City Council Meeting

November 16, 2020
6:00 p.m.

By Remote Electronic Participation

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

November 16, 2020 City Council Meeting Agenda
6 p.m. 200 N. Lake St. – Cadillac, MI 49601
Meeting held by remote electronic participation.

We are all accountable

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. PUBLIC HEARINGS

A. Public hearing to consider adoption of Ordinance to Amend Section 10-2 of Chapter 10 of the Cadillac City Code (Recreational Marihuana Establishments).
Support Document III-A

B. Public hearing to consider adoption of Ordinance to Amend Section 10-3 of Chapter 10 of the Cadillac City Code (Medical Marihuana Facilities).
Support Document III-B

IV. COMMUNICATIONS

A. Lighted Garland Banner
Support Document IV-A

V. APPOINTMENTS

A. Recommendation regarding appointment to the Corridor Improvement Authority/Cadillac West Resort Area.
Support Document V-A

B. Recommendation regarding reappointment to the Planning Commission.
Support Document V-B

VI. CITY MANAGER'S REPORT

A. Michigan Tax Achievement Award Presentation.
Support Document VI-A

B. Bids and recommendation regarding Inductively Coupled Plasma Mass Spectrometer.
Support Document VI-B

C. Emergency Replacement of Boiler at Cadillac Community Center (Naval Reserve).
Support Document VI-C

D. North Flight & Mobile Medical Response Assignment Agreement.
Support Document VI-D

E. Trailhead at Cadillac Commons Project Update.

F. COVID-19 Update

VII. INTRODUCTION OF ORDINANCES

A. Adopt Resolution to Introduce Ordinance Amending the City's Zoning Ordinance Regarding Pedestrian Sidewalks and Bike Parking and set a public hearing for December 7, 2020.
Support Document VII-A

VIII. MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

A. Planning Commission
Support Document VIII-A

B. Downtown Development Authority
Support Document VIII-B

C. Cadillac-Wexford Airport Authority
Support Document VIII-C

D. Zoning Board of Appeals
Support Document VIII-D

IX. PUBLIC COMMENTS

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

X. GOOD OF THE ORDER

XI. CLOSED SESSION

Adjourn to closed session for strategy and negotiation sessions connected with the negotiation of collective bargaining agreements and to consult with the City Attorney to discuss trial or settlement strategy in connection with pending litigation in the matter of Donald W. Cubitt, as Next Friend of Donald B. Cubitt, v City of Cadillac Police Department, et al, US District Court, Western District of Michigan, Southern Division Case No. 1:20-cv-01084 because the discussion in public would have a detrimental effect on the litigating or settlement position of the City.

XII. ADJOURNMENT

Core Values (R.I.T.E.)
Respect
Integrity
Trust
Excellence

Guiding Behaviors
We support each other in serving our community
We communicate openly, honestly, respectfully, and directly
We are fully present
We are all accountable
We trust and assume goodness in intentions
We are continuous learners

City Council

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

Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Bryan Elenbaas
Robert J. Engels
Stephen King

RESOLUTION NO. 2020-______

RESOLUTION TO ADOPT
AN ORDINANCE TO AMEND SECTION 10-2 OF CHAPTER 10 OF THE CADILLAC CITY CODE (RECREATIONAL MARIHUANA ESTABLISHMENTS)

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 16th day of November, 2020, at 6:00 p.m.

PRESENT: ____

ABSENT: ____

The following preamble and resolution was offered by ________________________and seconded by __________________________ .

WHEREAS, on September 3, 2019, the City adopted its Ordinance to Add New Section 10-2 to Chapter 10 of the Cadillac City Code to Allow Certain Recreational Marihuana Establishments Operated in Accordance with State Law ("Recreational Marihuana Ordinance"); and

WHEREAS, the City wishes to amend the Recreational Marihuana Ordinance to (1) allow the City Manager to periodically open a new receipt period and establish a deadline for applications for any establishment type for which licenses remain available; and (2) extend the time period for submitting paperwork for the establishment-specific step of the application for a state operating license to LARA to sixty (60) days after receipt of the certificate of occupancy for the establishment; and

WHEREAS, on October 19, 2020, the City introduced an Ordinance to Amend 10-2 of Chapter 20 of the Cadillac City Code (Recreational Marihuana Establishments) (the "Ordinance" attached as Exhibit A); and

WHEREAS, the City held the duly noticed public hearing by electronic means on November 16, 2020; and

WHEREAS, following the public hearing, the City has determined that it is in the best interests of the public health, safety, and welfare to adopt the proposed Ordinance.

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

1. Ordinance No. 2020-____, Ordinance to Amend 10-2 of Chapter 20 of the Cadillac City Code (Recreational Marihuana Establishments) (the "Ordinance," attached as Exhibit A), is hereby adopted.

2. The Ordinance shall be filed with the City Clerk.

3. The City Clerk is directed to publish a Notice of Adoption within seven (7) days after its adoption.

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 16th day of November, 2020.

Sandra Wasson
Cadillac City Clerk

City Council

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

ORDINANCE NO. 2020-09

AN ORDINANCE TO AMEND SECTION 10-2 OF CHAPTER 10 OF THE CADILLAC CITY CODE (RECREATIONAL MARIHUANA ESTABLISHMENTS)

Section 1. Amendment of Section 10-2.03(c). Section 10-2.03(c) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(c) *Initial receipt period set by resolution.*

(1) For any establishment type subject to numerical limitations under section 10-2.02, the initial receipt period will commence on December 9, 2019, and will end on February 28, 2020, at 4:00 P.M. The city council may extend this initial receipt period by resolution.

(2) Thereafter, from time to time, the City Manager may open a new receipt period and establish a deadline for applications for any establishment type for which licenses remain available under the numerical limitations in Section 10-2.02. Each receipt period must last for at least thirty (30) days. The City will post notice of each new receipt period on its website.

Section 2. Amendment of Section 10-2.03(f). Section 10-2.03(f) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(f) *Final authorization.* The Clerk will grant final authorization for the establishment if the applicant:

(1) Submits the paperwork for the establishment-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the establishment.

Section 3. Publication and Effective Date. The City Clerk will cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance will take effect 20 days after its adoption.

YEAS: Council Member(s) ____________________

NAYS: Council Member(s)____________________

ABSTAIN: Council Member(s)____________________

ABSENT: Council Member(s)____

CERTIFICATION

As the City Clerk of the City of Cadillac, Wexford County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Cadillac City Council at a meeting held on______________, 2020.

Date: _____________, 2020

____
Carla Filkins, Mayor

Date: _____________, 2020

____
Sandra Wasson, City Clerk

Introduced: ____________________, 2020

Adopted: ____________________, 2020

Published: ____________________, 2020

Effective: ____________________, 2020

City Council

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

Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Bryan Elenbaas
Robert J. Engels
Stephen King

RESOLUTION NO. 2020-______

**RESOLUTION TO ADOPT
AN ORDINANCE TO AMEND SECTION 10-3 OF CHAPTER 10 OF THE CADILLAC CITY CODE (MEDICAL MARIHUANA FACILITIES)**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 16th day of November, 2020, at 6:00 p.m.

PRESENT: ____

ABSENT: ____

The following preamble and resolution was offered by ________________________and seconded by __________________________ .

WHEREAS, on September 3, 2019, the City adopted its Ordinance to Add New Section 10-3 to Chapter 10 of the Cadillac City Code to Allow Certain Medical Marihuana Facilities Operated in Accordance with State Law ("Medical Marihuana Ordinance"); and

WHEREAS, the City wishes to amend the Medical Marihuana Ordinance to (1) allow the City Manager to periodically open a new receipt period and establish a deadline for applications for any facility type for which licenses remain available; and (2) extend the time period for submitting paperwork for the facility-specific step of the application for a state operating license to LARA to sixty (60) days after receipt of the certificate of occupancy for the facility; and

WHEREAS, on October 19, 2020, the City introduced an Ordinance to Amend 10-3 of Chapter 20 of the Cadillac City Code (Medical Marihuana Facilities) (the "Ordinance" attached as Exhibit A); and

WHEREAS, the City held the duly noticed public hearing by electronic means on November 16, 2020; and

WHEREAS, following the public hearing, the City has determined that it is in the best interests of the public health, safety, and welfare to adopt the proposed Ordinance.

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

1. Ordinance No. 2020-____, Ordinance to Amend Section 10-3 of Chapter 20 of the Cadillac City Code (Medical Marihuana Facilities) (the "Ordinance," attached as Exhibit A), is hereby adopted.

2. The Ordinance shall be filed with the City Clerk.

3. The City Clerk is directed to publish a Notice of Adoption within seven (7) days after its adoption.

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 16th day of November, 2020.

Sandra Wasson
Cadillac City Clerk

City Council

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

Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

ORDINANCE NO. 2020-10

AN ORDINANCE TO AMEND SECTION 10-3 OF CHAPTER 10 OF THE CADILLAC CITY CODE (MEDICAL MARIHUANA FACILITIES)

Section 1. Amendment of Section 10-3.03(c). Section 10-3.03(c) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(c) *Initial receipt period set by resolution.*

(1) For any facility type subject to numerical limitations under section 10-3.02, the initial receipt period will commence on December 9, 2019, and will end on February 28, 2020, at 4:00 P.M. The city council may extend this initial receipt period by resolution.

(2) Thereafter, from time to time, the City Manager may open a new receipt period and establish a deadline for applications for any facility type for which licenses remain available under the numerical limitations in Section 10-3.02. Each receipt period must last for at least thirty (30) days. The City will post notice of each new receipt period on its website.

Section 2. Amendment of Section 10-3.03(f). Section 10-3.03(f) of Chapter 10 of the Cadillac City Code is hereby amended as follows:

(f) *Final authorization.* The Clerk will grant final authorization for the facility if the applicant:

(1) **Submits the paperwork for the facility-specific step of the application for a state operating license to LARA within sixty (60) days after receiving a certificate of occupancy for the facility.**

Section 3. Publication and Effective Date. The City Clerk will cause to be published a notice of adoption of this ordinance within 10 days of the date of its adoption. This ordinance will take effect 20 days after its adoption.

YEAS: Council Member(s) ____________________

NAYS: Council Member(s) ____________________

ABSTAIN: Council Member(s)____

ABSENT: Council Member(s)____

CERTIFICATION

As the City Clerk of the City of Cadillac, Wexford County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the Cadillac City Council at a meeting held on _____________, 2020.

Date: _____________, 2020

____
Carla Filkins, Mayor

Date: _____________, 2020

____
Sandra Wasson, City Clerk

Introduced: ____________________, 2020

Adopted: ____________________, 2020

Published: ____________________, 2020

Effective: ____________________, 2020

CITY OF CADILLAC MICHIGAN

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

Today's Date 11/4/2020

City Received Date RECEIVED NOV 4 2020 By JA

MUST BE OFFICIALLY CITY DATE STAMP

Banner Request Form

Monday Banner Start Date 11/23/2020 **Monday Banner End Date** 1/4/2020

(Banners are installed and removed on Mondays unless it is a Holiday, then it will be the following day)
(Banners may only be requested for one week at a time per form)

Reason for Banner lighted draped garland for the Holidays
Organization City of Cadillac Contact Person Ken Payne
Contact Phone 231-920-7800 Contact Email kpayne@cadillac-mi.net

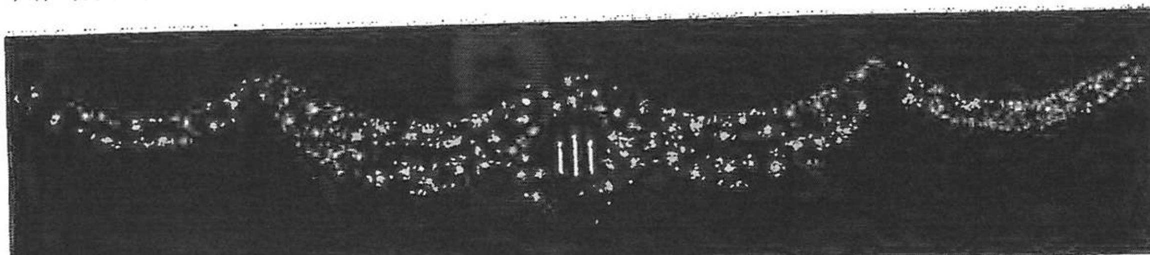
City of Cadillac & State of Michigan Guidelines:

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

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

Print Name Juanita Aiile Signature [signature] Date 11/4/20

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



40' DOUBLE DRAPE, 60" CANDLE WREATH, 18" & 24" NYLON BOWS | 1165728

[illegible]

November 16, 2020

COUNCIL COMMUNICATION

Re: Appointment of Shannon Hamner to a Four-Year Term on the Corridor Improvement Authority/Cadillac West Resort Area

Shannon has submitted her application and expressed interest in serving on the Corridor Improvement Authority/Cadillac West Resort Area for a four-year term.

Recommended Council Action:

Motion to appoint Shannon Hamner to a four-year term on the Corridor Improvement Authority/Cadillac West Resort Area, which will end on 11/16/2024.

