



City Council Meeting

September 5, 2023

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601



September 5, 2023 City Council Meeting Agenda
6 p.m. at City Hall - 200 N. Lake St. – Cadillac, MI 49601

We communicate openly, honestly, respectfully, and directly

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

This opportunity for public comment provides the public with a chance to make a statement regarding any subject matter. Public comment is not an opportunity to necessarily ask questions or converse with City Staff, Council Members or other meeting attendees. Contact information for Council and staff is available on our website, www.cadillac-mi.net, or can be obtained by calling (231) 775-0181. Comment time is limited to 3-minutes, and unused time may not be yielded back or given to someone else to use.

III. CONSENT AGENDA

All items listed on the consent agenda are considered routine and will be enacted by one motion with roll call vote. There will be no separate discussion of these items unless a Council Member so requests it, in which event the items will be removed from the consent agenda and discussed separately.

- A. Minutes from the regular meeting held on August 21, 2023
Support Document III-A

IV. COMMUNICATIONS

- A. United Way
Support Document IV-A

Cadillac City Council Agenda

September 5, 2023

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V. APPOINTMENTS

- A. Recommendation regarding appointment to the Cadillac Housing Commission.
Support Document V-A

VI. CITY MANAGER'S REPORT

- A. Discussion on direction regarding the amendment of the zoning ordinance.

VII. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2024.
Support Document VII-A
- B. Adopt Resolution to Approve Purchase of Real Property.
Support Document VII-B

VIII. PUBLIC COMMENTS

This opportunity for public comment provides the public with a chance to make a statement regarding any subject matter. Public comment is not an opportunity to necessarily ask questions or converse with City Staff, Council Members or other meeting attendees. Contact information for Council and staff is available on our website, www.cadillac-mi.net, or can be obtained by calling (231) 775-0181. Comment time is limited to 3-minutes, and unused time may not be yielded back or given to someone else to use.

IX. GOOD OF THE ORDER

X. CLOSED SESSION

Adjourn to closed session to consult with the City Attorney regarding trial or settlement strategy in connection with pending litigation in *City of Cadillac v Casity Kao*, Case No. 23-0030949, and *City of Cadillac v Neil & Jo Almond*, Case No. 23-0030948, for the reason that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City and to discuss a written confidential legal opinion with the City Attorney.

XI. ADJOURNMENT

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

Respect

Integrity

Trust

Excellence

Guiding Behaviors

We support each other in serving our community

We communicate openly, honestly, respectfully, and directly

We are fully present

We are all accountable

We trust and assume goodness in intentions

We are continuous learners

CITY COUNCIL MEETING MINUTES

August 21, 2023

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Present: Elenbaas, Schippers, King, Mayor Filkins
Council Absent: Engels
Staff Present: Roberts, Wasson

APPROVAL OF AGENDA

2023-144 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

Randy Lindell made comments about the Water Department and a former employee.

CONSENT AGENDA

2023-145 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNICATIONS

A. Highfield Boats

2023-146 Approve reservation of public docking spaces for Highfield Boats.

Motion was made by Elenbaas and supported by King to allow Highfield Boats to reserve the public docking spaces during their dealer show on September 11-12, 2023 as presented.

Motion unanimously approved.

B. Cadillac Area Public Schools

2023-147 Approve display of banner for CAPS.

Motion was made by Schippers and supported by Elenbaas to approve the display of a banner from August 21-28, 2023 for the Cadillac Area Public Schools.

Motion unanimously approved.

C. Chamber of Commerce

2023-148 Approve street closure for business trick or treating event.

Motion was made by Elenbaas and supported by Schippers to approve the closure of Mitchell St. between Cass St. and Nelson St. from 4:00 pm to 7:00 pm on October 25, 2023 for the Chamber of Commerce business trick or treating event.

Motion unanimously approved.

D. Trunk or Treat & Food Drive Fundraiser

2023-149 Approve street closure for Trunk or Treat & Food Drive Fundraiser.

Motion was made by Schippers and supported by Elenbaas to approve the closure of Hemlock St. between E. River St. and Crippen St. from 5:00 pm to 7:00 pm on October 21, 2023 for the Trunk or Treat & Food Drive Fundraiser.

