit A.1**, which depiction is incorporated by reference and which is inclusive of all the area originally included within Cadillac Plaza Social District No. 1. The City shall not close a road within this district without the permission of the governing road authority.

4. The City Council hereby amends the area originally named the Plaza Commons and now known as the Downtown Social Zone to include all the area consisting of certain public property and rights of way, the boundaries of which are set forth in the attached **Exhibit A.1**, which depiction is incorporated by reference and which is inclusive of all the area originally included within the Plaza Commons.

5. The City Council hereby directs the City Manager to create a logo which bears the new name of the Downtown Social Zone commons area and that is similar to the logo adopted by the City pursuant to Resolution No. 2020-3374, and attached as **Exhibit C** to that Resolution, and cause that logo to be printed on signs that clearly mark and define the Downtown Social Zone commons area.

6. The Downtown Cadillac Social District and the Downtown Social Zone may be revoked by motion or resolution by the City Council without a public hearing upon the City

Council's determination in its sole discretion that the Downtown Cadillac Social District and/or the Downtown Social Zone threatens the health, safety, or welfare of the public or has become a public nuisance.

7. All provisions of Resolution No. 2020-3374 that are not inconsistent with this Resolution remain in full force and effect. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

YEAS: COUNCIL MEMBERS:

NAYS: COUNCIL MEMBER:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN            )  
  )  
COUNTY OF WEXFORD         )

I, the undersigned, the duly qualified and acting City Clerk of the City of Cadillac, Wexford County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the 30<sup>th</sup> day of July, 2020, at 4:00 p.m.

\_\_\_\_\_  
Sandra Wasson, City Clerk

EXHIBIT A.1  
CITY OF CADILLAC  
COUNTY OF WEXFORD, MICHIGAN

AMENDED DESIGNATION OF LAND TO BE INCLUDED WITHIN THE  
DOWNTOWN CADILLAC SOCIAL DISTRICT AND DOWNTOWN SOCIAL ZONE

Downtown Cadillac Social District  
and Downtown Social Zone



**City Council**

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



**Mayor**  
Carla J. Filkins

**Mayor Pro-Tem**  
Tiyi Schippers

**Councilmembers**  
Stephen King  
Robert J. Engels  
Bryan Elenbaas

**RESOLUTION NO. 2020-3374**

**RESOLUTION DESIGNATING A SOCIAL DISTRICT AND DEFINING A COMMONS AREA**

**CADILLAC PLAZA SOCIAL DISTRICT NO. 1  
PLAZA COMMONS**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held at the City Hall, 200 North Lake Street, Cadillac, Michigan 49601, on the 20th day of July, 2020, at 6:00 p.m.

PRESENT: COUNCIL MEMBERS: Elenbaas, Engels, King, Mayor Filkins

ABSENT: COUNCIL MEMBER: Schippers

The following resolution was offered by Council Member King and supported by Council Member Engels.

**WHEREAS**, the City recognizes that the recent public health emergency caused by the COVID-19 global pandemic has caused the shut down of certain non-essential businesses for varying amounts of time, and when open, other social distancing recommendations and requirements have resulted in reduced occupancies that have impacted City businesses and the citizens employed by them; and

**WHEREAS**, the City has determined there exists a need for a social district and a commons area in the City to foster and strengthen the local economy which has been impacted by the reduced occupancies that social distancing requirements and

recommendations have imposed upon local businesses; and

**WHEREAS**, in order to alleviate the negative impact social distancing requirements and recommendations have had on local businesses, the City wishes to allow businesses within a social district designated by the City to expand business operations outdoors into a regulated commons area and onto property owned and/or operated by the City within that district and commons area; and

**WHEREAS**, Section 551 of Act 58 of the Public Acts of Michigan of 1998, as amended ("Section 551"), provides that the City Council may, on its own initiative, designate one or more social districts within the City wherein purchasers of alcoholic liquor may consume alcohol purchased on the premises of a qualified licensee within a City-defined commons area; and

**WHEREAS**, the City wishes to designate property in the City as a social district; and

**WHEREAS**, the City wishes to define a commons area within the social district where qualified licensees pursuant to Section 551 and other city businesses may extend business operations after obtaining a permit from the City; and

**WHEREAS**, the public health, safety and welfare will be served by designating a social district and commons area as described above in the City.

**NOW, THEREFORE**, BE IT RESOLVED AS FOLLOWS:

1. The City Council hereby designates a social district known as the "Cadillac Plaza Social District No. 1" (the "Plaza Social District") consisting of certain parcels of land, the depiction of which is set forth in the attached **Exhibit A**, and which depiction is incorporated by reference. The City shall not close a road within this district without the permission of the governing road authority.

2. The City Council hereby defines a commons area within the Plaza Social District (the "Plaza Commons") consisting of certain public property and rights of way, the boundaries of which are set forth in the attached **Exhibit B**, and which depiction is incorporated by reference.

3. The City Council hereby adopts the logo attached as **Exhibit C**, as the unique logo for the Plaza Commons and the city manager is hereby directed to cause signs bearing this logo to be erected that clearly mark and define the Plaza Commons.

4. The city manager is hereby directed to establish a management and maintenance plan for the Plaza Social District and the Plaza Commons, that at a minimum, includes the following:

- a. Hours of operation, for the Plaza Commons;
- b. A provision that states that no business may sell any goods or services, nor operate, conduct, maintain or manage any such business within any common area defined by the City without, in addition to the license or permit required under the City of Cadillac Code, a social district permit issued by the City.
- c. A provision that qualified licensees, as that term is defined in Section 551, shall not engage in the sale of alcohol within the commons area, unless otherwise permitted by the City, and the Michigan Liquor Control Commission.
- d. A requirement that business who obtain a social district permit from the City operate in compliance with any and all applicable state and local orders related to COVID-19, including social distancing, party size limitations, masking, etc.;
- e. Area and location limitations;

- f. Spacing limitations for tables, chairs and the like;
- g. Separation from parking and vehicular traffic;
- h. Provision for litter and waste;
- i. Continued access to any fire hydrants and Fire Department connections;
- j. Insurance requirements.

5. The city manager is hereby directed to develop and promulgate an application for a social district permit that contemplates the management and maintenance plan set forth in paragraph 4 of this Resolution and to establish procedures for the completion and submission of the same to the city manager or his designee for consideration and approval. The permit application at a minimum shall include all of the following:

- a. A copy of the business's tier 1, 2 or 3 business license as required by City of Cadillac Code.
- b. The social district and common area defined and designated by the City within which the business intends to operate.
- c. If the business is engaged in the sale of alcohol, a copy of the business's liquor license issued pursuant to 1998 PA 58 (Michigan Liquor Control Code, MCL 4361101 et seq.).
- d. If the business is engaged in the sale of alcohol, a copy of its application for a social district permit to the State of Michigan Liquor Control Commission ("Commission") for approval by the City before the application is submitted to the Commission.
- e. A statement that approval of the applicant's application to the Commission does not constitute approval by the City of the applicant's request for a social district

permit from the City. Final approval by the City of a social district permit shall not be approved until the applicant's application to the Commission is approved. Approval by the Commission does not constitute approval by the City. Approval of a social district permit issued by the City is within the City's discretion notwithstanding any approval by the Commission. Revocation by the Commission of a social district permit issued by the Commission constitutes automatic revocation of a social district permit issued by the City, without appeal as otherwise provided by the Cadillac City Code. The issuance of a social district permit to an applicant does not create a vested right in the operation of the business in a commons area. The City may revoke a social district permit within its discretion at anytime.

- f. If the business is engaged in the sale of alcohol, a description and visual depiction of each container it intends to use in the commons area defined by the City within the social district designated by the City, and which displays and/or demonstrates all of the following:
  1. The trade name or logo or some other mark that is unique to the applicant business.
  2. The City adopted logo that is unique to the commons area within which the business intends to operate.
  3. The container is not glass.
  4. The container has a liquid capacity that does not exceed 16 ounces.
  5. Such other information the city manager deems reasonably necessary to determine whether the requirements of Cadillac City Code and the social

district management and maintenance plan have been met.

g. The fee required by this Resolution, or duly adopted fee ordinance of the City.

6. There shall be a non-refundable fee in the amount of \$250, or as otherwise set by a duly adopted fee ordinance of the City, that must accompany the application for a social district permit.

7. A social district permit that is issued by the City shall be renewed annually. Social district permit renewal applications shall be submitted annually in the manner prescribed by this Resolution and on an application form approved by the city. Renewal applications shall, at a minimum, require the applicant to confirm or update all of the information originally required by this Resolution, including its application to the State of Michigan Liquor Control Commission. The city clerk may request from the applicant any additional information reasonably necessary to determine whether there has been a significant change in business operations.