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 Shannon Hamner Address [redacted]

Telephone: Home ____________________ Business/cell [redacted]

E-mail [redacted] Date available for appointment ____________________

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.

2007-2013 Board Member for Cadillac Area Chamber of Commerce Cadillac Leadership Series

Member of 100+ Women Who Care

Member of The Cadillac Area Women's Giving Circle

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.

I have a bachelors degree in marketing and was employed with Munson Healthcare Cadillac Hospital for almost 24 years. My duties included development and oversight of marketing/communications activities, various organizational events/publications, as well as public relations management. It was essential to be active in community events and cultivate relationships with other community leaders.

I am currently employed with Wolverine Power Cooperative where I am responsible for building, supporting, and developing key internal/external messages and communications materials for the staff and Wolverine's members. Although this position is new for me, it is giving me an opportunity to learn about and connect with a completely different industry.

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?

There are a few reasons, including a desire to get involved in the community where I grew up and am now raising my children. I strongly believe in community involvement and care deeply about the success and growth of the Cadillac area. It is an opportunity to give back and learn at the same time.

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 X • 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? X • Yes • • No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

I believe I can bring a wealth of local knowledge in healthcare and industry through the 24 years of marketing and communications experience that I have gained working in the Cadillac community.

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

Signature [signature] Date 11/6/2020

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.

Shannon L. Hamner

[redacted]

[redacted]

Energetic community relations and marketing professional with more than 20 years of experience in the healthcare community. Experience in marketing and communications, social media, media/public relations and corporate and community events.

EXPERIENCE

JUNE 2020 – PRESENT

COMMUNICATIONS SPECIALIST

WOLVERINE POWER COOPERATIVE

- Write and design all internal and external communications including articles, newsletters, presentations, reports, website content, press and news releases, and other communication projects as required
- Lead additional communication and marketing efforts, by collaborating with and assisting the Michigan Electric Cooperative Association (MECA) and the member-cooperatives with communication efforts, photographing cooperative events, and supporting other departments with presentation development and communication projects
- Create, manage, and advance communications to share regular, timely information with Wolverine directors and members' key staff
- Identify, recommend, and place advertising and other media in support of Wolverine and its members marketing initiatives

JUNE 2013 – JUNE 2020

MARKETING & COMMUNICATIONS MANAGER

MUNSON HEALTHCARE CADILLAC HOSPITAL

- Responsible for the development and oversight of Marketing/Communications activities as well as various organizational events/publications
- Manage hospital's reputation by serving as a PR and media relations contact
- Develop relationships with local media organizations, proactively manages PR strategies, participates in the development of news releases and key messages, and responds to media requests
- Manage local crisis communication plans, and serves as a Public Information Officer during emergencies
- Maintain the organization's internet/intranet sites as well as its social media presence
- Develop, implement and manage internal and external communications and marketing programs in conjunction with organizational strategic objectives
- Develop, manage and implement communications plans with measurable objectives, reporting mechanisms and budgets. Collaborate with department directors in the development of communications plans
- Develop, maintain and deepen relationships with key business leaders, community based organizations and providers
- Schedule, coordinate and participate in community events

JUNE 2006 – JUNE 2013

COMMUNICATION SPECIALIST

MERCY HOSPITAL CADILLAC

- Assist in analyzing service line marketing strategies that support service line growth
- Provide technical assistance from planning to production of internal and external communications materials for service lines, departments, and programs
- Responsible for marketing and advertising design including print, copywriting, commercials, billboards and collateral materials; coordinate video and photo shoots
- Facilitate media coverage. Maintain positive media relations by informing media of possible story ideas related to hospital programs, services, and activities
- Plan events including press conferences and community-wide hospital celebrations
- Develop and oversee publicity for the opening of a new rehab center and new digital mammography technology
- Write, edit, and publish employee newsletter

NOVEMBER 1999 – JUNE 2006

CHARITABLE GIVING SPECIALIST

MERCY HOSPITAL CADILLAC FOUNDATION

- Assisted in preparing community announcements and handling media inquiries
- Assisted in marketing and advertising design including commercials, billboards and collateral materials; coordinated photo shoots
- Database management: mastered the fundraising software, Raiser's Edge
- Responsible for supporting fundraising activities by organizing mass mailings and managing sensitive information

EDUCATION

MAY 2018

BACHELOR OF BUSINESS, DAVENPORT UNIVERSITY

Obtained a GPA of 3.3 and majored in Marketing

JUNE 2004

ASSOCIATE OF BUSINESS ADMINISTRATION, BAKER COLLEGE OF CADILLAC

Obtained a GPA of 3.8 and graduated Suma Cum Laude

SKILLS

- Business and creative writing, creative thinking and problem solving
- Networking, community leadership/involvement
- Computer skills: Microsoft Word, PowerPoint, Excel, Publisher, Adobe InDesign and PhotoShop; experience with Web site design

ACTIVITIES

- 2007-2013 Board Member for Cadillac Area Chamber of Commerce Cadillac Leadership Series
- 2006-2007 Cadillac Area Chamber of Commerce Cadillac Leadership Class

November 16, 2020

COUNCIL COMMUNICATION

Re: Reappointment of Joseph Baumann to a Three-Year Term on the Planning Commission

Joseph Baumann has expressed his interest in being reappointed to serve as a member on the Planning Commission for a three-year term. He was first appointed in November of 2017.

Recommended Council Action:

Motion to reappoint Joseph Baumann to a three-year term on the Planning Commission which will end on 11/16/2020.

CERTIFICATE of ACHIEVEMENT

Michigan Assessors Association Acknowledges

CITY OF CADILLAC

Successfully Passed the State Tax Commission's 2019 Audit of Minimum Assessing Requirements

Wexford County Assessing Units Established the AMAR "Gold Standard" of Success

October 21, 2020

John Dahlquist

2020 MAA President

November 16, 2020

Council Communication

Re: *Inductively Coupled Plasma Mass Spectrometer*

The FY2021 budget for the Water and Sewer Fund includes an appropriation of $150,000 for the purchase of an inductively coupled plasma mass spectrometer. The City solicited competitive bids for this replacement unit and the following bids were received:

Vendor	Bid
Analytik Jena U.S. Beverly, MA	$ 139,978.79
Agilent Technologies, Inc. Wilmington, DE	$ 101,550.41
Perkin Elmer Downers Grove, IL	$ 121,548.56
Thermo Fisher Scientific West Palm Beach, FL	$ 103,014.82

This purchase **was not** frozen pursuant to the Cadillac Pandemic Financial Response plan because of the critical nature of this equipment to the operations of the City's laboratory.

Recommended Action
It is recommended that the purchase of an inductively coupled plasma mass spectrometer be awarded to Agilent Technologies, Inc for $101,550.41. It is also recommended to add the purchase of an integrated cover kit for an additional $439.98. This kit was not included in any of the bids received. The total cost would be **$101,990.39**. Funds are available in the Water and Sewer Fund.

November 16, 2020

Council Communication

Re: Emergency Replacement of Boiler at Cadillac Community Center (Naval Reserve)

The main steam boiler that provides all the heat for the Cadillac Community Center recently experienced a catastrophic failure. The failure caused melting of various components of the boiler, and even burned a small portion of the furnace. Fortunately, safety sensors on the unit prevented any further fire and limited the damage to the boiler unit only.

Because of the urgency of the need to replace the unit and restore heat to the facility where several tenants of the City are housed, City staff immediately sought quotes for the replacement and secured a contractor to get the unit ordered. With a 2-3 week lead time required for ordering the parts and scheduling the installation, as well as the time needed to secure quotes for the replacement, any additional delay would have left the tenants of the facility unable to conduct their activities at the site for an extended period of time.

Even with the emergency situation, City staff sought quotes from several mechanical contractors. The following quotes were received:

Vendor	Bid
Maveric Mechanical	$16,926.00
Advanced Mechanical	$16,224.39
Durant Plumbing & Heating	* No Quote
Pluger Mechanical	* No Quote

The lowest quote from Advanced Mechanical was accepted and the contractor was given the approval to immediately order the parts and materials and get the replacement done as quickly as possible. All parts have now been received and as of November 12 the work on the project has begun. It is expected that the project will be complete within a week of when work started.

Recommended Action
There is no action for City Council to take at this time. Once the project billing has been received, the cost of the replacement will need to be amended into the FY2021 budget for the facility, as well as a transfer from the General Fund to cover the full replacement cost.

November 16, 2020

Council Communication

RE: North Flight & Mobile Medical Response Assignment Agreement

North Flight, the company that the City has an agreement with for the provision of emergency medical services (EMS) is in the final stages of merging with a non-profit called Mobile Medical Response (MMR), and requires that our current agreement be allowed to be assigned to MMR. It is anticipated that the merger will be complete by December 1, 2020, and this assignment is an open item that ideally should be done as soon as possible.

For reference, MMR's majority owners include Saginaw St. Mary's Ascension Health and Covenant Cooper. Munson Health, which owns North Flight will become a minority partner, and as a part of the merger, is transferring all assets and employees to MMR. Munson will have a seat on their Board of Directors as well as their Finance Board.

Pursuant to paragraph 12 of the original agreement, the parties must approve the assignment of the agreement in writing, and because Munson desires to assign the agreement to Mobile Medical Response, who has agreed to assume all of the rights, duties and obligations under the agreement, the recommendation if for Council to consider approving the assignment by making a motion to direct the City Manager to execute the following assignment agreement.

Recommended Action
If acceptable, a motion of support directing the City Manager to execute the Assignment Agreement between the City of Cadillac and North Flight, Inc. for Firefighter Staffing Services to Mobile Medical Response.

November 6, 2020

To: The City of Cadillac Fire Department
200 North Lake
Cadillac, MI 49601
Attn: Director of Public Safety

Re: Notification and Consent to Assignment of Agreement Between the City of Cadillac and North Flight, Inc. for Firefighter Staffing Services to Mobile Medical Response

Reference is made to that certain Agreement for Firefighter Staffing Services, effective as of April 6, 2002, as amended by that certain First Amendment of Agreement, effective as of April 6, 2007, by and between the City of Cadillac ("Cadillac") and North Flight, Inc. ("North Flight") (the "Agreement").

Pursuant to the terms of a certain Contribution Agreement, dated September 16, 2020, by and among Mobile Medical Response, Inc. ("MMR"), North Flight and Munson Healthcare (the "Contribution Agreement"), North Flight has agreed to assign to MMR, and MMR has agreed assume from North Flight, all of North Flight's rights, duties, and obligations under the Agreement that are to be performed or incurred after the effective time of such assignment, which is expected to occur on or about December 1, 2020 (the "Assignment").

The Agreement contains certain provisions that require Cadillac's consent in connection with the Assignment. By signing below, Cadillac hereby provides such consent and confirms that upon completion of the Assignment, the Agreement shall remain in full force and effect with MMR, subject only to the terms and conditions thereof.

Contact information for MMR is as follows:

Mobile Medical Response
834 S. Washington Ave.
Saginaw, MI 48601
(989) 758-2900
www.mobilemedical.org

If for any reason the Assignment does not occur, we will notify you.

Thank you in advance for your attention to this matter.

Sincerely,

NORTH FLIGHT, INC.

By: Paul Owens
Name: Paul Owens
Title: General Manager

ACKNOWLEDGED AND AGREED:

CITY OF CADILLAC

By: ______________________________
Name:
Title:

2019006

1105 Sixth St.
Traverse City, MI 49684
northflightems.org

FIRST AMENDMENT OF AGREEMENT

THIS FIRST AMENDMENT OF AGREEMENT is made effective April 6, 2007, by and between **NORTH FLIGHT, INC.**, a Michigan nonprofit corporation ("NF"), with offices located at 1105 Sixth Street, Traverse City, Michigan 49684 and **CITY OF CADILLAC**, a Michigan municipal corporation ("City), with offices located at 200 North Lake, Cadillac, Michigan 49601.

RECITALS

NF and City entered into an Agreement on April 6, 2002. Said Agreement is **attached hereto as Exhibit A.**

NF and City desire to amend the Agreement, specifically **Section 3** (Responsibilities of North Flight), **Section 7** (Term and Termination), and **Section 9** (Notices).

NOW THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RESPONSIBILITIES OF NORTH FLIGHT

3.1 North Flight shall provide the City Public Safety Director with the number of EMS calls for the ambulance staffed by City of Cadillac Fire Fighter/EMTs and the percentage of the calls that originate outside the primary response area (City of Cadillac and Clam Lake Township). Also included shall be a summary of county-wide EMS calls. Such information shall be provided on a monthly basis.

3.2 Payment to the City: North Flight shall pay to the City an annual amount, as set forth in the table below, for emergency/non-emergency medical transport services within the boundaries of City of Cadillac, Clam Lake and Wexford County. Such payment shall be made by North Flight to the City in equal monthly installments on or before the 20th day of each month following the month of service. Said annual payment will increase by three percent (3%) each year so long as the contract is in full force and effect, as set forth in the table as follows:

Year	Amount	Monthly Installment
April 6, 2007	$52,167.34	$4,347.28
April 6, 2008	$53,732.36	$4,477.70
April 6, 2009	$55,344.33	$4,612.03
April 6, 2010	$57,004.66	$4,750.39
April 6, 2011	$58,714.80	$4,892.90

3.3 Continuing Education: North Flight agrees to provide, at its expense, supplementary education courses for career firefighters. The courses will include CPR, ACLS, and trauma courses (i.e., PHTLS, FTC or ITLS).