Motion unanimously approved.

APPOINTMENTS

A. Recommendation regarding reappointment to the Cadillac-Wexford Airport Authority.

2023-150 Approve reappointment to the Cadillac-Wexford Airport Authority.

Motion was made by Elenbaas and supported by King to approve the reappointment of Karl Holder to the Cadillac-Wexford Airport Authority for a 2-year term to expire on August 21, 2025.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution to Name the Pickleball Courts in the Cadillac Lakefront Park “The Sjogren Courts”.

Owen Roberts, Director of Finance, noted it has been a real joy to work with the Sjogren family from the inception of the idea to the completion of the pickleball courts.

2023-151 Adopt Resolution to Name the Pickleball Courts in the Cadillac Lakefront Park “The Sjogren Courts”.

Motion was made by King and supported by Elenbaas to adopt the Resolution to Name the Pickleball Courts in the Cadillac Lakefront Park “The Sjogren Courts”.

Motion unanimously approved.

Cliff Sjogren noted the name “Sjogren” translates to “branch of the lake”. He stated his wife’s mother had the last name of “Flodquist” which translates to a “stream” and a “twig”. He noted he has used the Keith McKellop Walkway hundreds and hundreds of times. He stated his name is on the Pavilion and now it will be on the pickleball courts. He noted this is what happens when you let someone do all of that walking, they want their name all over the place. He stated both sets of grandparents settled here in the late 1890s and his wife’s grandmother was a Reeder, which was the founding family of Lake City so they have a lot of history in this area. He thanked Council and noted this is very important to him.

B. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2024.

Roberts stated the budget amendment formalizes the Consumers Energy Prosperity Grant Fund.

2023-152 Adopt Resolution Amending General Appropriations Act for Fiscal Year 2024.

Motion was made by King and supported by Elenbaas to adopt the Resolution Amending General Appropriations Act for Fiscal Year 2024 as presented.

Motion unanimously approved.

MINUTES AND REPORTS OF BOARDS AND COMMISSIONS

A. Historic Districts Commission

B. Cadillac West Corridor Improvement Authority

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Schippers noted the Mayor’s Youth Council will be hosting a movie in the park on August 25, 2023, the movie will be Inside Out. She stated one of her recent out-of-town visitors was very impressed and she was also impressed to see all of the activity in the Cadillac Commons area.

Elenbaas offered a special thank you to “Top” Sjogren and noted people like him make Cadillac a special place to live.

Roberts stated as a result of a recent lake survey, there is going to be 20 acres treated. He noted Lester Street is not completed but we have been working very closely with the staff at Franklin Elementary.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

Sandra Wasson, City Clerk



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

Today's Date August 25, 2023

City Received Date

MUST BE OFFICIALLY CITY DATE STAMP

Banner Request Form

Monday Banner Start Date 9/11/23

Monday Banner End Date 9/18/23

(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 CAMPAIGN

Organization UNITED WAY WESTFORD/MISS Contact Person ANDY UCRITH

Contact Ph [REDACTED] Contact Email [REDACTED]

City of Cadillac & State of Michigan Guidelines:

- ☒ Banner requested date is a minimum of 2 months prior to display date requested.
- ☒ I understand the City reserves the right to determine when the banner is hung during inclement weather.
- ☒ I understand 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.
- ☒ Banner picture or a design proof is attached with this request 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.
- ☒ I understand and agree to these requirements and understand if these are not met the request will be denied.
- ☒ Form must be mailed or brought to: **(Email or Fax will not be accepted)**

Cadillac City Hall
Attn: Public Works Department-Events
200 N. Lake Street
Cadillac, MI 49601