8. Social district permits shall be subject to the requirements of Article II, Chapter 10 of the Cadillac City Code, that are generally applicable to all permits issued by the City.

9. Cadillac Plaza Social District and Plaza Commons designated and defined by this Resolution may be revoked by motion or resolution by the City Council without public hearing upon the City Council's determination in its sole discretion that the Cadillac Plaza Social District and/or the Plaza Commons threatens the health, safety, or welfare of the public or has become a public nuisance.

10. All resolutions or portions of resolutions that are inconsistent with this Resolution are hereby repealed.

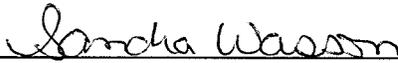
YEAS: COUNCIL MEMBERS: Engels, King, Mayor Filkins

NAYS: COUNCIL MEMBER: Elenbaas

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN            )  
  )  
COUNTY OF WEXFORD        )

I, the undersigned, the duly qualified and acting City Clerk of the City of Cadillac, Wexford County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the City Council at a meeting held on the 20th day of July, 2020, at 6:00 p.m.

  
\_\_\_\_\_  
Sandra Wasson, City Clerk

**EXHIBIT A  
CITY OF CADILLAC  
COUNTY OF WEXFORD, MICHIGAN**

**DESIGNATION OF LAND TO BE INCLUDED WITHIN  
CADILLAC PLAZA DISTRICT NO. 1**



**EXHIBIT B**

**CITY OF CADILLAC  
COUNTY OF WEXFORD, MICHIGAN**

**DEFINITION OF BOUNDARY OF PLAZA COMMONS**



**EXHIBIT C**

**CITY OF CADILLAC  
COUNTY OF WEXFORD, MICHIGAN**

**DEPICTION OF PLAZA COMMONS LOGO**



Conceptual Downtown Social Zone Logo



**City Council**

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



**Mayor**  
Carla J. Filkins

**Mayor Pro-Tem**  
Tiyi Schippers

**Councilmembers**  
Stephen King  
Robert Engels  
Bryan Elenbaas

**RESOLUTION NO. 2020-\_\_\_\_**

**RESOLUTION TO ADOPT ORDINANCE NO. 2020-\_\_\_\_,  
ORDINANCE GRANTING EASEMENT TO CONSUMERS ENERGY  
COMPANY FOR A SOLAR ENERGY FARM**

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 17th day of August, 2020, at 6:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS, the City of Cadillac ("City") is authorized by statute to buy, own and sell real property or an interest therein (MCL 117.4e); and

WHEREAS, the Charter of the City provides that the City may, by ordinance and upon the affirmative vote of four or more members of the Council, sell any real estate or an interest therein (Charter Sec. 5.6); and

WHEREAS, the Charter further provides that before final adoption of such an ordinance, the Council shall hold a public hearing and shall publish notice once at least twenty (20) days and again ten (10) days prior to the hearing; and

WHEREAS, the City wishes to adopt an ordinance that approves the granting of an easement to Consumers Energy Company on a portion of property owned by the City located at the former Mitchell Bentley facility, 514 Wright Street, City of Cadillac, County of Wexford, State of Michigan (the "Easement"), as provided in the Solar Garden Host Agreement, dated March 8, 2019, between the City and Consumers Energy Company; and

WHEREAS, in accordance with the City Charter, the City Clerk twice published 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; and

WHEREAS, the granting of the Easement is in the public interest.

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 adopts Ordinance No. 2020-\_\_\_\_, Ordinance Granting Easement to Consumers Energy Company for a Solar Energy Farm (the "Ordinance," attached as Exhibit 1).

2. The Mayor and the City Clerk are authorized to execute the Easement agreement and any and all documents related thereto and to make such minor changes to the Easement agreement as may be necessary or appropriate.

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

4. Any and all resolutions that are in conflict with this Resolution are 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. 2020-\_\_\_\_, duly adopted at a meeting of the City Council held on the 17<sup>th</sup> day of August , 2020.

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Sandra Wasson  
City Clerk

# **EXHIBIT 1**

**ORDINANCE NO. 2020-\_\_\_**

**ORDINANCE TO APPROVE GRANTING OF AN EASEMENT TO  
CONSUMERS ENERGY COMPANY FOR A SOLAR ENERGY FARM**

**THE CITY OF CADILLAC ORDAINS:**

**Section 1.**

Pursuant to MCL 117.4e, the Charter of the City of Cadillac and other applicable authority, the City hereby approves the granting of an easement to Consumers Energy Company for a solar energy farm on a portion of real property owned by the City located at the former Mitchell Bentley facility, 514 Wright Street, City of Cadillac, County of Wexford, State of Michigan (the "Easement") in accordance with the terms of the attached Easement agreement, as provided in a Solar Garden Host Agreement, dated March 8, 2019, between the City and Consumers Energy Company.

**Section 2.**

The Mayor and City Clerk are hereby authorized to execute the Easement agreement and any and all documents related thereto, and to make such minor changes thereto as may be necessary or appropriate.

**Section 3.**

The City Clerk is directed, pursuant to Section 20-4(b) of the City's Code of Ordinances, within 30-days after the adoption of this ordinance, to record a certified copy of this ordinance with the Wexford County Register of Deeds and to send a copy to the State Treasurer.

**Section 4.**

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 5.**

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sandra Wasson, City Clerk

\_\_\_\_\_  
Carla J. Filkins, Mayor

I, Sandra Wasson, City Clerk of the City of Cadillac, Michigan, do hereby certify that a summary of Ordinance No. 2020-\_\_\_\_ was published in the Cadillac News on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sandra Wasson, City Clerk

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF WEXFORD     )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, a Notary Public, in and for said County, personally appeared Carla J. Filkins, Mayor, and Sandra Wasson, City Clerk, on behalf of the City of Cadillac, who executed the foregoing Ordinance and acknowledged that they have executed it on behalf of the City of Cadillac in their capacity as its Mayor and City Clerk, respectively.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
County of \_\_\_\_\_, State of Michigan  
My commission expires: \_\_\_\_\_

**Prepared By and Return To:**  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

**EASEMENT AGREEMENT**

**To Follow on Next Page**

## SOLAR EASEMENT AGREEMENT

Master Tract # SOL000000000008  
Notification # 35005031  
Design Doc # 11076452  
Agreement # MI00000046887

THE CITY OF CADILLAC, a Michigan municipal corporation, 200 Lake Street, Cadillac, Michigan 49601 (hereinafter "Owner") owns land ("Owner's Land") located in the City of Cadillac, County of Wexford and State of Michigan as more particularly described on the attached Exhibit A, and

for good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(h) and from State real estate transfer tax pursuant to MCLA 207.526(h) grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent exclusive easement to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a solar photovoltaic system, with associated solar panels, solar cells, batteries, electric storage facilities, brackets, and lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Solar Easement Area") as more fully described in the attached Exhibit B-1, a permanent exclusive easement to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a solar photovoltaic system, with associated solar panels, solar cells, batteries, electric storage facilities, brackets, and lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Solar Easement Area") as more fully described in the attached Exhibit B-1, a permanent non-exclusive easement to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land and for ingress and egress on, over, and through the portion of Owner's Land (hereinafter "Line and Access Easement") as more fully described in the attached Exhibit B-2 (hereafter the easements shall be collectively referred to as "Easement Areas"), together with any structures, poles, wires, cables, conduits, crossarms, racking, inverters, switches, fuses, conductors, conduit duct banks, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus including fencing, and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof (collectively, the "Facilities"), and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of collecting and transforming solar energy into electrical energy, and transmitting said electrical energy off Owner's Land. Consumers may not construct or install any Facilities in the Access Easements except for purposes of access to the Solar Easement Area and the Line Easement Area. Owner holds at least one easement on Owner's Land for water and/or sewer lines. Consumers will take reasonable precautions to protect such water and/or sewer lines from damage, so as long as said lines are marked (Consumers to contact MISS DIG or successor), and will coordinate construction activities with Owner to protect such lines that are in conflict with Consumers activities from damage.

Right to Solar Light: Owner hereby grants and conveys to Consumers an exclusive easement on, over, and across a portion of Owner's Land (hereinafter "Solar Protected Area") as more fully described in the attached Exhibit C, for the open and unobstructed i) path between the sun and the photovoltaic systems, and ii) access of the sun's rays to the photovoltaic system. Owner covenants and agrees that as to Owner's Land it will not in any way obstruct or interfere with or allow others to in any way obstruct or interfere with any direct sunlight, the terminus of which is the surface of the photovoltaic system.