Aditional continuing education courses will be offered as requested by the City of Cadillac Fire Department.

3.9 Primary Response Area: The primary response area for the ambulance staffed by the Cadillac Fire Department is the City of Cadillac and Clam Lake Township. North Flight will make every effort to insure that the percentage of calls outside the primary response area does not exceed ten percent (10%) of total calls for the ambulance staffed by the Cadillac Fire Department.

TERM AND TERMINATION

7. Term and Termination. The term of this Agreement shall be for a period of five (5) year, commencing at 12:01 a.m. on April 6, 2007 and ending at 11:59 p.m. on April 5, 2012, (the "Initial Term"). Thereafter this Agreement shall automatically renew for successive terms of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the current term ("the Term"). This Agreement may be terminated before the expiration of the Term on the occurrence of any of the following:

(a) By mutual written agreement of the parties.

(b) By either party, with or without cause, upon thirty (30) days prior written notice to the other party.

(c) By either party upon a material breach of this Agreement by the other party if that breach is not cured within thirty (30) days after the receipt of written notice of the breach by the offending party. For the purpose of this section, a material breach shall be defined to mean the substantial failure of either party to fulfill its duties or obligations thereunder.

NOTICES

9. Notices. Any notice or other communication by a party to the other parties shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

TO NORTH FLIGHT:

North Flight, Inc.
1105 Sixth Street
Traverse City, MI 49684
Attn: Director

TO THE CITY:

The City of Cadillac Fire Department
200 North Lake
Cadillac, MI 49601
Attn: Director of Public Safety

or to such other address, and to the attention of such other person or officer as a party may designate in writing and provide to the other party.

All other terms and conditions of the Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties have executed this First Amendment of Agreement on the dates set forth below.

NORTH FLIGHT, INC.	**CITY OF CADILLAC**
By: Kathleen A. McManus	By: Peter D. Stalker
Kathleen A. McManus	Peter D. Stalker
Its: President	Its: City Manager
Dated: 5/18/07	Dated: 5/9/07

COPY

AGREEMENT BETWEEN NORTH FLIGHT, INC. AND THE CITY OF CADILLAC

This is an agreement entered into effective as of the April 6, 2002 by and between North Flight, Inc., a Michigan nonprofit corporation whose mailing address is 1105 Sixth Street, Traverse City, Michigan 49684, ("North Flight"); and The City of Cadillac, whose mailing address is 200 North Lake, Cadillac, Michigan 49601, ("City"):

RECITALS

1. The City is a governmental entity providing public services and desires to ensure the availability of emergency medical services through the designation of a single advanced life support ambulance provider to the residents and visitors of the City of Cadillac, Clam Lake Township and Wexford County in order to enhance the health, safety and welfare of such citizens.

2. North Flight desires to obtain the emergency medical services of certain fire fighter employees of the City in connection with the operations of North Flight covered by this Agreement. Though the responsibilities and duties of such fire fighter employees are first and foremost fire fighting within the City of Cadillac and Clam Lake Township, the City is willing to provide such staffing services on the terms and conditions set forth herein.

3. The sole purpose of this Agreement is to provide North Flight with staffing and housing for emergency medical services in order to enhance the health, safety and welfare of primarily the residents and visitors of the City of Cadillac and Clam Lake Township and secondarily those of Wexford County within the region serviced by the Northwest Regional Medical Control Authority ("NRMCA"), including but not limited to the county of Wexford (the "Service Area") consistent with the terms of this Agreement. The parties hereto expressly acknowledge that no payment or benefit accorded to any party under this Agreement is directly or indirectly in exchange for the referral of patients and that influencing referral patterns is not a purpose of this Agreement.

TERMS

1. Engagement: North Flight engages the City to provide staffing of licensed Fire Fighter EMT's ("Assigned Employee(s)") and physical facilities to facilitate the provision of emergency medical services by North Flight.

2. Responsibilities of the City: The City agrees to provide the following with regard to the performance of emergency medical services under the terms of this Agreement:

2.1 EMT Staff: The City agrees to provide one (1) Assigned Employee licensed in the State of Michigan for the purpose of staffing North Flight and its vehicle located at the City Fire Department to provide emergency/non-emergency medical transportation services to the residents and visitors of the City of Cadillac and Clam Lake Township primarily, and secondarily to those of Wexford County, to the extent Fire Fighter EMTs are employed by the City and their providing such services to North Flight does not conflict or interfere with their principal responsibilities and duties of fire fighting as determined by the City exclusively in its sole discretion.

2.1(a) Such conflict or interference would include, by way of illustration only, but not limited to, where the City requires Assigned Employees to respond to a fire, and/or operate the City's rescue rig, for extrication or other purposes, and no on-duty Assigned Employee is therefore available to staff North Flight. An Assigned Employee who is responding to or at the scene of a fire, and/or is operating the City's rescue rig, shall not provide staffing to North Flight until relieved of such fire fighting duties by the City's fire fighter in charge. The City further reserves the right not to staff North Flight where such staffing could constitute overtime work by the Assigned Employees, but the City shall make a reasonable effort to schedule Assigned Employees so as to avoid their working overtime when staffing North Flight.

2.1(b) The City shall have no obligation under this Agreement to call in off-duty Assigned Employees to staff North Flight, but may do so as determined by the City exclusively in its sole discretion.

2.1(c) The City shall have no obligation under this Agreement to train or hire additional employees as EMTs to staff North Flight during its term.

2.1(d) The City shall have no obligation under this Agreement to staff North Flight with an Assigned Employee for services performed outside of the boundaries of the City of Cadillac, Clam Lake, and Wexford County. The City's obligation to staff North Flight for services to be performed primarily in the City of Cadillac, and Clam Lake Township and secondarily in Wexford County, means that (1) the City has no obligation to provide an Assigned Employee to perform EMT services in Wexford County where an Assigned Employee is performing EMT or fire fighting services including, but not limited to, operating the City's rescue rig, in the City of Cadillac or Clam Lake Township at the time EMT staffing is also required for services to be performed in Wexford County, or (2) North Flight shall not use an Assigned Employee to perform services in the Wexford County unless North Flight's personnel stationed within the City of Cadillac and Wexford County are unavailable. The provisions of this paragraph 2.1(d) are subject to the discretion of the appropriate chain of command within the City Fire Department.

2.2 <u>Housing for Staff and EMS Vehicle:</u> The City agrees to provide appropriate housing for one (1) North Flight EMS vehicle and one (1) North Flight paramedic seven days per week, 24 hours per day, at the City Fire Department in Cadillac, Michigan.

2.3 <u>Compensation of City Personnel:</u> The City shall be solely responsible for paying compensation (including without limitation salary and fringe benefits) to all City employees providing services to North Flight pursuant to this Agreement. The City shall prepare all payroll information and make all required payroll deductions as required under State and Federal law. The City shall be solely responsible to provide unemployment and workers' compensation coverage for its employees.

2.4 Other Services: Other services may be provided as mutually agreed upon in writing by the North Flight President and the City Manager, and any such further agreement will specifically reference and be attached to this Agreement as an Addendum.

3. Responsibilities of North Flight:

3.1 Itemization of Transport Volume to the City: North Flight shall provide the City Public Safety Director with an itemized listing of all transports involving the participation of the Assigned Employee. Such information shall be provided on a monthly basis.

3.2 Payment to the City: North Flight shall pay to the City the annual amount of Forty Five Thousand Dollars ($45,000) for emergency/non-emergency medical transport services within the boundaries of City of Cadillac, Clam Lake and Wexford County. Such payment shall be made by North Flight to the City in equal monthly installments of Three Thousand Seven-Hundred and Fifty and 33/100 Dollars ($3,750.33) on or before the 20th day of each month following the month of service. Said annual payment will increase by three percent (3%) each year so long as the contract is in full force and effect.

3.3 Continuing Education: North Flight agrees to provide, at it's expense, continuing education to those City employees who provide services to North Flight under the terms of this Agreement. Continuing Education shall be defined as that required by the Michigan Department of Consumer and Industry Services, EMS Division.

3.4 Paramedic on Transports: North Flight shall provide one (1) experienced paramedic to function in the lead role for patient care in every emergency/non-emergency medical transport staffed by an Assigned Employee.

3.5 Compliance with Laws: North Flight shall be solely responsible to maintain and adhere to all applicable licensing, and statutory and regulatory requirements at the local, state and federal level regarding its personnel, equipment and the provision of emergency medical services under this Agreement, including, without limitation, all record keeping and record filing requirements.

3.6 Insurance: Upon request by the City with thirty (30) days advance notice to North Flight, North Flight shall identify the City, its Council, officers, and Assigned Employees as insured on all applicable insurance coverage with coverage no less than that provided to North Flight personnel with the same or similar duties and/or level of certification with respect to the matters contemplated by this agreement. North Flight shall be solely responsible to insure its operations and personnel covered by this Agreement at all times.

3.7 Dispatch: North Flight shall arrange for the provision of twenty-four (24) hour dispatch and communication support.

3.8 Cooperation with Local Government: North Flight shall attend and cooperate in any local or City oversight meetings with local government and/or fire fighting personnel to respond to suggestions and concerns.

4. Authority With Regard to City Personnel: The City shall retain sole and exclusive authority in any and all respects with regard to the employment, supervision, compensation, promotion, dismissal, and administration of all City employees including without limitation those providing services to North Flight under this Agreement, and North Flight shall neither have nor exercise any control over or direction of the methods by which the City operates or performs under this Agreement. The parties agree that their respective personnel shall comply with applicable policies of the other party while on or using the property of the other party. It is understood and agreed between the parties that when North Flight and City personnel are jointly engaged in the provision of emergency medical services under the terms of this Agreement, that the responsibility for medical direction shall lie with the Northwest Regional Medical Control Authority (NRMCA), in accordance with the rules and regulations of the Michigan Department of Consumer and Industry Services, EMS Division.

5. Standards. North Flight and the City shall perform their duties and responsibilities under this Agreement in accordance with all applicable standards of the Michigan Department of Consumer and Industry Services, EMS Division, federal, state and local government laws, rules and regulations, and currently approved and generally accepted professional standards.

6. Indemnification and Acknowledgement of Responsibilities. Although the City may not enter into indemnification agreements as an indemnifier, the City agrees to be responsible for any and all liabilities, obligations, damages, penalties, claims, costs and expenses paid or incurred which result proximately from (i) any breach by the City of this Agreement, or (ii) the negligent or willful acts or omissions to act of the City, its agents or employees; provided, however, that the City, its Council, agents and employees ("City and its personnel") shall not be liable, and North Flight, its agents, employees, contractors, customers, invitees or licensees ("North Flight and its personnel") expressly release and waive any claims against the City and personnel, for damages or injuries to North Flight property and/or North Flight and its personnel occurring on the property or premises of the City under any circumstances, as North Flight has sole responsibility to insure its operations and personnel against damages, injuries and loss under, e.g., workers' compensation coverage, under paragraph 3.6 of this Agreement.

North Flight indemnifies the City and its personnel against and holds them harmless from, and agrees that North Flight is solely responsible for, any and all liabilities, obligations, damages, penalties, claims, costs and expenses paid or incurred which result proximately from (i) any breach by North Flight, its agents, or employees of this Agreement, or (ii) the negligent or willful acts or omissions or willful acts or omissions to act of North Flight, its agents or employees. If any legal actions or proceedings are brought against the City and its personnel, individually or collectively, relating to or arising out of the alleged acts or omissions to act of North Flight and its personnel, or relating or arising out of claimed damages or injuries to North Flight property or

North Flight and its personnel on the property or premises of the City as set forth above in this paragraph 6, North Flight, upon written notice from the City, will, at North Flight's expense, resist or defend against such actions or proceedings by counsel approved the City in writing.

The above indemnification obligations of North Flight shall not be limited or reduced by a limitation on the amount or type of damages, compensation or benefits payable by North Flight or on behalf of North Flight and its personnel under workers' compensation, disability benefits, or other employee benefits laws.

7. Term and Termination. The term of this Agreement shall be for a period of five (5) year, commencing at 12:01 a.m. on April 6, 2002, and ending at 11:59 p.m. on April 5, 2007, (the "Initial Term"). Thereafter this Agreement shall automatically renew for successive terms of one (1) year unless either party gives written notice to the other at least thirty (30) days prior to the expiration of the current term ("the Term"). This Agreement may be terminated before the expiration of the Term on the occurrence of any of the following:

(a) By mutual written agreement of the parties.

(b) By either party, with or without cause, upon thirty (30) days prior written notice to the other party.

(c) By either party upon a material breach of this Agreement by the other party if that breach is not cured within thirty (30) days after the receipt of written notice of the breach by the offending party. For the purpose of this section, a material breach shall be defined to mean the substantial failure of either party to fulfill its duties or obligations thereunder.