Access: Consumers shall have the right to unimpaired access to the Solar Easement Area and Line Easement Area, and the right of ingress and egress on, over, and through the Access Easements, together with the right of ingress and egress on, over and through such paved drives and parking lots on Owner's Land, which may exist or be developed by Owner from time to time, for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder, provided, however, that Consumers shall be solely responsible for obtaining permits, approvals and consents to use or cross any railroad tracks on Owner's Land. During periods of development, construction or reconstruction by Owner, when Consumers right of ingress and egress on, over, and through the Access Easement may be inhibited, Consumers may enter and access other areas of Owner's Land, as may be reasonably practical to do so for the purpose of accessing the Solar Easement Area and Line Easement Area. Consumers shall restore as reasonably as practicable all that portion of Owner's Land damaged by Consumers access to other areas of Owner's Land pursuant to this easement. Consumers shall have the right, but not the obligation, to improve for access purposes the Line and Access Easement depicted on Exhibit B-2 at its sole cost and expense.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Areas. Consumers shall also have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, or other vegetation located outside of the Easement Areas which are of such a height or are of such a species whose mature height could i) during any season obstruct or interfere with any direct sunlight, the terminus of which is the surface of the photovoltaic system, or ii) falling directly to the ground, come into contact with or land directly on or above the Facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, installation or any other type of structure whether temporary or permanent, on the Solar Easement Area, the Line and Access Easement Area, and the Solar Protected Area, that in any way obstructs or interferes with any direct sunlight, the terminus of which is the surface of the photovoltaic system or obstructs or interferes with access to the Facilities located within the Easement Areas.

Ground Elevation: Owner shall not materially alter the ground elevation on Owner's Land in any manner that obstructs or interferes with any direct sunlight, the terminus of which is the surface of the photovoltaic system.

Taxes: Pursuant to this Easement, Consumers shall be responsible for all real and personal property taxes assessed against its improvements located within the Easement Areas.

Exercise of Easement: Subject to the abandonment paragraph below, Consumers' nonuse or limited use of this easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that Owner is the lawful fee simple owner of the aforesaid lands, and that Owner has the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever. Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 shall be the sole and unconditional owner of any energy collected or transformed, or any combination thereof, on the Easement Areas, and Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 shall have the absolute right to transmit and remove said energy from Owner's Land, including the Easement Areas, without any additional compensation whatsoever to Owner.

Maintenance and Security: Consumers shall manage, repair, and maintain the Facilities and the Solar Easement Area in good condition and repair. Consumers shall have the right to fence off and secure the Solar Easement Area and the Facilities not located on the Access Easements from public access and/or Owner's access. Consumers shall be solely responsible for any fencing and security of the Solar Easement Area and Facilities.

Abandonment: In the event Consumers shall abandon the Easement herein granted either (a) by determining in Consumers' sole discretion that it no longer desires to use the Easement Areas for the purposes for which it was granted, or (b) by continuous non-use of its facilities installed pursuant to this Easement for a period of two (2) consecutive years, then Consumers' shall remove its above grade Facilities to not less than three (3) feet below grade or as otherwise required by any applicable governmental authority from the Easement Areas and Owner's Land. Upon Owner's request and upon completion of the aforementioned removal of the Facilities, Consumers shall execute and deliver to Owner such instruments, in recordable form, as may be requested by Owner and necessary to evidence and confirm such abandonment of this Easement and the release of all Consumers' rights in and to the Easement Areas, which Consumers acquired pursuant to this Easement.

Compliance with Laws: Consumers shall comply with applicable laws, statutes, ordinances, rules and regulations regarding the installation and construction of its equipment and use of the Easement Areas, whether federal, state or local, now in force or which hereafter may be promulgated, provided, however, that nothing herein shall be construed as a waiver by Consumers of any of its existing or future rights under state or Federal law, and further provided that if at any time Consumers is found to be in non-compliance, Owner shall give Consumers a reasonable time to cure such non-compliance.

Exemption from Environmental Liability for Pre-Existing Contamination: Prior environmental investigations have determined that some or all of Owner's Land is a Part 201 Facility, with the presence of tetrachloroethylene in groundwater at concentrations exceeding Michigan Department of Environment, Great Lakes and Energy (EGLE) Generic Cleanup Criteria (GCC) for Drinking Water Criteria and tetrachloroethylene, fluoranthene, 2-methylnaphthalene, naphthalene, phenanthrene, pyrene benzo (a) anthracene, benzo (a) pyrene, benzo (b) fluoranthene and dibenzo (a,h) anthracene and arsenic in soils at concentrations exceeding EGLE GCC for Drinking Water Protection, Groundwater Surfacewater Interface Protection and/or Direct Contact. The Owner obtained its ownership through the tax foreclosure process and contends that it is exempt from environmental liability by virtue of ownership through the tax foreclosure process. Through an EGLE Brownfield Grant and Loan, the Owner will be conducting environmental response activities, including but not limited to removal of contaminated debris, asbestos abatement, and demolition of the remaining structures and appurtenances. The Owner will arrange through the EGLE Brownfield Grant and Loan for the preparation of a Baseline Environmental Assessment on behalf of and approved by Consumers as an operator within 45 days of Easement execution and filed with EGLE within 6 months of Easement execution. Owner will also arrange through grant funding for the preparation of a Due Care Plan on behalf of and approved by Consumers to outline any necessary measures to prevent exposure to or exacerbation of pre-existing contamination.

Environmental Release of Liability and Indemnification: Owner fully releases Consumers and agrees not to pursue any claims or causes of action against Consumers for Existing Environmental Conditions. Consumers shall comply with all requirements of the Due Care Plan in Consumer's use of all or any portion of Owner's Land. Any soils that are relocated for constructed improvements by Consumers on the Premises may be reused by Consumers on the Premises consistent with applicable federal, state, and local laws, rules or ordinances and the Due Care Plan. Any soils that are relocated from the Premises due to the presence of hazardous substances, materials, pollutants or contaminants for any purposes other than constructed improvements that are now or hereafter in any manner treated as such under any federal, state, or local law, rule, policy or guideline, will be removed, transported and disposed of by Owner at Owner's sole expense.

Insurance: Each Party shall maintain insurance in such amounts and covering such risks with respect to its business and interest in the Easement Areas as is usually carried by companies engaged in similar businesses and owning similar interests in property, either with reputable insurance companies or, in whole or in part, by establishing reserves or self-insurance, either alone or with other companies or associations.

Notices: All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Easement Agreement shall be in writing and shall be deemed to have been given (i) if personally delivered, on the date of delivery, (ii) if delivered by overnight courier service of national standing for next day delivery (with charges prepaid), on the business day following the date of delivery to such courier service, (iii) if deposited in the United States mail, first-class postage prepaid, on the fifth business day following the date of such deposit, (iv) if delivered by e-mail (x) on the date of such transmission, if such transmission is completed at or prior to 5:00 p.m., local time of the recipient party, on the date of such transmission, and (y) on the next business day following the date of transmission, if such transmission is completed after 5:00 p.m., local time of the recipient party, on the date of such transmission. Notices, demands and communications to Owner and Consumers shall, unless another address is specified in writing pursuant to the provisions of this Agreement, be sent to the following address:

Notices to Consumers:

Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201  
Attention: Real Estate Acquisition Manager  
E-mail: brad.krabel@cmsenergy.com

Notices to Owner:

City of Cadillac  
200 Lake Street  
Cadillac, MI 49601  
Attention: Marcus Peccia, City Manager  
E-mail: mpeccia@cadillac-mi.net

with a copy to (which shall not constitute notice to Owner):

City of Cadillac  
200 Lake Street  
Cadillac, MI 49601  
Attention: Sandra Wasson, Clerk

Either party may change the address set forth in this Section at any time by giving prior written notice to the other Party of such change as provided above.

Indemnity: To the extent permitted by Michigan law and without waiving its right to governmental immunity, Owner shall indemnify and hold harmless Consumers and its affiliates, officers, directors, employees, and representatives from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees brought or recovered against, or incurred by Consumers by reason of (a) Owner's breach of any term, condition, or covenant contained in this Easement and (b) personal injury or property damage to the extent said injury or damage occurs on Owner's Land and is proximately caused by the negligent acts or willful misconduct of Owner, Owner's employees, Owner's invitees, or Owner's contractors or subcontractors. Nothing in this Section is intended to waive or shall have the effect of waiving Owner's right to governmental immunity. Consumers shall indemnify and hold harmless Owner and its affiliates, officers, directors, employees, and representatives from and against all losses, liabilities, claims, demands, payments, actions, legal proceedings, recoveries, costs, expenses, fines, attorney fees, settlements, judgments, orders and decrees brought or recovered against, or incurred by Owner by reason of (a) Consumers' breach of any term, condition, or covenant contained in this Easement and (b) personal injury or property damage to the extent said injury or damage occurs within the Easement Areas and is proximately caused by the negligent acts or willful misconduct of Consumers, Consumers' employees, Consumers' invitees, or Consumers' contractors or subcontractors. Owner further expressly agrees not to pursue any claims or causes of action against Consumers for Existing Environmental Conditions. "Existing Environmental Conditions" shall mean the presence in any media (including but not limited to soils, groundwater and surface water) as of the date of this Easement, of any hazardous substance, material, pollutant, or contaminant that is now or hereafter in any manner treated as such under any federal, state or local law, rule, ordinance, policy or guideline and any future migrations thereof.

Liens: Consumers shall keep Owner's Land free and clear of all construction liens, and other liens on account of work done for Consumers or persons claiming under it. If any construction lien or notice of a construction lien is filed against Owner's Land, Consumers shall promptly cause the same to be released, cause proper proceedings to be instituted to test the validity of the lien claimed, or provide security satisfactory to Owner.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Entire Agreement: The terms and conditions contained in this easement supersede all prior oral or written understandings between the parties and constitute the entire agreement between them concerning the subject matter of this easement. This easement shall not be modified or amended except by a written instrument signed by authorized representatives of the parties.

Governing Law: This easement agreement shall be governed by the laws of the State of Michigan.

SIGNATURE PAGE TO FOLLOW

Date: \_\_\_\_\_

Owner: CITY OF CADILLAC, a Michigan municipal corporation

\_\_\_\_\_  
By: Marcus Peccia  
Its: Manager

\_\_\_\_\_  
By: Sandra Wasson  
Its: Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, Michigan,  
on \_\_\_\_\_ by Marcus Peccia, City Manager and Sandra Wasson, City Clerk of the City of  
Date  
Cadillac, a Michigan municipal corporation, on behalf of the corporation

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, Michigan

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

**PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:**

Ashley Johnson #205-1  
Consumers Energy Company  
330 Chestnut Street  
Cadillac, MI 49601

Prepared By:  
Cheryl A. Gillman 06/25/2020  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE ONLY**

Return recorded instrument to:  
Carrie J. Main, EP7-287  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Cadillac, County of Wexford, State of Michigan:

A parcel of land in the Southwest 1/4, Section 33, Town 22 North, Range 9 West, described as:

Blocks 152, 153, 154, 156, except Lot 1 and except the North 85 feet of Lot 12, Block 156, Block 157 and the West 150 feet of Block 155, except the North 195 feet thereof and except the North 50 feet of the South 105 feet of the West 160 feet thereof, now abandoned Fourth Street; Fourth Avenue; Fifth Avenue between Blocks 152 thru 157, both inclusive, except the North 195 feet of Fourth Avenue between Blocks 155 and 156; now abandoned alleys in Block 156 and 157; except part of Blocks 157 and 152 and vacated alleys & vacated Fourth Street, described as beginning at the Northwest corner of Block 157; thence East 282.15 feet; thence South 328.65 feet; thence South 29 degrees 57 minutes 16 seconds West 80.06 feet; thence South 312.98 feet; thence North 73 degrees 30 minutes 48 seconds West 252 feet; thence North 640.59 feet to the point of beginning, Plat of the Improvement Board's Addition to the City of Cadillac; recorded in Liber 453, page 997, Wexford County Records.

Parcel ID Number: 10-068-00-001-00

EXHIBIT B - 1

Solar Easement Area

Land situated in the Southwest 1/4 of Section 33, Town 22 North, Range 9 West, City of Cadillac, County of Wexford, State of Michigan, described as:

Commencing at the West 1/4 corner of said Section 33; thence along the West line of said Section 33 and the centerline of Sixth Avenue (66 feet wide) South 00°34'31" West, 1030.54 feet to the apparent intersection of said West Section line and the Northerly right-of-way line of the Ann Arbor Railroad extended; thence South 73°07'50" East, 286.07 feet along the Northerly right-of-way line of the Ann Arbor Railroad to the POINT OF BEGINNING; thence North 01°45'02" East, 312.82 feet; thence North 30°24'15" East, 80.11 feet; thence South 01°45'02" West, 171.07 feet; thence South 88°34'52" East, 30.00 feet; thence South 01°45'02" West, 40.00 feet; thence North 90°00'00" East, 457.03 feet; thence South 00°00'00" East, 186.68 feet to the Northerly right-of-way line of the Ann Arbor Railroad; thence 421.89 feet along the arc of a 620.05 foot radius circular curve to the right, with a central angle of 38°59'07", having a chord which bears South 87°22'36" West, 413.80 feet along said Northerly right-of-way line of the Ann Arbor Railroad; thence North 73°07'50" West, 122.59 feet along said Northerly right-of-way line of the Ann Arbor Railroad to the POINT OF BEGINNING. Containing 2.77 acres of land, more or less. Being subject to any easements and/or restrictions of record, if any.

EXHIBIT B - 2

Line and Access Easement Area

Land situated in the Southwest 1/4 of Section 33, Town 22 North, Range 9 West, City of Cadillac, County of Wexford, State of Michigan, described as:

Commencing at the West 1/4 Corner of said Section 33; thence along the West line of said Section 33 and the Centerline of Sixth Avenue (66 feet wide) S00°34'31" W 1030.54 feet to the apparent intersection of said West Section line and the Northerly right-of-way line of the Ann Arbor Railroad extended; thence S73°07'50" E 286.07 feet along the Northerly right-of-way line of the Ann Arbor Railroad; thence N01°45'02" E 312.82 feet; thence N30°24'15" E 80.11 feet to the POINT OF BEGINNING; thence N00°24'59" W 329.00 to the South line of Fifth Street (66 feet wide); thence S89°15'57" E 35.01 feet along said South line of Fifth Street; thence S00°24'59" E 328.96 feet; thence S01°45'02" W 211.41 feet; thence N90°00'00" W 5.00 feet; thence N01°45'02" E 40.00 feet; thence N88°34'52" W 30.00 feet; thence N01°45'02" E 171.07 feet to the POINT OF BEGINNING. Containing 0.41 acres of land, more or less. Being subject to any easements and/or restrictions of record, if any.

EXHIBIT C

Solar Protected Area

Land situated in the Southwest 1/4 of Section 33, Town 22 North, Range 9 West, City of Cadillac, County of Wexford, State of Michigan, described as:

Commencing at the West 1/4 Corner of said Section 33; thence along the West line of said Section 33 and the Centerline of Sixth Avenue (66 feet wide) S00° 34'31" W 1030.54 feet to the apparent intersection of said West Section line and the Northerly right-of-way line of the Ann Arbor Railroad extended; thence S 73° 07'50" E 408.66 feet along the Northerly right-of-way line of the Ann Arbor Railroad; thence 421.89 feet along the arc of a 620.05 foot radius circular curve to the left, with a central angle of 38° 59'07", having a chord which bears N 87° 22'36" E 413.80 feet along said Northerly right-of-way line of the Ann Arbor Railroad to the POINT OF BEGINNING; thence N 00° 00'00" E 186.68 feet; thence S 60° 00'00" E 184.02 feet; thence 186.06 feet along the arc of a 620.05 foot radius non-tangential circular curve to the right, with a central angle of 17° 11'36", having a chord which bears S 59° 17'15" W 185.37 feet along said Northerly right-of-way line of the Ann Arbor Railroad to the POINT OF BEGINNING. Containing 0.36 acres of land, more or less. Being subject to any easements and/or restrictions of record, if any.