8. Supervening Law. The parties recognize that this Agreement at all times is subject to applicable state, local and federal law. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation, such as a new federal or state economic stabilization program or health insurance program. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement, or that would cause one or more of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to modify the terms of this Agreement consistent with the requirements of law in order to effectuate the purpose and intent of this Agreement.

9. Notices. Any notice or other communication by a party to the other parties shall be in writing and shall be given, and be deemed to have been given, if either delivered by messenger or mailed, postage prepaid, registered or certified mail addressed as follows:

TO NORTH FLIGHT:

North Flight, Inc.
1105 Sixth Street
Traverse City, MI 49684
Attn: Jon A. Wyckoff

TO THE CITY: The City of Cadillac Fire Department
200 North Lake
Cadillac, MI 49601
Attn: Robert Denslow, Director

or to such other address, and to the attention of such other person or officer as a party may designate in writing and provide to the other party.

10. No Intent to Induce Referrals. The parties hereto each acknowledge and agree that it is not a purpose of this Agreement or of any other agreements or undertakings contemplated herein to influence the reason or judgment of the parties to this Agreement with respect to the referral of any patients for treatment, goods or services. Accordingly, the parties hereto acknowledge and agree that neither party hereto or their employees, agents or contractors shall be required pursuant to this Agreement to refer any individual to any party hereto, or any employee, agent or contractor of any of the foregoing, for the provision of medical services or the provision of any other goods or services.

11. Modification and Changes. This Agreement may be changed or modified only by a mutual, written agreement executed by the parties hereto, with specific reference made to this Agreement.

12. Assignment. No party shall assign its rights, duties or obligations under this Agreement without the prior written approval of the other party, except that North Flight may assign this Agreement to a Munson Healthcare subsidiary or affiliate without such approval.

13. Headings. The headings contained in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the State of Michigan.

15. Independent Contractor. City shall be the sole employer of the Assigned Employees. North Flight shall be the sole employer of its employees who are involved in any manner in the performance of this Agreement. The parties' relationship to each other shall be that of independent contractors acting in an arm's length transaction. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership, joint venture or any other relationship between the City and North Flight except as independent contractors or any equity interest in North Flight on the part of the City. All City employees, agents or contractors shall not be deemed to be employees of North Flight for any reason or purpose. No employees, shall be deemed to be employees of the City for any reason or purpose.

16. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and there is no intention, expressed or otherwise, to create rights or interests for any party or persons other than the parties to this Agreement. This Agreement shall be enforceable only by the parties hereto and their successors in interest by virtue of an

assignment which is not prohibited under the terms of this Agreement or by law, and no other person shall have the right to enforce any of the provisions contained herein.

17. Waiver of Breach. The failure of any party to strictly enforce or exercise its rights under any provisions of this Agreement shall not be construed as a waiver thereof or, as applicable, as excusing the offending party from future performances of this Agreement.

18. Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of the other party except only as provided in paragraph 6 of this Agreement.

19. Federal Government Access to Books and Records. To the extent required by the Social Security Act (and any regulations promulgated thereunder), until the expiration of four (4) years after this Agreement has been terminated, the parties shall make available, upon request of the Secretary of Health and Human Services or the Comptroller General of the United States, this Agreement, and books, documents, and records that are necessary to certify the nature and expense of the costs claimed by the parties with respect to this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no representations or agreements, oral or written, between the parties not embodied herein shall be of any force of effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date as set forth below.

NORTH FLIGHT, INC.

By: Kathleen McManus

Kathleen A. McManus
Its: President
Dated: 4/5/02

CITY OF CADILLAC

By: Peter D. Stalker

Peter D. Stalker
Its: City Manager
Dated: 4/4/02

November 16, 2020

Council Communication

Re: Approval of an ordinance amending the city's zoning ordinance regarding pedestrian sidewalks and bike parking.

The principal reason for this ordinance amendment is to complete our Redevelopment Ready Communities (RRC) certification process with the State of Michigan. Specifically, the adoption of this ordinance will satisfy Evaluation Criteria 2.1.5, one of three evaluation criteria the city has left to complete. At present we are 98% complete with the RRC certification process. Becoming RRC certified is an essential step in maintaining grant eligibility with the Michigan Economic Development Corporation (MEDC). Maintaining our grant eligibility with MEDC will be critical for continuing to undertake redevelopment projects in our downtown.

Updated September 2020 98% completed

1.1.1	1.1.2	*1.1.3 N/A*	1.1.4	1.2.1	1.2.2	1.2.3
2.1.1	2.1.2	2.1.3	2.1.4	2.1.5	2.1.6	2.1.7
2.1.8	3.1.1	3.1.2	3.1.3	3.1.4	3.1.5	3.1.6
3.1.7	3.1.8	3.1.9	3.2.1	3.2.2	4.1.1	4.1.2
4.2.1	4.2.2	4.2.3	4.2.4	5.1.1	5.1.2	5.1.3
5.1.4	5.1.5	5.1.6	6.1.1	6.1.2	6.2.1	6.2.2

Evaluation Criteria 2.1.5 requires that a zoning ordinance include standards to improve non-motorized transportation. Such standards may involve bicycle parking, traffic calming, pedestrian scale lighting, and other public realm standards. I chose to satisfy these criteria by addressing bicycle parking and sidewalks because I felt it was least burdensome on developers and allowed us to achieve some of our master plan goals. There are 10 references in our master plan which address improving walkability, adding sidewalks, and improving bicycle infrastructure. I reviewed how four other communities amended their ordinance to address Evaluation Criteria 2.1.5 and they were more aggressive in their approach to satisfying this criteria. I believe this proposed ordinance amendment achieves Evaluation Criteria 2.1.5 at an appropriate base level. In three of our most recently submitted and approved site plan reviews (Lume Marihuana Retail, Robb Munger's Microbrewery, and the Krist Oil convenience store/gas staton) the developer has submitted a site plan which met the newly proposed sidewalk standard, and in one case met the new bicycle standards as well. The new bicycle parking requirement has the potential to save a developer money as there is an auto parking credit for providing bicycle parking and this may lead to reduced paving.

The Planning Commission recommended approval of this ordinance to the City Council at their meeting held on September 28, 2020 by a vote of 4 to 1.

Recommended Action

To approve the RESOLUTION TO INTRODUCE ORDINANCE AMENDING THE ZONING ORDINANCE REGARDING SIDEWALKS AND BIKE PARKING AND TO SET A PUBLIC HEARING.

City Council

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

RESOLUTION NO. _____

RESOLUTION TO INTRODUCE ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING PEDESTRIAN SIDEWALKS AND BIKE PARKING

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held on the 16th day November, 2020, at 6:00 p.m.

PRESENT: ____

ABSENT: ____

The following preamble and resolution was offered by _________________________and seconded by ______________________________.

WHEREAS, pursuant to the Michigan Zoning Enabling Act, 2006 PA 110, the City has the authority to provide by zoning ordinance, for the regulation of land use and development in the City; and

WHEREAS, the City wishes to consider amendments to its zoning ordinance sections 46-658 and 46-674 to add pedestrian sidewalk and motorized and bicycle parking requirements; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments (the "Ordinance" attached as **Exhibit A**); and

WHEREAS, the City Planning Commission recommended approval of the Ordinance to the City Council; and

WHEREAS, pursuant to Section 5.2 of the City Charter, a proposed ordinance must be introduced to the City Council in written or printed form and set for a public hearing; and

WHEREAS, the City wishes to hold a public hearing and consider adopting the Ordinance at its December 7, 2020 City Council meeting.

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

1. Pursuant to Section 5.2 of the Charter, the City introduces the Ordinance Amending Zoning Ordinance Regarding Pedestrian Sidewalks and Bike Parking (the "Ordinance," attached as Exhibit A).

2. A virtual public hearing regarding the Ordinance shall be held on December 7, 2020, at 6:00 p.m..

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

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

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

YEAS: ___________________________

NAYS: ___________________________

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. ____, duly adopted at a regular meeting of the City Council held on the 16th day of November, 2020.

____

Sandra Wasson
Cadillac City Clerk

City Council

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

ORDINANCE NO. ___________

AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING PEDESTRIAN SIDEWALKS AND BIKE PARKING

THE CITY OF CADILLAC ORDAINS:

Section 1.

The City hereby amends section 46-658 of the City's Zoning Ordinance to add pedestrian sidewalk and motorized and bicycle parking requirements. As amended, the section, in its entirety, shall read as follows:

46-658. Requirements - Off-Street Parking, Pedestrian Sidewalk, and Motorized and Bicycle Parking.

There shall be provided in all zoning districts at the time of erection or enlargement of any main building or structure, automobile off-street parking with adequate access to all spaces. However, this shall not apply to the B-2 zone, or commercial uses in any zone which abut off-street public parking located within the B-2 zone, except subsections (4) and (10) shall remain applicable. For select uses, there shall also be provided facilities for the parking of non-motorized bicycles, including uses in the B-2 zone. Bicycle parking requirements are detailed under Section 46-674 of this Ordinance. The number of off-street parking spaces, in conjunction with all land or building uses, shall be provided prior to the issuance of a certificate of occupancy, as hereinafter prescribed.

(1) Off-street parking spaces may be located within any non-required yard and within the required rear yard setback unless otherwise provided in this Chapter.

(2) Required parking for other than residential use shall be either on the same lot or within three hundred (300) feet of the building it is intended to serve, measured from the nearest point of the building to the nearest point of the off-street parking lot. Ownership shall be shown of all lots or parcels intended for use as parking by the applicant.

(3) Parking for single family residential uses shall consist of a parking strip, bay, driveway, garage or combination thereof and required parking shall be located on the premises to be served, and shall be exempt from other provisions of this section, and Section 46-660.

(4) Any area once designated as required off-street parking shall not be changed to any other use or to an amount less than the required for a similar new building or use, unless and until equal facilities are provided elsewhere.

(5) Two or more buildings or uses may collectively provide the required parking, in which case the number of spaces shall not be less than the sum of the requirements for the several individual uses computed separately. In the instance of dual function of off-street parking, where operation hours of buildings do not overlap, the Board of Appeals may grant an exception.

(6) Off-street parking areas shall be provided with a suitable, visually aesthetic buffer. This buffer may be the required setback, or may be a continuous, visually obscuring, 30" high masonry wall that conforms with the City's fence ordinance. Between these extremes, the buffer may consist of berm (Section 46-663(4)) landscape foliage, fences, screens, or green areas as approved by the Zoning Administrator, such that the lesser the distance between the parking area and the property line, the greater the intensity of the buffer. Where a non-residential parking area is developed adjacent to a residential district, it must be provided with a minimum set back of ten feet or an equivalent buffer as described above.

(7) All lighting used to illuminate any off-street parking area shall be so installed as to be confined within and directed onto the parking area only.

(8) In all cases where a wall extends to an alley which is a means of access to an off-street parking area,, it shall be permissible to end the wall not more than ten feet from such alley line in order to permit a wider means of access to the parking area.

(9) (a) Access to off-street parking areas shall be provided from a collector street only, or by consent of the Planning Commission, may be provided from streets other than collectors (but with immediate access to a collector) when the Board finds a substantial improvement in traffic safety will be achieved by reducing the number of driveways onto a collector street.

(b) However, at no time shall access proceed through a single family zone or be provided by way of a noncollector street to a collector street when the noncollector street is abutted by single family residential zone(s) between the access and the collector site.

(c) Also, at no time shall a curb cut providing access be nearer than twenty-five feet from an abutting single family zone on the same side of the street or directly across the street from a single family zone.

(10) Establishments providing overnight lodging accommodations must provide at least one reserved off-street parking space per bedroom.

(11) The outside storage or parking (except for loading and unloading) of commercial vehicles or equipment is prohibited on City streets or in the front yards of residentially zoned property. An exception are commercial vehicles with a length of 21 feet overall, or less, and a height of 11 feet, or less.

(12) Sidewalks for Pedestrian Circulation and Access.

All business, services, and multiple family developments possessing four or more dwelling units, in all zone districts, shall provide a private sidewalk system (pedestrian access and circulation feature) for the safe and convenient movement of pedestrians from the principal parking area to the primary access door serving customers, clients, patrons, employees, and/or residents; a public sidewalk along any street right-of-way; and, a private sidewalk system from the primary access door to the public sidewalk system. These requirements shall also apply to industrial uses, provided, however, in cases where no adjoining right-of-way contains an existing public sidewalk, industrial uses shall not be required to provide public sidewalks nor a private sidewalk system from the primary access door to the public sidewalk system.

Private sidewalks shall:

(a) Consist of a hard surface composition such as concrete, brick pavers, or asphalt designed to safely accommodate the movement of pedestrians throughout the year.

(b) Maintain a minimum width of five (5) feet throughout their length.

(c) Insofar as feasible and practicable shall be positioned so as to provide for the convenient and prompt movement of pedestrians traveling from vehicular parking areas to the use served by said parking and to the public sidewalks. Unnecessary lengthy and circuitous routing shall be avoided.

(d) Be designed and located to limit potential conflicts between pedestrians using the sidewalks and nearby motorized traffic.

(e) For purposed of public safety, shall be well-lighted throughout their length.