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

Today's Date 7/27/2020

City Received Date  

MUST BE OFFICIALLY CITY DATE STAMP

### Request Planning Guide

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

Applicant Name (Print) Doreen Lane Contact Address \_\_\_\_\_  
\_\_\_\_\_ Contact Email d.lane@cadillacfoundation.org  
Sponsoring Organization Rotary Club  Private  Non-Profit \_\_\_\_\_  
Purpose of Event White Pine Trail Ride Approx # of Attendees 100

Beginning Date: 9/11/2020 Ending Date: 9/12/2020 Reoccurring: YES  NO   
1st Day 9/11 Set-up 5:00 AM/PM Start \_\_\_:\_\_\_ AM/PM End 9:00 AM/PM Clean-up \_\_\_:\_\_\_ AM/PM  
2nd Day 9/12 Set-up 6:30 AM/PM Start \_\_\_:\_\_\_ AM/PM End 4:00 AM/PM Clean-up \_\_\_:\_\_\_ AM/PM  
3rd Day \_\_\_\_\_ Set-up \_\_\_:\_\_\_ AM/PM Start \_\_\_:\_\_\_ AM/PM End \_\_\_:\_\_\_ AM/PM Clean-up \_\_\_:\_\_\_ AM/PM  
4th Day \_\_\_\_\_ Set-up \_\_\_:\_\_\_ AM/PM Start \_\_\_:\_\_\_ AM/PM End \_\_\_:\_\_\_ AM/PM Clean-up \_\_\_:\_\_\_ AM/PM

**Please answer the following questions:**

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

Please Circle

Market at Cadillac Commons    Rotary Pavilion    City Park    Cadillac Commons Plaza

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

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

Forms can be mailed or delivered to the above address or emailed to: [javila@cadillac-mi.net](mailto:javila@cadillac-mi.net)

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



200 N. Lake Street  
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### The Market at the Cadillac Commons Reservation Form

Event White Pine Trail Ride *Please Submit 60-days Prior to Event Date*

Special Requests: Please Circle

Electricity/Lights      Heat      Wind Screens

*Hopefully no*

**Usage Rules:**

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

**Reservation Fees:**

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

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

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

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

Market Hours 7:00 AM through 11:00 PM

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

Doreen Lane  
Signature

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

Print Name Doreen Lane Total Fees Required: 100<sup>00</sup> Total Fees Paid: \_\_\_\_\_ Date 7/27/2020



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

Today's Date 7/27/20

City Received Date

MUST BE SPECIALLY CITY DATE STAMP

### Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request White Pine Ride

Contact Person Mark Lagerwey

Contact Email mark.lagerwey@Baker.edu

Date: __/__/__		Street Closures	
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	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time __: __ AM/PM	Ending Time __: __ AM/PM	

Date <u>9/12/20</u>		Parking Lot Closures	
Lot Location <u>Lake/Cass</u>	Street <u>Lake</u>	Nearest Cross Street <u>W Cass</u>	
	Beginning Time <u>6:30</u> AM/PM	Ending Time <u>4:</u> AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time __: __ AM/PM	Ending Time __: __ AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time __: __ AM/PM	Ending Time __: __ AM/PM	

list across from After 26 along the lake

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

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

Print Name Doreen Jan Signature Doreen Jan Date 7/27/20

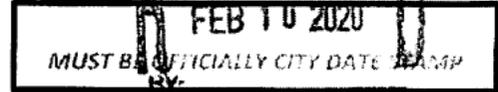
Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.



200 N. Lake Street  
 Cadillac MI 49601  
 Phone (231) 775-0181  
[www.cadillac-mi.net](http://www.cadillac-mi.net)

Today's Date \_\_\_\_\_

City Received Date \_\_\_\_\_



### Request Planning Guide

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

Applicant Name (Print) Eddie Avila Contact Address \_\_\_\_\_  
 \_\_\_\_\_ Contact Email \_\_\_\_\_

Sponsoring Organization \_\_\_\_\_  Private  Non-Profit \_\_\_\_\_

Purpose of Event Wedding Approx # of Attendees 100

Beginning Date: 8/28/20 Ending Date: 8/30/20 Reoccurring: YES  NO

1st Day <u>8/28</u> Set-up: <u>6 AM/PM</u> Start: _____ AM/PM End: _____ AM/PM Clean-up: _____ AM/PM
2nd Day <u>8/29</u> Set-up: _____ AM/PM Start: <u>9:00 AM/PM</u> End: <u>11:00 AM/PM</u> Clean-up: _____ AM/PM
3rd Day <u>8/30</u> Set-up: _____ AM/PM Start: _____ AM/PM End: _____ AM/PM Clean-up: <u>8:00 AM/PM</u>
4th Day _____ Set-up: _____ AM/PM Start: _____ AM/PM End: _____ AM/PM Clean-up: _____ AM/PM

**Please answer the following questions:**

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

**Please Circle**

Market at Cadillac Commons  Rotary Pavilion  City Park  Cadillac Commons Plaza

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

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

Forms can be mailed or delivered to the above address or emailed to: [javila@cadillac-mi.net](mailto:javila@cadillac-mi.net)

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



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

Today's Date \_\_\_\_\_

City Received Date

### The Market at the Cadillac Commons Reservation Form

Please Submit 60-days Prior to Event Date

Event Avila wedding 8-29-2020

Special Requests: Please Circle

Electricity/Lights      Heat      Wind Screens

**Usage Rules:**

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

**Reservation Fees:**

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

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

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

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

Market Hours 7:00 AM through 11:00 PM

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

  
\_\_\_\_\_  
Signature

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

Print Name \_\_\_\_\_ Total Fees Required: 300.00 Total Fees Paid: \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_



August 17, 2020

## **COUNCIL COMMUNICATION**

*Re: Appointment of Mark Bliven to a Three-Year Term on the Cadillac Historic Districts Commission*

Mark Bliven has expressed interest in serving on the Cadillac Historic Districts Commission for a three-year term.

### **Recommended Council Action:**

Motion to appoint Mark Bliven to a three-year term on the Cadillac Historic Districts Commission, which will end on 8/17/2023.



# Application for Appointment to Standing and Special Committees, Boards & Commissions

The information provided on this form is for the use of the Cadillac City Council in its deliberation to fill vacancies on standing and special committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. In most cases, you must be a resident of the City of Cadillac to serve on its committees, boards and commissions. Exceptions include the DDA, CBOA, LDFA, Clam River Greenway Committee and Brownfield Redevelopment Authority. Applicants may be required to interview with the City Manager for appointment consideration.

**To which committee, board or commission are you seeking appointment? Please check all that apply.**

- Airport Authority
- Board of Review
- Brownfield Redevelopment Authority
- Cadillac Area Council for the Arts
- Cadillac-Wexford Transit Authority
- Cadillac West Corridor Improvement Authority
- Cemetery Board
- Civil Service Commission
- Clam River Greenway Committee
- Historic Districts Commission
- Diggins Hill Tennis Court Fundraising Committee
- Downtown Development Authority
- Economic Development Corporation
- Elected Officials Compensation Commission
- Election Commission
- Housing Commission
- Local Development Finance Authority
- Planning Commission
- Retirement Board to Administer Act 345
- Zoning Board of Appeals
- Construction Board of Appeals
- City of Cadillac/Clam Lake Joint Planning Commission
- Other \_\_\_\_\_

**Please print or type:**

Name MARK S. BLIVEN Address [REDACTED]

Telephone: Home [REDACTED] Business/cell [REDACTED]

E-mail [REDACTED] Date available for appointment 08062020

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.

WEXFORD COUNTY HISTORICAL SOCIETY

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.

B.S. HISTORY, EARTH SCIENCE, AND MANAGEMENT MAJORS  
FROM CENTRAL MICHIGAN UNIVERSITY.

STATE OF MICHIGAN: BUILDING TRADES CREW  
LEADER, MAINTENANCE MECHANIC, POWERPLANT  
OPERATOR AND LIGHTHOUSE KEEPER AT OLD MACKINAC  
POINT LIGHTHOUSE IN MACKINAW CITY.

Have you ever worked for the City of Cadillac?  Yes  No  
If yes, please list dates and names of departments.

Why do you have interest in serving on this board/commission/committee?

I ENJOY HELPING PEOPLE RESTORE HOMES AND CARS.  
TO FILL A NEED FOR VOLUNTEERS.

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment, and will you have such time?  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.

- WORK FOR STATE
- I OWN AN HISTORIC HOME
- I HAVE RESTORED OTHER HISTORIC HOMES
- HISTORY IS ONE OF MY HOBBIES

I hereby certify that the preceding information is correct to the best of my knowledge.

Signature Mark S. Bliven Date 0807 2020

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: Marcus Peccia, City Manager  
City of Cadillac  
200 N. Lake St.  
Cadillac MI 49601

*Thank you for giving us the opportunity to consider you for appointment.*

July 28, 2020

Michigan Municipal League Annual Meeting Notice

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

Dear Official:

The Michigan Municipal League Annual Convention will be held as an online virtual conference September 29 - October 2, 2020. The League's "Annual Meeting" is scheduled for 3:00 pm on Tuesday, September 29. The meeting will be held for the following purposes:

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

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

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

In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by August 28, 2020.

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

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> no later than August 28, 2020.

**Voting Delegates must have access to a computer with reliable internet connection and a smartphone. Delegates will be sent login information and instructions the week of Convention.**

We love where you live.