(f) The overall design and construction of the sidewalk system shall harmonize with the design and construction of the use served. In the event the sidewalk system is positioned in the downtown (B-2 District), the design and construction shall harmonize with the planned character of the downtown.

(g) So as to assure its continued readiness for use and the safe movement of pedestrians, sidewalks shall be reasonably maintained throughout the year including removal of snow, ice, and debris and the repair of breaks and other trip hazards.

(h) Shall meet or exceed the Sidewalk Engineering Design Standards of the City of Cadillac.

(i) Abutting properties may share a private sidewalk system, or portion thereof, pursuant to the required connection to a public sidewalk system provided the design and construction standards of this ordinance are met and that a written agreement between the owners of the abutting properties is executed establishing liability, design and construction, and maintenance responsibilities for the shared sidewalk. The agreement shall be subject to review and approval by the City Attorney and shall be recorded with the Wexford County Registrar of Deeds prior to construction of the sidewalk. A copy of the recorded instrument shall be provided to the city at no cost.

Section 2.

The City hereby adds a section 46-674 to the City's Zoning Ordinance to read, in its entirety, as follows:

Sec. 46-674. - Bicycle Parking Requirements

(a) **Purpose** - The purpose of these regulations is to require secure and adequate parking for bicycles thereby promoting alternative transportation opportunities as desired by the city's residents and guests, reducing motorized vehicular traffic congestion and air pollution, and serving to implement the non-motorized transportation elements of the Cadillac Master Plan and the Cadillac City/Cadillac Area Public Schools Recreation Plan. Bicycle parking shall be provided for new facilities and additions to existing facilities. Bicycle parking as prescribed hereafter shall be provided for land uses occupying buildings, or portions thereof, which are constructed, established, wholly reconstructed, or moved onto a new lot or parcel after the effective date of the bicycle parking requirements, or of a subsequent rezoning or other amendment thereto establishing or increasing bicycle parking for such land uses, except to the extent that existing bicycle parking exceeds such requirements for any existing buildings. The required amount of new bicycle parking shall be based on the cumulative increase in floor area, or other applicable unit of measurement prescribed hereafter, after said effective date.

(b) **Multiple uses on a single lot or parcel** - Whenever a single lot or parcel contains different activities with the same bicycle requirement, the overall requirement shall be based on the sum of all such activities, and the minimum size prescribed hereafter for which any bicycle parking is required shall be deemed to be exceeded for all such activities if it is exceeded by their sum. Whenever a single lot or parcel contains activities with different bicycle parking requirements, the overall requirement shall be the sum of the requirements for each activity calculated separately; provided, however, that the minimum size prescribed hereafter for which any bicycle parking is required shall be deemed to be exceeded on said lot or parcel for all activities for which the same or a smaller minimum size, expressed in the same unit of measurement, is prescribed, if said minimum size is exceeded by the sum of all such activities on the lot or parcel.

(c) **Standards for Required Bicycle Parking**

(1) **Bicycle Parking.** Bicycle parking shall consist of a bicycle rack or racks and is meant to accommodate visitors, customers, messengers, and others using bicycles for transportation purposes.

(2) **Specific Use** - All bicycle parking facilities shall be dedicated for the exclusive use of bicycle parking.

(3) **Area Compatibility** - The location and design of required bicycle parking shall be of a quality, character and color that harmonize with adjoining land uses. Required bicycle parking shall be incorporated whenever possible into building design or street furniture.

(4) **Location** - Bicycle parking shall be placed within fifty (50) feet of a public entrance to the building or commercial use being served by said parking and should be in a well trafficked location visible from the entrance. Where applicable and possible bicycle

parking should be placed within view of storefront windows. When a public entrance fronts a public sidewalk, public alley, or public parking lot on which bicycle parking is proposed for placement, the installer shall obtain an encroachment permit from the City to install the bicycle parking in the public right-of-way. In the event the right-of-way falls under the jurisdiction of the Michigan Department of Transportation (MDOT), the installer shall obtain an encroachment permit from the MDOT to install the bicycle parking in said right-of-way and submit copy to the city.

(5) **Locking Device and Supports** - All required bicycle parking spaces shall be designed to provide a stable position for the bicycle with an ability to easily lock the frame of the bicycle to the rack with either a u-lock or cable lock.

(6) **Anchoring** - Bicycle parking facilities shall be securely anchored so they cannot be easily removed and shall be of sufficient strength and design to resist vandalism and theft.

(7) **Parking Space Size** - A bicycle parking space shall be at least two and a half (2.5) feet in width by six (6) feet in length to allow sufficient space between parked bicycles.

(8) **Vertical Obstructions** - Racks shall be located with at least thirty (30) inches in all directions from any vertical obstruction, including but not limited to, other racks, walls, light poles, and landscaping.

(9) **Maneuvering Space** - A minimum four (4) foot wide aisle of unobstructed space behind all required bicycle parking shall be provided to allow for adequate bicycle maneuvering.

(10) **Circulation Impact** - Bicycle parking facilities shall not impede pedestrian or vehicular circulation. Bicycle parking racks located on sidewalks shall maintain a minimum of five (5.0) feet of unobstructed pedestrian right-of-way outside the bicycle parking space.

(11) **Protection from Damage by Motorized Vehicles** - Bicycle parking facilities within auto parking facilities shall be protected from damage by cars by a physical barrier such as curbs, wheel stops, poles, bollards, or other similar features capable of preventing automobiles from entering the bicycle facility.

(12) **Lighting** - Bicycle parking facilities shall be located in highly visible well-lighted areas

(d) **Joint Parking Agreements** - Joint bicycle agreements are permitted and encouraged. Bicycle parking falling under a joint parking agreement shall be designed and constructed according to the standards of this ordinance. Whenever any required bicycle parking is proposed to be provided on a lot other than the lot containing the activity served, the owners of both lots shall prepare and execute to the satisfaction of the City Attorney, and file with the Wexford County Registrar of Deeds, an agreement guaranteeing that such facilities will be maintained and reserved for the activity served, for the duration of said activity.

(e) Minimum Number of Required Bicycle Parking Spaces

(1) Calculation Rules

a. Fractional Counts - If after calculating the number of required bicycle parking spaces a quotient is obtained containing a fraction of one-half (½) or more, an additional space shall be required; if such fraction is less than one-half (½), it may be disregarded.

b. **Employees** - When the bicycle parking requirement is based on number of employees, the number of spaces shall be based on the average number of working persons on the lot or parcel during the largest shift of the peak season.

c. **Seats/Pews** - When the bicycle parking requirement is based on the number of seats, as in the case of pews or similar facilities, each twenty (20) inches shall be counted as one seat.

(f) Required Bicycle Parking

The following minimum amounts of bicycle parking are required and shall be developed and maintained pursuant to the provisions of this Chapter:

Activity/Use	Bicycle Parking Requirement
Residential Activities	
One-Family Dwelling	No spaces required.
Two-Family Dwelling/Duplex	No spaces required.
Multiple-Family Dwelling (Three or More Units)	One space per each 10 dwelling units evenly spaced among the apartment buildings.
Rooming/Boarding House	No spaces required.
Other	Zoning Administrator Determination Sec. 46-674,(i)
Civic Activities	
Churches, temples, and synagogues.	1 space for each 60 fixed seats, or one space for each 5,000 square feet of floor area, whichever is greater. Minimum requirement is 2 spaces.
Administrative/Municipal Offices/Libraries/Museums	1 space for each 20,000 square feet of floor area. Minimum requirement is 4 spaces.
Hospitals	1 space for each 40,000 square feet of floor area. Minimum requirement is 4 spaces.
Public parochial and private elementary, junior high and high schools.	1 space per each 20 students of planned capacity. Minimum requirement is 4 spaces.
Other	1 space for each 20,000 square feet of floor area. Minimum requirement is 2 spaces.
Commercial Activities	
Retail	1 space for each 5,000 square feet of floor area. Minimum requirement is 2 spaces.
Offices	1 space for each 5,000 square feet of floor area. Minimum requirement is 2 spaces.
Restaurants/Bars	1 space for each 5,000 square feet of floor area.

	Minimum requirement is 2 spaces.
Other	1 space for each 5,000 square feet of floor area. Minimum requirement is 2 spaces.
Industrial Activities	
Any industrial activity as specified as a permitted or special use in the Industrial Districts employing 10 or more people on any shift.	1 space for each 20,000 square feet of floor area. Minimum requirement is 2 spaces.

(g) **Automobile Parking Credit.** The total number of required off-street automobile parking spaces may be reduced at the ratio of one automobile space for each four (4) bicycle spaces provided. The total number of required off-street automobile parking spaces cannot be reduced by more than five percent (5%).

(h) **Credit for Bicycle Racks in Public Locations** - The calculation of bicycle parking may include existing racks owned and maintained by the city that are in the public right-of-way and are within fifty (50) feet of the main entrance of the use seeking credit provided the Zoning Administrator determines that the location and number of racks in the public right-of-way are sufficient to meet the needs of said use without harm to the public in general.

(i) **Zoning Administrator Determination** - In the case of activities for which the Zoning Administrator is required to prescribe a number of bicycle parking spaces or for which this section is not clear or does not prescribe a number of spaces, the Zoning Administrator shall base his/her determination on factors such as the proposed use of the lot or parcel, the number of customers or employees, the nature of operation of the site, and the availability of bicycle parking spaces under public ownership. Any such determination shall be subject to appeal pursuant to the administrative appeal procedures of this ordinance.

Section 3.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 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.

Approved this ___day of _____________, 2020.

_________________________________ _________________________________

Sandra Wasson, Clerk Carla J. Filkins, Mayor

City Council

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

Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

NOTICE OF ELECTRONIC REGULAR MEETING, PUBLIC HEARING AND SUMMARY OF PROPOSED ORDINANCE

On November 16, 2020, the City Council of the City of Cadillac introduced Ordinance No. ______, Ordinance Amending Zoning Ordinance Regarding Pedestrian Sidewalks and Bike Parking.

NOTICE IS HEREBY GIVEN that a Public Hearing on the proposed ordinance will be held on December 7, 2020 at 6:00 p.m., at a Regular Meeting of the City Council. This meeting will only be held electronically pursuant to the Open Meetings Act and the Michigan Department of Health and Human Services (MDHHS) Epidemic Order— Gatherings and Face Mask Order. The purpose of the meeting is to hold the public hearing and consider any business to come before the City Council as permitted by law.

Pursuant to the Open Meetings Act, Act 267 of 1976, and the MDHHS Epidemic Order, the City Council also gives notice of the following:

1. Reason for Electronic Meeting. The City Council is holding the meeting by electronic means only because of the capacity restrictions and social distancing requirements set forth in the MDHHS Epidemic Order.

2. Procedures. The public may participate in the meeting and may make public comment electronically by video or telephone conference using the following information:

Join Zoom Meeting
https://us02web.zoom.us/j/88155668969?pwd=aTVwYWZKQzhwN2t6TDg4QmdyTnA3QT09

Meeting ID: 881 5566 8969
Passcode: 333305

Or by telephone: 312 626 6799

Meeting ID: 881 5566 8969
Passcode: 333305

**To unmute microphone from a cell phone dial *6 (star 6)
To raise your hand from a cell phone dial *9 (star 9)

3. Contact Information. For those people who desire to contact members of the City Council to provide input or ask questions on the business that will come before the public body at the meeting, please contact Sandra Wasson, City Clerk, at swasson@Cadillac-MI.net prior to the start of the meeting.

4. Persons with Disabilities. Persons with disabilities may participate in the meeting through the methods set forth in paragraph 2. Individuals with disabilities requiring auxiliary aids or services in order to attend electronically should notify the City Clerk at (231) 775-0181 within a reasonable time in advance of the meeting.

Copies of the proposed ordinance are available for examination at the office of the City Clerk and copies may be provided at a reasonable charge. The following is a summary of the proposed ordinance.

ORDINANCE NO. __________

AN ORDINANCE AMENDING THE CITY'S ZONING ORDINANCE REGARDING PEDESTRIAN SIDEWALKS AND BIKE PARKING

Section 1 of the proposed ordinance amends section 46-658 of the Zoning Ordinance to add pedestrian sidewalk and motorized and bicycle parking requirements.

Section 2 of the proposed ordinance amends Section 46-674 of the City Zoning Ordinance to add bicycle parking requirements.

Section 3 of the proposed ordinance provides that if any portion of the proposed ordinance is found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of the proposed ordinance.

Section 4 of the proposed ordinance provides that all other ordinances inconsistent with the provisions of the proposed ordinance are repealed but only to the extent necessary to give the proposed ordinance full force and effect.

Section 5 of the proposed ordinance provides that it shall take effect twenty (20) days after its adoption.

CITY COUNCIL OF THE
CITY OF CADILLAC, MICHIGAN

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

Cadillac Planning Commission
September 28, 2020 Meeting Minutes

Call to Order
Chairman Putvin called the meeting to order at 6:00 PM

Roll Call
Members Present: Filkins, Schultz, Gregg, Baumann, Putvin
Staff Present: Wallace, Coy, Pluger
Also Present: Caitlyn Berard, Jerry Adams

Approval of Agenda for September 28, 2020

- Motion by Gregg to approve agenda as presented. Support by Baumann. Approved unanimously.