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

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

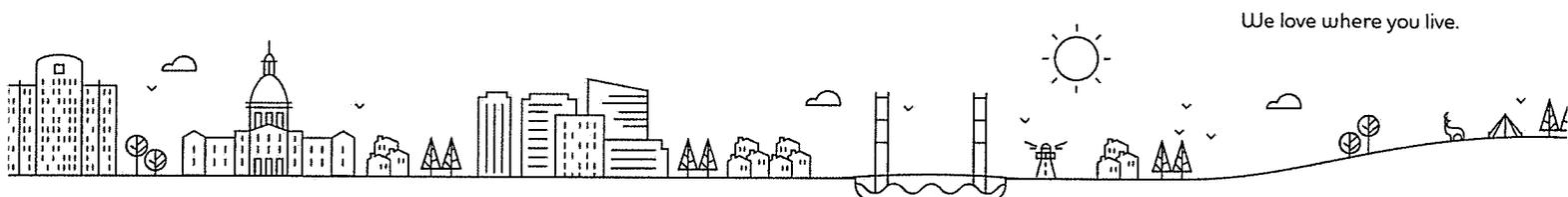
#### 1. Election of Trustees

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

#### 2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and “no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting.” Thus the deadline this year for the League to receive resolutions is **August 28, 2020**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.

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



3. Posting of Proposed Resolutions and Core Legislative Principles

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

The Board of Trustees will meet on Tuesday, September 29 for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

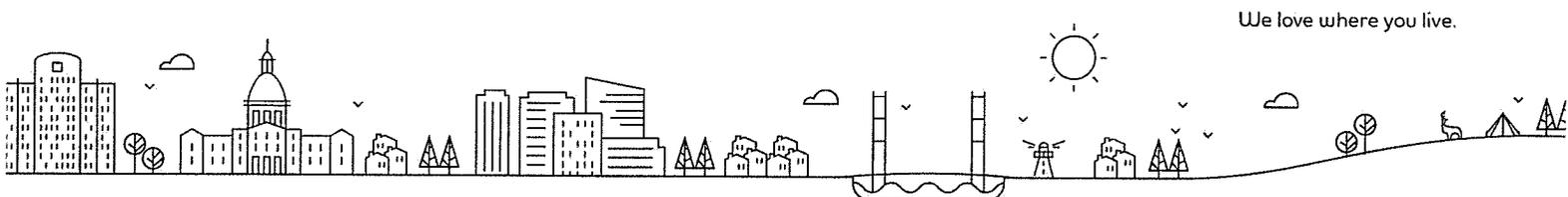
Sincerely,



Brenda F. Moore  
President  
Mayor Pro Tem, City of Saginaw



Daniel P. Gilmartin  
Executive Director & CEO



August 17, 2020

## **Council Communication**

*Re: Wellhead protection grant 20/21*

The City of Cadillac recently applied through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a Wellhead Protection Grant for the 20/21 budget year. The Grant has a cap of \$14,500 and requires a 50% match by the City, with the remaining 50% of the costs reimbursable by the grant. While the grant has not yet been awarded, the City has received this grant on numerous occasions in the past and expect to receive it again this year.

The City historically has worked with Fleis and Vandenbrink (F&V) on wellhead protection matters, including services related to the last round of EGLE grant funding. F&V completed the wellhead protection work for the Crosby Well Field site and are currently in the middle of the 44<sup>th</sup> Road Well Field site wellhead protection plan.

The net cost to the City for the services performed by F&V related to this grant will be under the administrative spending limit of \$7,500. However, total project costs will be equal to the full grant amount and therefore the authorization for F&V to provide the services related to the grant must be awarded through the City Council.

### **Recommended Action:**

Because of the historical knowledge based on prior wellhead protection work provided to the City, it is recommended that the City Council waive competitive bidding and appoint Fleis and Vandenbrink to administer the Wellhead Protection Grant, subject to award of the grant by the State. Total project costs will be \$14,500 with 50% of the costs reimbursed by the grant. Funds for this project are available in the FY2021 budget in the Water and Sewer Fund.

July 22, 2020

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

**RE: Michigan's Wellhead Protection Program (WHPP) Renewal**

Dear Jeff:

Fleis & VandenBrink (F&V) has prepared this proposal to provide grant-eligible services to update your Wellhead Protection Plan (Plan). It has been several years since your Plan was completed and approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). With the ongoing development of the new well field on the south of town, there have been substantial changes to your water supply system since the previous plan was prepared.

Michigan maintains strong state-wide support for local WHPPs. To assist communities in updating their Plans, the State of Michigan is providing matching grant funding to communities. The EGLE has set a 2020/21 grant application deadline of July 31, 2020. The grants are competitive and awarded on a point-scoring basis.

The following narrative describes the seven elements that EGLE requires for an approvable Wellhead Protection Plan Update.

## Scope of Services

### Potential Sources of Contamination

The goal of this element is to identify existing and potential sources of contamination within the Wellhead Protection Area (WHPA). It is recommended that the existing Contaminant Source Inventory (CSI) be updated to identify changes that have occurred since the previous CSI. Our proposed update will include the identification and mapping of current known and potential sources of contamination that are readily available from various state and federal databases. These site types include:

- LUST: Leaking Underground Storage Tanks (EGLE)
- Part 201: Contaminated Sites in Michigan (EGLE)
- NPL: Natural Priority List Superfund Sites (EPA)
- UST: Registered Underground Storage Tank (EGLE). Current denotes a UST that is currently present at the property.
- AST: Registered Aboveground Storage Tanks (EGLE)
- GWD: Ground Water Discharge (EGLE)

4798 Campus Drive  
Kalamazoo, MI 49008  
P: 269.385.0011  
F: 269.382.6972  
www.fveng.com

- O&G: Oil and Gas Well Sites (EGLE-OSGS)
- O&G Contamination Sites (EGLE-OSGS)
- Misc.: Windshield Survey and Local Knowledge Information provided by Local Wellhead Protection Team (Team) Members

For identified contaminated properties located within the WHPA, if requested, we could provide a budget to:

- Coordinate a Freedom of Information Request with the EGLE District Office
- Review available EGLE District files
- Prepare a brief site condition summary based on EGLE records (contaminated matrix, extent, cleanup status, release date, contaminant released, etc.)

We can discuss the advantages of such an approach at a Team meeting.

## Wellhead Protection Area Management

The goal of this element is to provide mechanisms that will prevent existing and potential sources of contamination from reaching the community water supply wells. Management mechanisms can entail a broad range of activities such as:

- establishing enhanced site plan reviews or a general groundwater ordinance to address drinking water protection,
- working to properly plug abandoned wells,
- developing local ordinances to protect groundwater, or
- developing well prohibition or septic inspection ordinances.

F&V would assist the Team in reviewing the strategies developed in your existing Plan and evaluating other management options that may help protect your drinking water supply. F&V would also assist with, or entirely present, recommendations from the Team to your Council.

## Water Supply Emergency Contingency Plans

This element of the Plan will include an evaluation of the immediate and long-term protection of the water supply system by identification of personnel, testing equipment, procedures, and materials that can be used for rapid correction or elimination of environmental accidents that might constitute a water supply emergency.

If requested, we can also work with you to develop a policy to consistently evaluate sites of contamination and a protocol for handling Village requests/demands for environmental testing/monitoring as the result of contamination within your Wellhead Protection Area. A “trigger” mechanism to initiate the construction of new well would also be addressed.

F&V will review your Contingency Plan, confirm it meets minimal EGLE WHPP requirements, and discuss options for enhancements including alternative water supply options during an emergency.

## Wellhead Protection Area Delineation

F&V will review current well field operating conditions for your well field and compare new operations data with the data used in determining your WHPA. If there have been significant operational changes, it may be prudent to update your WHPA delineation to reflect current conditions. If we determine that is the case, F&V will make recommendations to you regarding the most efficient way to update the WHPA.

## Roles and Responsibilities.

The goal of this element is to identify individuals responsible for the development and implementation of your Wellhead Protection Program. F&V will meet with the Team to update the roles and responsibilities outlined in the existing Plan.

## Siting New Wells

F&V will work with the Team in reviewing the current plan for siting future water supplies. As necessary, F&V will assist the Team in updating the process used to secure future water sources.

## Education and Outreach

Education and outreach are the processes in which the elements of the Plan are communicated to those who rely on the drinking water supply or have a current or future role in protecting the supply. There have been many creative programs developed by communities to educate the public, businesses, and students about groundwater protection. F&V will review the existing Plan with the Team to evaluate the success of current education programs and identify other programs that may be a fit for the community.

## Facilitate/Attend Quarterly Wellhead Team Meetings, Prepare EGLE Financial Status Report

A key part of a WHPP is Team involvement. This is best accomplished with focused meetings that wisely use Team members' time. We have assisted our wellhead clients by facilitating several dozens of wellhead protection Team meetings and numerous Council/Board updates. Our involvement in the details of planning numerous WHPP uniquely qualifies us to provide guidance on implementing successful programs that are both practical and EGLE approvable. Our experience with the operations of communities like yours combined with our expert knowledge of EGLE program requirements and EGLE staff expectations helps us effectively complete approvable programs within allowable grant periods.