Public Comments – None

Approval of July 27, 2020 Meeting Minutes

- Motion by Putvin to approve minutes with no changes. Support by Filkins. Approved unanimously.

Public Hearings - Public Hearing to consider text amendments to the City's Zoning Ordinance regarding sidewalks and bicycle parking

- Presentation by John Wallace – addition of sidewalks and bicycle parking with examples and images of other communities. Applying for about $800k for this project that will coordinate with Master Plan and other projects so that money can cross over without costing local business or taxpayers.
- Question: Baumann: Is RRC required for Block grant? Wallace and Peccia: not necessary but is a good idea. We have been "engaged" in RRC for 3-4 years and state has been lenient.
- Wallace – Parking areas: connecting private and public parking. Exact dimensions explained in MEMO for meeting.
    - 5% of businesses current parking spaces will be taken off their assessment if turned to bike spaces
    - 10 decorative spaces added to commons – Filkins: donated by Rotary
- Questions:
    - Baumann: Is the sidewalk changes different from other policies in place? All new construction has been adding sidewalks already
        - Response: Wallace: These fell under MPUD's which required sidewalks. This makes it an ordinance for the City to require all new businesses no matter their funding or type.
    - Putvin: Would subdivisions apply to this ordinance?
        - Response: Wallace: no there are different policies to subdivisions

- Baumann: Disagrees with the City forcing businesses to create bike racks. If the city would like to add this to the City then they should use public space for that, not require it of businesses
  - Discussion followed – This meets RRC requirements to get City to Redevelopment Ready Status
- Open to Public by John Putvin:
  - Jerry Adams – spoke in support of bike racks. Believes they are needed and supports this motion.
  - Caitlyn Berard – approves the sidewalk and bike racks as it is an affordable way for residents and tourists to travel around the city.
- Public Hearing Closed by John Putvin
- Vote – Baumann requested to separate into two votes
  - Motion to approve sidewalk requirements for new businesses with text corrections by John Wallace
    - Motion by Baumann
    - Seconded by Filkins
    - Approved on a unanimous vote.
  - Motion to approve bike rack requirements for new businesses with text corrections by John Wallace.
    - Motion by Gregg
    - Support by Filkins
    - Passed on 4-1 split vote with Baumann opposed.

New Business – None

Old Business – None

Board Members Comments – None

Communications – None

Public Comments – None

Other Business – None

Adjourn

- Adjourned at 7:18 pm.

Minutes
Downtown Development Authority (DDA)
Business Improvement District (BID) Board
Regular Meeting
August 26, 2020

A regular meeting of the Cadillac Downtown Development Authority (DDA) and Business Improvement District (BID) Board was held electronically at 7:30 a.m. on Wednesday, August 26, 2020.

MEMBERS PRESENT: Levand, Kelsey, Huckle, Bosscher, Swanson, Peccia, Coffey
STAFF PRESENT: Houk, Roberts, Payne, Wallace, Cornell, Pluger

MINUTES/REPORTS

Levand discussed minutes. Questions old business for maintenance for parking lots before snow. Payne confirmed 2 weeks out. He questions bid for the Trailhead and Roberts confirmed bids went out today. Levand questions graffiti issue for buildings. Wallace stated he had no updates from police. Peccia confirmed police have no new updates and that there is no news about anymore graffiti. Motion by LeVand, seconded by Huckle to approve the minutes from 7/29/20. Passed unanimously.

Peccia presented the Financial Report. Motion by Huckle, seconded by Swanson to approve the Financial Report as presented. Passed unanimously.

COMMITTEE REPORTS: - None.

OLD BUSINESS

2020/2021 Budget Presentation. Roberts reviewed the financial memo included in agenda. Revenue challenges acknowledged and lack of “wiggle room” for projects. Most of budget is for maintenance of existing structures.

Questions on 248 Fund:
Peccia acknowledged Roberts explanation in the memo of history of loss in revenue. Wallace commented that flower basket contribution is consistently at $4000-$5000, roughly half of program cost.
Levand questions if donations are factored into the 248 fund or not. Roberts explained the donations are already budgeted into the revenue.
Levand – Is there a carryover each year? Roberts explains on page 3 there is a retained balance of $10,000. Explained they are funds on hand, not allocated anywhere else.
Levand questions if the budget will increase with new improvements to businesses. Roberts explains not all improvements will increase taxable value and it balances out with businesses leaving. Biggest change is reform change; no longer have to pay personal property taxes for some businesses.

Questions on 419 Fund:
Wallace – How long does $21,000 state fund last. Roberts stated that he files paperwork each year to get the reimbursements.
Levand – Page 4 board of directors is incorrect, and Bill Cinco should be removed. Roberts acknowledged.
Levand – Millage on page 4 – why did it drop? Roberts explains Hedley Rollbacks – restricts growth in tax revenues.
Levand –Is there about $3000 available? Roberts confirms it is.

Questions on 504 Fund:
Levand asked Wallace about the parking assessment expiring in a year. Asked that it be started soon so it is not last minute. Wallace agreed and followed up that the redesign for parking currently happening will

factor in. Discussion took place on how parking spaces are being counted and decided to discuss further at next meeting. Levand requested that in late November the community meeting take place. Bosscher shared caution in adding more tax to local business owners as they already pay high taxes. Discussion followed about parking assessment.
Levand – Questions Roberts about enterprise revenue. Can fund be used for acquiring property? Roberts agrees to look, not sure if it is possible for the business improvement district to do it. Typically, they could acquire property. Peccia comments that the follow-up may need to be done by legal entity. Also, that the city general fund subsidizes the parking fund and cautions using this fund for land purchase. Further discussion on purchasing land for parking.
Levand questioned salaries as there was nothing there previously and now its $5000. Roberts explained its budgeted to help with enforcement but there has never been activity in the fund.

Motion by Huckle, seconded by Kelsey to accept budget. Passed unanimously.

Options for redesign of sidewalks in front of Lofts. Wallace stated the sidewalks for Lofts were designed since they needed to be done now and may not fully match the grand streetscape design planned for future. Houk explained patterned concrete will be on other side of curb, 8-foot-wide, stamped color, timeless design of squares in brown. Discussion and visuals of sidewalk and color choice followed. There will be 14 extra parking spaces, should be completed same time of Lofts. Chapin Street will get over 20 new parking spots. Peccia updated that the City is still working towards getting a Block Grant, which would assist in paying for the new parking spaces. Levand requested images of the outlets at the poles and trees, and shares concerns that the electrical outlets will not be stable enough. Houk stated she would follow up with engineer about the stability question.

Bosscher questioned if matching streetscape will be used for other new business before the streetscape restructure begins.

NEW BUSINESS

Christmas Decorations – Payne updated that the City bought the decorations last year, no more have been added, but all are in good shape. Discussion about adding wreaths to further intersections and the commons. Payne suggested a good location for lights is in the commons/market. Levand suggested asking the community to sponsor wreaths/decorations. Payne updated this had happened several years ago for angels. Discussion held to add lights to the market, Payne stated 600-700 would be needed.

Motion by Huckle, seconded by Swanson to approve up to $800 to extend lights to market. Passed unanimously. Payne to purchase and arrange.

Social District and Zone update: Wallace and Peccia discussed social district/zone to assist restaurants during Covid-19 slow economy. Peccia explained the zone, getting licensed, that special cups must be used to drink in the zone and not any person can drink alcohol in public. Currently Cadillac is one of 10 cities participating in the program. Levand clarified that this zone is not limited to summer months. It can happen in winter months, and this could impact use of the public spaces for events that do not want alcohol. Peccia reminded that all public spaces are open to public even during an event.

COMMUNICATIONS/OTHER ITEMS – None.

CITY MANAGER REPORT – None.

DDA DIRECTOR REPORT: Wallace reported that Krist Oil received approval of a Special Use permit, with conditions, for a food mart/gasoline station at 605 N. Mitchell Street.

ADJOURNMENT: Meeting adjourned at 8:45 a.m. Motion by Huckle, seconded by Kelsey.

Minutes *(Draft)*
Downtown Development Authority (DDA)
Business Improvement District (BID) Board
Regular Meeting
September 30, 2020

A regular meeting of the Cadillac Downtown Development Authority (DDA) and Business Improvement District (BID) Board was held electronically at 7:30 a.m. on Wednesday, September 30, 2020.

MEMBERS PRESENT: LeVand, Kelsey, Crawley, Huckle, Swanson, Peccia, Barnes, Coffey
STAFF PRESENT: Wallace, Payne, Berard (Leadership), Payne, Pluger

APPROVAL OF AGENDA
- Motion to approve meeting minutes from August 26, 2020. Proposed by Huckle. Supported by Crawley. Motion approved unanimously.

MINUTES/REPORTS
- Motion to approve the financial report included in packet. Proposed by Coffey. Supported by Swanson. Motion approved unanimously.

COMMITTEE REPORTS: - None.

OLD BUSINESS
- Discussion and possible motion concerning designated curbside pickup zones (one per block)
    - Marcus – there have been no inquiries from any other businesses than Clam Lake Beer Co. City not opposed to doing this but need more feedback from community/demand to move it forward.
    - LeVand requested that if future people request it that they all look the same. Peccia confirmed these were purchased by the City so it could all look the same.
- Odd Fellows Façade Loan – LeVand asked for an update from Wallace. Wallace updated that they chose to go for the windows for the loan. It is pending bank approval but looks like it should move forward.
- LeVand requested update from Payne about the parking lot updates. Discussion that they are 2 months behind and Payne concerns that doing it so late would make the paint peel up. It was determined to wait until spring.

NEW BUSINESS

- **Motion of support for Cadillac Leadership (Cadillac Chamber) to undertake the Mitchell Street Crosswalk for their class project.**
    - Wallace gave the explanation that Leadership Team may take this on as a project. This approval is only to approve them agreeing to do the project, not agreement to any design.

- **Motion of support for Cadillac Leadership (Cadillac Chamber) to undertake replacing the structure/roof over the Shay Locomotive.**
    - Wallace explains this would be something that could be used day and night, as lighting would be added. Supporting materials for this project were included in meeting packet.
- Motion to approve both projects to be used by Cadillac Chamber Leadership Team for a class project.
    - Proposed by Crawley.
    - Supported by Barnes.
    - Approved Unanimously.

COMMUNICATIONS/OTHER ITEMS –

- Peccia advised board that a special City Council Meeting will be taking place 10/1/2020 at the Market for the White Pine Trailhead.

PUBLIC COMMENTS – None.

ADJOURNMENT: Meeting adjourned at 8:00 a.m. Reminder that November and December meetings will be combined. Motion by Coffey, supported by Crawley.

WEXFORD COUNTY AIRPORT AUTHORITY

MINUTES

Meeting of Wednesday June 10, 2020

1. Meeting was called to order at 6:00PM by Hill.
   Present: Hill, Clements, Mackey, King, Paul and Holder
   Absent: Barron
   Lucinda Rathbun (record minutes)

2. Introduction of Guests: Bob Johnson, Bob Keith and Steve Bujalski
   Dr. Ben Townsend, County Commissioner
   Special Guest: Lauren representing Baird, Cotter & Bishop (BCB)

3. Public Comment: None

4. Additions or Deletions to the Agenda: None

11 Old Business

a. Lauren with BCB discussing 2019 audit

Lauren reported that the audit report is an unqualified opinion which indicates the financial statements are a fair representation. Lauren also stated that it was a normal year. Discussion included:

transfer of the T hanger fund into the general fund showing revenue but the high balance is really the transfer amount

long term lease agreement was explained to be lease that Airport is paying; not a revenue lease

budgetary comparison of original and final budget is basically the same because budget amendments were not included

BCB did not receive the minutes showing any budget amendments

Action: Holder to get the minutes to BCB whenever budget amendments are made

Reminder: Next year do not have to report the budget

R&M had a modification was made to the budget yet report does not show that; Budget amendment was done in February 2019 for the furnace

Action: Holder to review the R&M Account

In BCB notes to Financials, they stated they made adjustments because of the grant monies. Again, it was discussed about proper way to record the grants as income and then as expense. The proper entry will be put into QuickBooks in the future by Holder**. Reminder: CARE Act monies needs to be handled the same way.**

Lauren stated that Lack of Ability to produce Financial Statements is a common reflection because financial statements are not done

Letter from State referenced being over budget and the after-hour rates; which these have been addressed and will be handled forthwith.

Lauren advised that the Accounts Receivable had customer's incorrect balances. Invoices were not getting put into the receivables along with the proper payments **ACTION: need to work on improving A/R**

Lauren emphasized that we are doing better but still need to improve. Accounts Receivable is the biggest item that needs to be addressed. Next year there will be just one fund; more like a business now. T Hanger will look differently and again reminded us that no budget will be needed for BCB. **Reminder: Need to review budget quarterly**

5. Approval of March 2020 and Special Meeting May 2020 Meeting Minutes:
   Minutes were presented. Discussion.

MOTION by Mackey to approve March 2020 minutes with correction adding Joe Barron to absent Board member. Supported by King. All in Favor. <u>Motion carried</u>.

Discussion about accuracy of May 2020 minutes.

MOTION by Mackey to approve Special Meeting May 2020 minutes. Supported by Holder. Clements, Mackey, King and Holder in favor. Paul opposed. <u>Motion carried</u>.

6. Treasurer's Report

Check Register and Profit & Loss Budget vs Actual Report submitted. Holder stated that the missing checks are recorded and accounted for.

7. Committee Reports
   a. Finance Committee-did not meet
   b. Personnel Committee
      Received around 37 applications. Clements reported that he used several sources which returned an excellent response. Clements indicated that budget was tight but process was successful. Hopeful for special meeting to review possible candidates
   b. Facilities Committee-did not meet but Mackey did meet with Bob Johnson who was very helpful showing him around the airport. Hometown Garage Door looked at the Kysor Building and will be getting back about the needed repair. The roof at the community hanger was revisited for needed repairs.

8. President's Report-

Still working on the CARES Act and may need help from Treasurer to complete application as the process is always changing.

Bob Keith did an excellent job handling the plane crash. Fantastic job!

Action item: Make sure Bob Keith gets compensated for his 3 ½ hours.

Letter of resignation by Robert Keith as of June 19, 2020. Board can not express enough the outstanding job Bob Keith did with the accident. Interim Manager Mackey to fill vacant job position.

9. Manager's Report

Mackey reported that Bob Keith did an outstanding job with the accident that happened on the runway. FAA said nothing has to be done. Investigator indicated he was okay with the way the airport handled the incident. Again, Mackey reiterated the excellent job done by Bob Keith.

Mackey also reported that several people assisted which contributed to the clean up.

Mackey has asked each employee to write down their duties so he can become familiar with the operation of the airport.

Deer on the runway is still ongoing concern.

There is a hole in the old part of the fence which is chain link fencing by the heavily wooded area. Mackey will contact Hamberg Fence for a possible piece of fencing to temporarily fix it. Per the insurance company, anybody can drive equipment on the airport property; not on the public road.

Discussion about role of the manger and further plans at the airport.
Mackey would like to see better communication between Board Members.

MOTION by Holder for WCAA to appoint Dave Mackey as the interim airport manager effective June 15, 2020 thru September 15, 2020 or until new manager is hired to be paid at $14.50 per hour up to 24 hours per week. Support by King. Mackey abstained. All in favor. Motion carried.

Mackey sent information about safety training to Personnel Committee for review
Discussion about Safety Training being just precautionary for safety of employees and others.

MOTION by Holder for $300.00 taken out of travel/education budget line for the S/P2 training safety module.
Support by Clements. All in favor. Motion carried.

10. New Business - None

11. Old Business
    a. Lauren from BCB discussing 2019 audit discussed at beginning of meeting.
    b. Reimburse Karen for Accounting Class-Karen was recognized for her achievement taking and successfully completing the Accounting Class. Karen's knowledge of Accounting will be valuable and needed.

12.. Public Comment-Steve Bujalski thanks the Board for allowing him to attend the meeting.

13. Board Member Comments

Clements feels the Board needs to communicate better and that President Hill should be included in every conversation.

Mackey will email or make contact with Board members when it is important now that he is aware of each member's preference for communicating.

King stated that he would like a phone call if it is important matter as he does not check his email daily due to his daily commitments.

Paul reviewed action items from previous meetings:

Bathroom repair is complete. Paul spoke with Cadillac Accounting about how to calculate vacation time for employees. Paul asked Mackey about possible grants; Mackey advised that he will proceed once he gets the dollar amount needed. FBO matter null now for lack of interest.

Holder asked that Board members stay in their lane and contact correct party or committee when have a question. Things are changing with new members which is good for the airport.

Hill will try to do better with answering his emails. He asks that the sender put "please respond" on the email. Barron is the City appointment to this Board.

14. Next Meeting date is **Tuesday July 7th at 6:00 PM   ***PLEASE NOTE CHANGE*****

15. Adjournment

<u>MOTION</u> by Mackey to adjourn at 8:22 PM. Supported by Holder. All in Favor. <u>Motion carried.</u>

Prepared by Lucinda Rathbun

Lucinda Rathbun

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WEXFORD COUNTY AIRPORT AUTHORITY

MINUTES

Meeting of Wednesday July 7, 2020

1. Meeting was called to order by Hill.
   Present: Hill, Clements, King, Mackey, Paul & Holder
   Absent: Barron
   Lucinda Rathbun (record minutes)

2. Introduction of Guests: Bob Johnson
   Representatives of Prein & Newhof
   Michael Borta, Stephanie Green and Bob Nelson

3. Public Comment: None

4. Additions or Deletions to the Agenda: Written additions by Paul
   Managers job
   Engineering Firm
   Water in hangar rows B & D
   Airport plan for 5, 10 & 15 years
   Grants
   CARES Act
   Status of annual City Contribution

5. Approval of June minutes

MOTION by Holder to approve June minutes
Supported by Clements. All in Favor. <u>Motion carried</u>.

6. Treasurer's Report

Discussed when budget amendments need to be done, preferably October. Reminder that budget amendments need to go the City and County. Approved minutes are given to them.
Action: Holder to find out exactly what City and County need for the budget amendments.

7. Committee Reports
   a. Finance Committee-Holder gave verbal report
   Electricity line item has been reviewed. Karen is proceeding independently with the S/P2 training. Board member pay is the same amount for 1981 year. Holder would like to see it raised from $25 to $35 with $5 per meeting for executive positions.

Tabled to next meeting.

   b. Personnel Committee-did meet several times; written minutes presented.

Discussed candidates and interviewing process along with consulting City and County.
Personnel committee recommends Steve Bujalski and presented an offer letter for Board review.

MOTION by King to offer the position to Steve Bujalski for Airport Manager with an annual salary of $57,000. Supported by Mackey. All in favor. Motion carried.

c. Facilities Committee-did not meet

8. President's Report-To make comments during Manager's Report

9. Manager's Report

Written report reviewed. Mackey reported that Bob Johnson has been very helpful and Karen has beedoing an outstanding job.
Snowblower was discussed.
Action: Mackey to seek ways to fund cost of snowblower upgrade.
Jerry Jenema was hired to replace Bob Keith. Proceeding with patching the fence and requested Consumers Energy Audit.
Bids received for repair to the Community Hangar.
Action: Mackey to get more bids
Discussion included reviewing revenue from the Community Hangar.

MOTION by Holder to allow Mackey to spend no more then $3,380.00 for roof repair on the Community Hangar. Supported by King. All in Favor. Motion carried.

10. New Business

a. Add Clements & Mackey to Mercantile Account and remove Osborn and Helton.

MOTION by Holder to add Clements and Mackey to Mercantile Account and remove Osborn and Helton. Supported by Paul. All in Favor. Motion carried.

b. Kysor Hangar Door-discussed under Manager's Report

c. Additions to Agenda by Bill Paul as attached

Manager's job, needed assistance, and solution if problems occur.
MOTION by Paul that our new manager have the responsibility, authority and latitude to do his job and the manager shall not be micro-managed by any board member. If the manager has this problem with any board member, manager shall contact any personnel committee member and the 3 committee members shall meet quickly to discuss and create an immediate solution. Supported by Holder.
All in favor. Motion carried.

MOTION by Paul to create a liaison position between the WCAA board and the airport manager. The liaison will be a single point contact to quickly answer any questions the manager may have. David Mackey should fill that new position, he can request information from personnel, facilities and finance for answers. Supported by Holder.
DISCUSSION. Motion withdrawn by Paul.

MOTION by Paul to create a liaison position between the WCAA board and the airport manager. The liaison will be a single point contact to quickly answer any questions the manager may have. Dave Mackey should fill that new position as primary then Ray Hill as secondary, they can request information from personnel, facilities and finance for answers. Supported by Mackey.
All in Favor. <u>Motion carried</u>.

Engineering Firm Needed
Discussion about process of having Engineering Firm assigned for projects. Current contract with Prein & Newhof has expired and they have been very helpful knowing they have no obligation to do so. Procedure for Engineering firm contract in process.

Water in hangar rows B and D
Paul presented detailed explanation of on-going problems with pictures showing those concerns. Consensus is this does need to be addressed with new manager.

Airport Plan for 5, 10 & 15 year
Discussion about the need to review airport needs and think beyond just a 5-year plan.
Growth potential, new hangars, property acquisition, revenue streams, construction projects and other ideas.

Grant
Can the County or City help discover grants to off-set our expenses or can they increase their contribution?

CARES Act
Hill and Prein & Newof have been gathering necessary information so they can complete the application process.

Status of City of Cadillac contribution
Written statement from Karen explaining procedure for requesting the annual appropriation and City advised the check will be written Friday July 10th covering the airport contribution by the City through June 30, 2021.

d. Manager's offer-discussed during Personnel Committee Report

11. Old Business
    a. CARES Act update-discussed

12.. Public Comment-Prein & Newof: We are here for you.

13. Board Member Comments

Clements thanks Paul for the information which was very helpful. Clements feels optimistic that the new manager's skills will be utilized and that he feels Mackey is doing a great job. Clements said it was a great meeting.

King agrees with Clements and is excited about the new manager and he believes the new manager will do a great job.

Mackey stated that he will work his schedule with the new manager during hiring transition to assure airport coverage. Mackey believes the airport is heading in the right direction. Airport may need part time help. Mackey thanks everyone for having him on the board and that he is thoroughly enjoying the interim manager position and that he appreciates Bob and Karen's help.

Paul appreciates board members and others putting up with him. Paul says Mackey is doing a great job and that he hopes to get Prein & Newof back on a contract as they have been wonderful to work with.

Holder feels it was a productive meeting and that everyone is getting along working together. Holder may not be able to handle the Treasurer position as it has required lots of extra time.

Hill stated it was a good meeting.

14. Next Meeting date is August 12, 2020 at 6:00 PM

15. Adjournment

MOTION by Holder to adjourn at 8:3PM. Supported by King. All in Favor. Motion carried.

Prepared by Lucinda Rathbun

Lucinda Rathbun

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WEXFORD COUNTY AIRPORT AUTHORITY

MINUTES

Meeting of Wednesday August 12, 2020

1. Meeting was called to order by Holder at 6:00 PM
   Present: Clements, King, Mackey, Paul & Holder
   Absent: Barron
   Manager: Steve Bujalski
   Lucinda Rathbun (record minutes)

2. Introduction of Guests: Ben Townsend, Wexford County Representative
   Representatives of Prein & Newhof
   Michael Borta and Stephanie Green

3. Public Comment: None

4. Additions or Deletions to the Agenda:

Written additions by Paul

Addition to New Business

c. Joseph Barron Resignation
d. Motion from the floor for Secretary
e. Bank signature card update
f. Engineering contract approval, vote. Combine with 10 a
g. Recording Secretary Compensation
h. Additional hangar discussion. Size, location and timeline

Addition to Old Business

a. Meeting per diem change, $25 to $35 plus $5 for executive positions.
   Like to add the ability to individually wave meeting per diem. Either way the Recitals must be amended. Also, the $400/year limit must be changed.
b. Hangar water update.
c. Grants, can County or City help, who follows up?

MOTION by Mackey to approve Agenda with additions. Supported by King. All in Favor. Motion carried.

5. Approval of July minutes

MOTION by Paul to approve July minutes as written.
Supported by Mackey. All in Favor. <u>Motion carried</u>.

6. Treasurer's Report
Letter was sent to the state addressing the State's concerns and they are satisfied. Around August 4th, another letter was received from the State indicating they need a corrective action plan.

Mackey believes that the new manager, Steve, will handle the budget which will take the pressure of the Board Treasurer.

7. Committee Reports
   a. Finance Committee-did not meet
   b. Personnel Committee-did not meet
   c. Facilities Committee-Prein Newhof was the only bid submitted for engineering consultant.
      The committee recommends the board accept their bid.
      Joe Sprague with Cadillac Aircraft Services, LLC has been operating under an unsigned contract based upon a hand shake. Mackey believes Manager Steve should handle repair issues with Cadillac Aircraft and thinks Facilities Committee should not be involved.

Stephanie, Prein & Newhof, recommends running it through MDOT for review and could require onsite engineer to review any type of repairs.

Manager Steve has been designated as part of his manager duties to handle the agreement with Joe, Cadillac Aircraft Service LLC

8. President's Report
CARES $30,000 granted. Manager Steve submitted it to MDOT and waiting for the approval.
Board thanks Stephanie, Prein & Newhof for her hard work.

9. Manager's Report
Manager Steve submitted written report. Discussed personnel, facilities, equipment and operations as detailed in report. USDA has possible grants. Budget will need to reflect the upcoming CARES funds with adjustments made to the budget.

Interim Manager Mackey stated that the Personnel Committee did a great job selecting Steve as manager. He is doing a great job and has all the skills needed for the Airport. Mackey is very excited about the future of the Airport.
AT&T was contacted about a phone line feed that needs to be secured for safety.
The area has been cleaned up along the fence line.