Accordingly, our Scope of Services includes assisting your community by attending and, if requested, facilitating the four quarterly Team meetings required by EGLE for each grant year. This includes preparing meeting agendas. Our Scope of Services also includes completing quarterly signature ready EGLE required Financial Status Reports.

F&V's Scope of Services will include the preparation of a Wellhead Protection Plan Update, which will document the updates to your Plan.

## Grant Administration

F&V will complete grant administration activities including responding to EGLE requests for additional grant-related information.

## FEES

EGLE has a grant program to assist communities with their WHPP efforts, including renewals. If awarded, the program will provide a minimum of 50% in reimbursements. However, the percentage can increase to 100% based on past work the City has completed since the original WHPP was last approved by EGLE. The process involves including past invoices with an explanation in the upcoming grant application. We will help you in this process of considering what past invoices for activities such as hydrogeological studies or legal/planning work to address groundwater management (including ordinances and public information and education) would qualify.

Overall, we have written dozens of successful applications since the program began in the mid-1990s. Based on a 50% match, we propose the following budget:

<u>Work Description</u>	<u>50% Community Share</u>	<u>50% EGLE Grant Share</u>	<u>Total Budget</u>
Wellhead Protection Plan Update, grant administration, coordination of EGLE reviews and approvals	\$7,250	\$7,250	\$14,500
		<b>Total</b>	<b>\$14,500</b>

Past expenditures may be approved by EGLE as "Local Match". If approved, this would reduce your current share of the work dollar-for-dollar for each historical dollar spent. This determination would be made by EGLE during the grant application process.

We are confident that the above budget will provide us adequate time to conduct a meaningful Plan update. The proposed work would be completed on a lump sum fee basis. F&V's professional services and subcontractors' fees would be invoiced monthly. Work would be completed under the terms and conditions of our existing Professional Services Agreement. If you concur with the Scope of Services and fees, you may authorize us to begin work by signing at the bottom of this letter and returning it to F&V by email to [aponcato@fveng.com](mailto:aponcato@fveng.com). This proposal is valid for 90 days. If your community is not awarded a contract, we will not initiate work unless directed otherwise in writing.

Please let me know if you have any questions.

Sincerely,

FLEIS & VANDENBRINK ENGINEERING, INC.



Jim Brode, CPG  
Senior Project Manager



Brian L. Rice, PE  
Manager, Environmental Services Group

## Work Authorization

*Fleis & VandenBrink (F&V) is hereby authorized to perform Additional Services as detailed in their letter dated **July 22, 2020** and authorized under the existing Professional Services Agreement with F&V dated **August 21, 2013**.*

---

Jeff Dietlin

---

Date

This is **EXHIBIT K**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **September 21, 2018**.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 2**

**The Effective Date of this Amendment is: March 23, 2020.**

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Cadillac, Michigan

Engineer: C2AE

Project: Cadillac Phase II Well Field Development

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Additional/Revised Work Performed by the Engineer:***

- Work to assist the City in completing a DWSRF Funding Application
- Additional Services to investigate the potential purchase/use of an existing MDOT building for use as the Water Department Headquarters.
- Accelerating the design/bidding of the Well Drilling work as a separate contract
- Construction administration, observation and staking for the Well Drilling contract

Agreement Summary:

Original agreement amount (Design Only):	\$ <u>460,000</u>
Net Change for Prior Amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>35,000</u>
Adjusted Agreement amount:	\$ <u>495,000</u>

Change in time for services (days or date, as applicable): NA

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

**OWNER:**  
City of Cadillac, Michigan

**ENGINEER:**  
Capital Consultants, Inc. dba C2AE

By:

Print name: Marcus Peccia

Title: City Manager

Date Signed: \_\_\_\_\_

By:

Print name: Lawrence M. Fox

Title: Project Manager

Date Signed: 6/2/2020

**RESOLUTION NO. \_\_\_\_\_**

**CITY OF CADILLAC  
COUNTY OF WEXFORD, MICHIGAN**

Minutes of a regular meeting of the City Council of the City of Cadillac, County of Wexford, Michigan, held at the City Hall located at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_ p.m., Local Time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**RESOLUTION TO APPROVE AGREEMENT FOR ADMINISTRATIVE SERVICES  
WITH LAKE MITCHELL IMPROVEMENT BOARD, CHERRY GROVE TOWNSHIP,  
AND THE SELMA TOWNSHIP**

WHEREAS, the Lake Mitchell Improvement Board (“LMIB”), is a lake board organized and existing under Part 309 of Act 451 of the Public Acts of 1994, being MCL 324.30901 et seq., (“Part 309”) and has established a special assessment district around Lake Mitchell in Wexford County to fund improvement projects benefiting the lake; and

WHEREAS, the City of Cadillac (“Cadillac”), Selma Township (the “Selma”), and Cherry Grove Township (“Cherry Grove”) are the local units of government in which Lake Mitchell is located; and,

WHEREAS, Cherry Grove has historically provided professional staff services to LMIB and its other constituent local units of government, Cadillac and the Selma, in support of the special assessments imposed by LMIB; and,

WHEREAS, the services provided by Cherry Grove to LMIB are in addition to those required to be performed by the local units of government under Part 309; and

WHEREAS, the parties agree that the cost of such services should be a cost of the LMIB, which are included in the computation of the cost of the LMIB's ongoing lake improvement projects and not borne solely by Cherry Grove; and,

WHEREAS, pursuant to the authority granted in Part 309 and the Urban Cooperation Act, Act 7 of the Public Acts of 1967 (Ex. Sess.), the parties have the authority to enter into such an agreement; and

WHEREAS, legal counsel for Cherry Grove has prepared a proposed Agreement for Administrative Services, in the form on file with the City Clerk (the "Agreement"), setting forth the terms and conditions for the allocation of costs for administrative services; and

Whereas, the City Council has reviewed the proposed Agreement and finds it to be in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED:

1. The City Council hereby approves the Agreement for Administrative Services, in the form on file with the City Clerk, and the Mayor and Clerk are hereby authorized and directed to execute and deliver the same on behalf of the City with such immaterial additions and deletions as they together shall determine, with the assistance of the City's legal counsel, to be in the best interest of the City.

2. The City Clerk is hereby authorized and directed to deliver a certified copy of this resolution to LMIB, Selma, and Cherry Grove.

3. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Sandra Wasson, Clerk  
City of Cadillac

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF WEXFORD    )

I, the undersigned, the duly qualified and acting Clerk of the City Council of the City of Cadillac, Wexford County, Michigan (the “City”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereto affixed my official signature this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Sandra Wasson, Clerk  
City of Cadillac

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT (“Agreement”) entered into on the dates shown below and dated as of the date the last party approves it, by and among the LAKE MITCHELL IMPROVEMENT BOARD (“LMIB”), a lake board organized existing under Part 309 of Act 451 of the Public Acts of 1994, being MCL 324.30901 *et seq.*, (“Part 309”), CHERRY GROVE TOWNSHIP, a general law township (“Cherry Grove”), SELMA TOWNSHIP, a general law township (“Selma”), and the CITY OF CADILLAC, a home rule city (“Cadillac”);

WHEREAS, pursuant to Part 309, the LMIB has established a special assessment district around Lake Mitchell in Wexford County to fund improvement projects benefiting the lake; and

WHEREAS, Cherry Grove, Cadillac, and Selma are the local units of government in which Lake Mitchell is located; and,

WHEREAS, Cherry Grove has historically provided professional staff services to LMIB and its other constituent local units of government, Cadillac and Selma, in support of the special assessments imposed by LMIB; and,

WHEREAS, the services provided by Cherry Grove to LMIB are in addition to those required to be performed by the local units of government under Part 309; and

WHEREAS, the parties agree that the cost of such services should be a cost of the LMIB, which are included in the computation of the cost of the LMIB’s ongoing lake improvement projects and not borne solely by Cherry Grove; and,

WHEREAS, pursuant to the authority granted in Part 309 and the Urban Cooperation Act, Act 7 of the Public Acts of 1967 (Ex. Sess.), the parties have the authority to enter into this Agreement;

THEREFORE, in consideration of mutual promises and covenants contained herein, the parties agree as follows:

1. Professional Staff Services. Cherry Grove will continue to perform professional staff services of behalf of LMIB, Cadillac, and Selma consisting of the following: input and maintenance of assessment roll for the LMIB in the township's BS&A tax database, preparing changes to the database based on transfers of property, banking deposits and statement reconciliations for collected special assessment revenues, preparing financial and other reports for LMIB, preparing financial statements for auditors, providing phone consultations with lenders and others regarding the delinquency status of special assessments, paying bills of the LMIB from LMIB funds in Cherry Grove's possession, and other services related to the special assessments or improvement projects undertaken by LMIB.