Tree stumps need to be ground out. Complete Tree Service stopped to give a quote.
Action: Manager Steve will get another quote.

10. New Business
    a. Engineering contract update and CARES act-discussed under Committee Reports

MOTION by Paul to have Prein & Newhof to be our engineering company for the next five years. Supported by King. All in Favor. <u>Motion carried</u>.

b. When does the City and County need amended budget?
Holder sent emails to City and County for the information.

Action: Holder to follow up with both City and County.

c. Joseph Barron Resignation

MOTION by Paul that the Board accepts Joseph Barron's resignation and appreciate his service. Supported by Clements. All in Favor. Motion carried.

d. Motion from the floor for Secretary

MOTION by Paul to nominate Jim Clements as WCAA secretary. Supported by King. All in Favor. Motion carried.

e. Bank signature card update

MOTION by Paul to remove Joseph Barron, Nathan Paquin, George Helton, Fred Osborn check signing privileges at Mercantile and add Ray Hill, Karl Holder, Jim Clements, Bill Paul, Bill King and David Mackey to check signing privileges. Supported by Mackey. All in Favor. Motion carried.

f. Engineering contract approval, vote. Addressed in New Business 10 a

g. Recording Secretary Compensation

MOTION by Paul to increase recording Secretary to $75.00 per meeting. Supported by King. All in Favor. Motion carried.

h. Additional hangar discussion. Size, location and timeline

Paul indicated he would like to see Facilities Committee and Manager assess the need for an additional hangar. Paul is willing to help with any stage of the planning including working with Prein & Newhof.

11. Old Business

a. Meeting per diem change, $25 to $35 plus $5 for executive positions.
Like to add the ability to individually wave meeting per diem. Either way the Recitals must be amended. Also, the $400/year limit must be changed.

Action: Chairman Hill to address the City and County about the per diem change and report back at the next meeting.

b. Hangar water update.
Handout presented and discussed.

Action: Manager Steve to meet with Stephanie, Prein & Newhof to arrange a review of the grounds to assess what is needed before the upcoming Master Plan meeting with the State.

d. Grants, can County or City help, who follows up?
Discussion which concluded that Manager Steve is working on this and Prein & Newhof's Cadillac office might have some suggestions.

12.. Public Comment-

Michael with Prein & Newhof is very grateful and appreciates the opportunity to be the Aviation Consultants. Stephanie with Prein & Newhof would be happy to facilitate a strategy hearing. They welcome any questions and willing to help with Airport needs and very excited to be part of this group that wants to improve the facility. They are feeding off the excitement.

13. Board Member Comments

Clements feels meeting was great and constructive. He is encouraged by all the work Steve is already doing. He welcomes Steve to use board members whenever possible as they are always there for him and willing to assist. Clements again wants Steve to reach out to Board members as we want to make you succeed. It is a positive way of growing. We are being more aggressive and positive making things better and more organized.

King thanked Mike and Stephanie from Prein & Newhof for their input. He thanks Steve for surviving a month and he is doing a great job.

Mackey agrees that Steve is doing a great job. Mackey reminded the board to be point of contact as Steve is trying to handle everything. Mackey believes we are heading in the right direction. He also appreciates Clements help with the phones and many other things.

Paul said that we need to talk about and work together to get things solved. I am willing to help. Steve is the best thing that has happened to the Airport.

Holder thanks Prein & Newhof and Ben Townsend for coming to the meeting. Holder believes is was a productive meeting and he appreciates every one's input. He welcomes Steve and recognizes that we are really piling stuff on.

14. Next Meeting date is September 9, 2020 at 6:00 PM

15. Adjournment

MOTION by Mackey to adjourn at 8:00 PM. Supported by Paul. All in Favor. Motion carried.
Meeting adjourned.

Prepared by Lucinda Rathbun

Lucinda Rathbun

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WEXFORD COUNTY AIRPORT AUTHORITY

MINUTES

Meeting of Wednesday September 9, 2020

1. Meeting was called to order by Hill at 6:01 PM
   Present: Hill, Clements, King, Mackey, & Paul
   Absent: Holder
   President: Manager Steve Bujalski
   Lucinda Rathbun (record minutes)

2. Introduction of Guests: Stephanie Green, Representative of Prein & Newhof
   Ben Townsend, Representative of Wexford County

3. Public Comment: None

4. Additions or Deletions to the Agenda:
   10 b. Land Lease

5. Approval of August minutes

MOTION by King to approve August minutes as written.
Supported by Paul. All in Favor. <u>Motion carried.</u>

6. Treasurer's Report
   Holder absent; no report given.

7. Committee Reports
   a. Finance Committee-did not meet
   b. Personnel Committee-did not meet
   c. Facilities Committee- 5-, 10- & 15-year plan
      Email concerns to Manager Steve as he will be putting together ideas for the facilities plan
      Monday or Tuesday Committee to meet with Steve to go over concerns.

8. President's Report-Nothing to Report

9. Manager's Report
   Written report submitted by Manager.
   Manager stated that Bob Keith is an asset to the team and Karen has been working to help streamline the workflow.
   Facilities concerns discussed including Equipment and Operations.
   Discussion about hangar tenant locations, relocations or other options.
   Presented written MDOT Office of Aeronautics CBA Community Benefits Assessment

Fuel Sales reviewed.
Manager would like to make some changes with Payroll, using in house QuickBooks with outside accounting service for quarterly reports. Manager will get quotes with possible change in January.
Manager would like online checking and credit card activity access. Board Chair Hill has been working on that.
Outside businesses have used the conference room which sometimes require video projection so Manager would like a TV for use in the conference room.
Manager requested formal explanation of agenda which resulted in Board Chair to prepare agenda.

MOTION by Paul that Manager has authority to spend up to $15,744.00 to repair the hangar with ½ inch concrete lip and 8 feet wide on hanger B5, B6 & B10.
Supported by Mackey. All in Favor. Motion carried.

Action item: Manager Steve to get quote about grinding.

10. New Business

a. Consult with engineers on Solar array south of R/W 36 threshold for CCI or another sponsor 25/30-year lease. Consumers Energy and Wolverine Power not involved.

b. Land Lease
Revenue streams discussed.

11. Old Business

a. Water in "B" hangars, known slip hazard, repair 3 of the 10 hangars to prove repair concept
Discussed during Manager's report.
b. Kysor hangar door dangerous must repair.

MOTION by Mackey to authorize Manager to spend up to $4,690.00 to repair Kysor hangar doors.
Supported by Paul. All in Favor. Motion carried.

c. Snow blower rehab/refurbish $40,000 Estimate labor/equipment savings by snow-blowing.
Can we include this in the Airport Capital Improvement Program?
Discussed during Manager's Report

Action Items Reviewed:
1. Big Tool – welding department at Career Tech; budget it for next year.
2. Loader for John Deere; discussed.
3. County/City Grants; Manager has spoken with the County where he received information about the USDA grant; has not connected with the City
4. Increases per diem; tabled

12.. Public Comment- Ben Townsend, Wexford County Representative
Appreciates the Board and if you need a county representative, very willing to attend and/or assist. Likes the idea of agenda being prepared ahead and would like to be on the list to receive the agenda.
Would like to be a blessing to WCAA.

Stephanie Green, Prein & Newhof, would like to be on the list to receive the agenda to prepare and/or research before meeting

13. Board Member Comments

Clements-good banter, work well together, ideas are great. Detail is great by Manager and believes work load for Manager will diminish when things are completed; support for Steve with all upcoming needs and the 5-, 10- & 15- year plan good.

King-covered good ground and looking forward to reviewing the airport with Manager to get a better lay out and understanding of the facility

Paul-moving in the right direction, planning sessions and ideas good prep to save time at the meetings; need to follow up on action items; thanks the board and good meeting

Hill-good dialogue tonight and appreciates it

14. Next Meeting date is October 14, 2020 at 6:00 PM

15. Adjournment
MOTION by to Paul to adjourn at 8:03 PM. Supported by King. All in Favor. Motion carried.

Prepared by Lucinda Rathbun

Lucinda Rathbun

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MEETING MINUTES
Cadillac Zoning Board of Appeals
5:30 P.M.
August 20, 2020 Virtual Meeting on GoToMeeting.com

CONVENE MEETING
Chairperson Nichols called to order a meeting of the Cadillac Zoning Board of Appeals at 5:32 p.m. on August 20, 2020.

ROLL CALL
MEMBERS PRESENT:	Nichols, Ault, Knight, and Bontrager
MEMBER ABSENT:	Genzink , & Walkley
STAFF PRESENT:	Coy

Applicant Shellie Schneider participated remotely.

APPROVAL OF MEETING AGENDA
Motion by Bontrager to approve the August 20, 2020 agenda. Support by Ault. The motion was unanimously approved on a roll call vote.

APPROVE THE DECEMBER 19, 2019 MEETING MINUTES
Motion by Knight to approve the September 19, 2019 meeting minutes as presented. Support by Nichols. The motion was unanimously approved on a roll call vote.

Nichols turned the meeting over to Coy. Coy went through the staff report without using a power-point presentation as he normally would.

PUBLIC HEARINGS
A Variance Application from Matt and Shellie Schneider at 689 Holly Road to have an accessory structure for storage located in their east side yard. The Zoning Ordinance in Section 46-656(2) reads “Buildings accessory to a residential building shall not be erected in any required yard, except a rear yard”.

Coy explained that the Schneider’s purchased their home on Holly Road in 2017. The home does not have a basement. He explained that the Schneider’s purchased the shed placing it in the side yard not realizing the placement would be an issue. There are many homes on the lakeside of Holly Road with accessory structures located in the side yards and street side of the properties. Front yards of homes on the lakeside are defined as the shoreline sides and the street side is the rear yard. This is opposite of non-lakefront homes.

He added the usable area in the rear yard is tiny because of a slope leading up to the White Pine Trail. A retaining wall is in place to keep the slope from eroding close to the home. There currently is a ten foot by eight foot shed in the rear yard. The staff report Coy prepared included photos of the rear yard. Coy also included a site plan showing the distance from the southeast and southwest corners of the home to the retaining wall holding the soil from the slope in place. The retaining wall was there when the Schneider's purchased the home. He also took a measurement from the deck to the existing 80 square foot shed. The size of the new shed is under 200 square feet and does not require a building permit.

Coy read the standard in Section 46.69(2) from the City Code of Ordinances which reads "To authorize, upon an appeal, a variance from the strict application of the provisions of this chapter where by reason of exceptional narrowness, shallowness, shape or area of a specific piece of property at the time of enactment of this chapter or by reason of exceptional conditions of such property, the strict application of the regulations enacted would result in peculiar or exceptional practical difficulties to, or exceptional undue hardship upon the owner of such property, provided such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this chapter."

Finding – Coy explained that because of the slope in the rear yard begins so close to the home that there is an exceptional practical difficulty in placing the 11 foot by 16 foot shed in the rear yard because of shallowness..

Next Coy went over the standards in Section 46-69(4) of the Cadillac City Code. The standards state that in consideration of a variance, the Zoning Board of Appeals shall first determine that the proposed variance will not result in conditions which:

Standard – *The variance will not impair an adequate supply of light and air to adjacent property*.

Finding – The requested variance is not anticipated to impair an adequate supply of light and air to adjacent properties.

Standard - *The requested variance will not unreasonably increase congestion in public streets.*

Finding – The requested variance will not impact traffic on Holly Road.

Standard – *The requested variance will not increase the danger of fire or endanger the public safety.*

Finding – The requested variance will not increase the danger of fire or endanger the public safety.

Standard – *The requested variance will not unreasonably diminish or impair established property values within the surrounding area.*

Finding – Staff feels this will not negatively impact neighboring property values.

Standard – *The requested variance will not impair the public health, safety, comfort, morals, or welfare of the inhabitants of the city.*

Finding – The requested variance is not anticipated to impair the public health, safety, comfort, morals, or welfare of the inhabitants of the city.

PUBLIC NOTICES

Coy said that notification of the public hearing on this application was given via first-class mail to all property owners and residents within 300 feet of the subject site in early August. No neighbors commented against the location of the structure.

Coy concluded his presentation with "based on a finding of compliance or non-compliance with the standards of the ordinance, the Board shall approve, approve with conditions, or deny the variance application." Reasonable conditions may be attached to an approval in-order to achieve compliance with the standards of the ordinance.

Nichols opened the meeting to public comments.

Knight asked if it would be possible to fit the shed in the southwest corner of the lot near where the current 80 square foot shed is located. Coy answered that to do so he feels excavation equipment would need to be brought in to dig out an area into the slope.

There being no other public comments or questions from this Board of Appeals.

A motion was made by Knight to approve the request for the location of the new shed to be in the east side yard at 689 Holly Road where it currently is located. Support from Bontrager. The motion passed on a unanimous vote.

NEW BUSINESS

Election of officers for 2020.

Ault made a motion for the officers to remain the same as in 2019 having Louis Nichols Chairperson and Shari Ault Vice-chairperson. Support from Bontrager. The motion passed on a unanimous vote.

BOARD MEMBER COMMENTS –

ADJOURN

Chairperson Nichols adjourned the meeting at 5:57 pm.