2. Local Unit Services. Cadillac and Selma will each cause their clerks to deliver to their respective treasurers, the special assessment roll as from time to time prepared, adopted and confirmed by the LMIB, which assessment rolls shall have attached the clerks' warrants commanding the treasurers to collect the assessments in accordance with directions from the LMIB and Part 309. Cherry Grove will maintain the LMIB-confirmed special assessment rolls for Cadillac and Selma, will continue to bill Cadillac and Selma residents for such assessments, will collect special assessment payments from Cadillac and Selma residents on behalf of the Cadillac and Selma treasurers, and periodically account for the special assessment revenues collected to LMIB, Cadillac and Selma. In addition, Cherry Grove will report to the treasurers of Cadillac and Selma the names and parcels of persons who are delinquent in the payment of assessments, the amount of the delinquency, including accrued interest and penalties computed to September 1 of

each year, so the treasurers may report the same to the LMIB for certification to the assessing officials in each of the local units of government.

3. Standard of Performance. In the performance of the services described in Paragraphs 1 and 2, Cherry Grove will exercise the same level of reasonable care as is used in the performance of the same duties on its own behalf.

4. Service Fee. LMIB agrees to pay to Cherry Grove the sum of \$1,250.00 per year for all services to be provided pursuant to this Agreement. The annual fee shall be paid in equal quarterly installments of \$312.50 payable on January 1, April 1, July 1 and October 1 of each year. The parties agree that this cost is properly included in the computation of the entire cost of the LMIB projects supported by the special assessment.

5. Effective Date. This Agreement will be effective upon approval by the governing bodies of each of the parties and execution hereof by the authorized representatives of each party. The date the last party approves and signs it shall be the Effective Date of this Agreement.

6. Term and Termination. This Agreement shall commence on the Effective Date and continue until terminated in one of the ways provided in this Agreement. This Agreement shall terminate: (a) automatically upon expiration or termination of the LMIB special assessment district, (b) automatically upon the dissolution of the LMIB pursuant to Part 309, or (c) upon sixty (60) days' written notice of termination from any party to the other parties, which may be given with or without cause.

7. Miscellaneous. This Agreement is entered into in the State of Michigan and shall be construed in accordance with the laws thereof. This Agreement is solely for the benefit of the parties and there are no intended third party beneficiaries to this Agreement. This Agreement may not be amended except in writing and with the approval of each party's governing body. This

Agreement may be executed in multiple counterparts, each of which, including scanned, faxed and “pdf” signatures, shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have set their hands by their authorized representatives on the dates indicated below.

Dated: \_\_\_\_\_, 2020.

Lake Mitchell Improvement Board

\_\_\_\_\_  
By:  
Its: President  
Agreement approved by the LMIB on  
\_\_ day of \_\_\_\_\_, 2020.

Dated: \_\_\_\_\_, 2020.

Cherry Grove Township

\_\_\_\_\_  
By: Kathy Adams  
Its: Supervisor  
Agreement approved by Cherry  
Grove Township Board of Trustees  
on \_\_ day of \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

City of Cadillac

\_\_\_\_\_  
By:  
Its Clerk  
Agreement approved by Cadillac City  
Council on \_\_ day of \_\_\_\_\_, 2020

Dated: \_\_\_\_\_, 2020

Selma Township

\_\_\_\_\_  
By:  
Its Supervisor  
Agreement approved by Selma  
Township Board of Trustees on \_\_  
day of \_\_\_\_\_, 2020



**SPECIAL MEETING MINUTES  
CADILLAC PLANNING COMMISSION  
October 14, 2019 6:00 P.M.**

**CALL TO ORDER**

Chairman Putvin called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL**

MEMBERS PRESENT: Filkins, Schultz, Bunce, Gregg, Putvin

STAFF PRESENT: Wallace, Peccia, Laura Genovich

**APPROVAL OF AGENDA**

Motion by Filkins, supported by Gregg to approve the agenda for the October 14, 2019 special meeting. Motion passed unanimously.

**PUBLIC COMMENTS:** None.

**APPROVAL OF PLANNING COMMISSION MINUTES FROM SEPTEMBER 23, 2019  
REGULAR MEETING**

Motion by Gregg, supported by Bunce to approve the minutes from the September 23, 2019 regular meeting. Motion passed unanimously.

Prior to opening the public hearings as listed on the agenda, Wallace made a presentation on the drafts on the medical and recreational marihuana zoning ordinance amendments.

Wallace stated the City Council adopted two ordinances that set into motion how many medical and recreational establishments can be allowed in the City. The Planning Commission must now determine where these establishments should be located. To determine this, three categories were identified: growing operation, processing/transporting/safety compliance, and retail operations.

Growing operations were felt to belong in the I-1 and I-2 Industrial zoning districts, with processing/transporting/safety compliance also in I-1 and I-2 districts. Retail operations would fall within portions of the B-2, B-3, and TS-2 zoning districts. Only certain parcels within these districts would be eligible for the retail. They would have to be on parcels that were touching specific roads, those being Mitchell Street, Paluster Street, M-55, and M-115. On Mitchell Street between North Street and South Street the retailer must be located on an upper level or sub-grade

level of a building and not on the ground level, with grade and ground level being measured at Mitchell Street. In addition, the entrance for the retailer must face the alley located behind the building and not be on Mitchell Street. A retailer in the TS-2 district must be located on a parcel that has frontage on M-115 or M-55 except that no retailers may be located on any parcel with frontage on Lake Cadillac.

State requirements speak to a 1000 foot separation from schools. The City is free to establish that requirement and in some cases could reduce that by its own action. Initially there was concern about whether this separation would start to eliminate most of the industrial parcels from consideration but it now appears that we are not prohibiting any of the uses in the first two categories from locating in the I-1 or I-2 districts.

There may be some minor changes to the distancing regulations proposed.

There would be zero designated consumption establishments where people use on the premises. There shall be zero temporary marihuana events.

All processes to be approved for a marihuana establishment, whether medical or recreational, would be done by Special Use Permit process. Any such permit granted for a marihuana establishment or facility is unique and specific to the applicant and would not run with the land. The Special Use Permit may be transferred to another marihuana establishment only with City approval and subject to Section 10.2-04 of the City Code.

Peccia spoke briefly about the spatial separation distances. He stated that when going through the draft language, there was further understanding gained as to how the spatial separation will work in terms of retail uses. He clarified the language in the packets presented to the Commission, with changes made on Page 5, Section 8 regarding minimum distancing regulations.

Wallace said with respect to design, the ordinance draft presented to the Commission tonight included design standards for the exterior of the building. He has looked at different images of the retail stores coming in from some of the people who are likely to be interested, and they are high quality buildings, both interior and exterior.

Putvin asked if there was anyone from the audience with questions for staff. There were none.

## **PUBLIC HEARINGS**

Chairman Putvin opened the public hearing to consider an ordinance to regulate certain medical marihuana facilities operated in accordance with state law. He asked if anyone wished to speak in favor or against the proposal. There being none, Putvin closed the public hearing. Board had no comments. Motion by Gregg, seconded by Filkins to recommend that the City Council approve the proposed ordinance to amend the Zoning Ordinance to regulate certain medical marihuana facilities operated in accordance with State law as amended this evening. Motion passed unanimously.

Chairman Putvin opened the public hearing to consider an ordinance to regulate certain recreational/adult use marihuana establishments operated in accordance with state law. He asked if anyone wished to speak in favor or against the proposal. There being none, Putvin closed the public hearing. Board had no comments. Motion by Gregg, seconded by Bunce to recommend that the City Council approve the proposed ordinance to amend the Zoning Ordinance to regulate certain recreational/adult use marihuana establishments operated in accordance with State law as amended this evening. Motion passed unanimously.

**NEW BUSINESS** – None.

**OLD BUSINESS** – None.

**BOARD MEMBERS COMMENTS** – Putvin inquired about the status of Cadillac Castle. Peccia stated that any further development on that project is pending the determination from the State as to whether or not the tax credits will be awarded, which should be determined by the end of the calendar year. Putvin asked about Better Bodies site. Peccia said there will be a request to City Council at their next meeting to approve a tasting-type liquor license.

**COMMUNICATIONS** – None.

**PUBLIC COMMENTS** – None.

**OTHER BUSINESS** – None.

**ADJOURN** – There being no additional business, Putvin adjourned the meeting at 6:27 p.m.