Print Name ANDY UCRITH Signature [Signature] Date 8/25/23

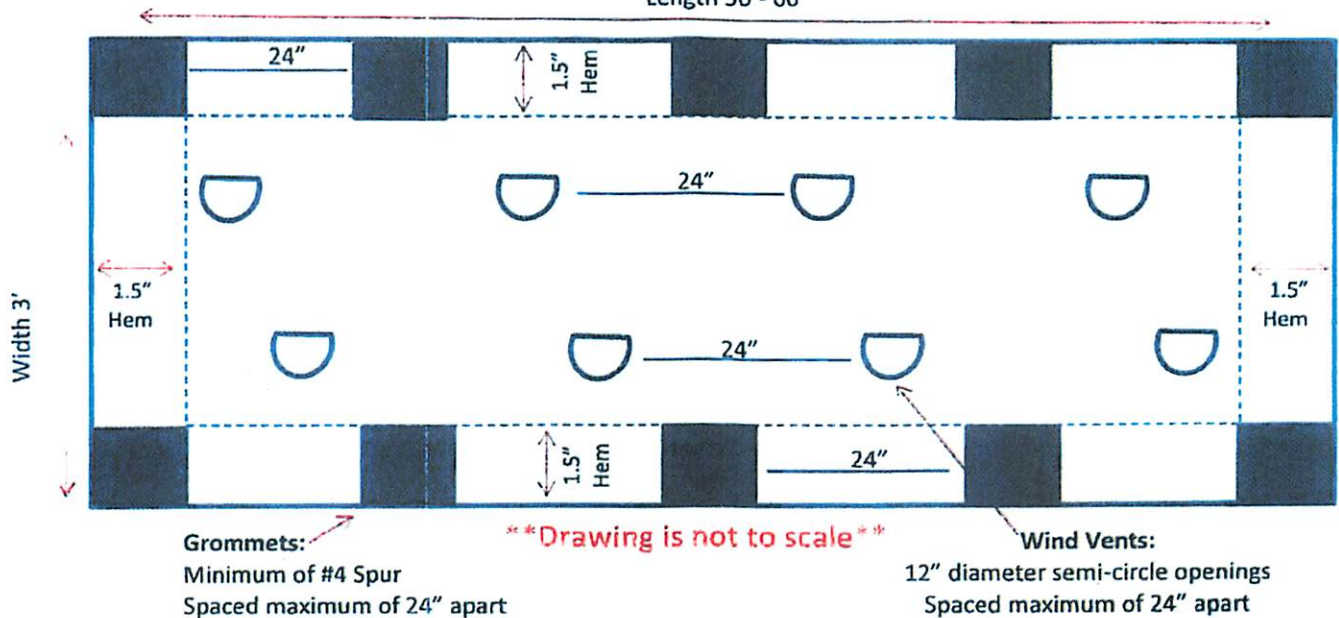
Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

For Office Use Only

Public Works _____	Comments _____	Date Approved _____
City Clerk _____	Comments _____	Date Approved _____
City Council _____	Comments _____	Date Approved _____
State of Michigan _____	Comments _____	Date Approved _____

Banner Specifications

- Banner must be made of a minimum of 18 oz. vinyl or of comparable material
 - Hem must be 1.5" double folded and stitched on inside & outside
 - Grommets must be a minimum of # 4 Spur and not more than 24" apart along top & bottom
 - Wind Vents must 12-18" semi-circle openings and not be more than 24" apart
- Length 30' - 60'



Attach a photo of the banner or provide a detailed design proof

(Request will not be approved without a proof or picture)



September 5, 2023

COUNCIL COMMUNICATION

Re: Appointment of John Iehl to a Five-Year Term on the Cadillac Housing Commission.

John Iehl has expressed interest in being appointed to serve as a member on the Cadillac Housing Commission for a five- year term.

Requested Council Action:

Motion to appoint John Iehl to a five-year term on the Cadillac Housing Commission which will end on 9/5/2028.



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

Please print or type:

Name John Tahl Address [REDACTED]

Telephone: Home [REDACTED] Business/cell _____

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.

2017 - present Vice President Cadillac Historical District Commission
2011 - 2020 Spectrum Health Med Staff

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.

Medical Expertise: My background in medicine provides a strong analytical and research-oriented skillset - which can be valuable when assessing the historical significance and preservation of needs in the community.

Property Ownership: My Experience in owning, managing rentals including HUD rentals - demonstrates my understanding of renovation, management of people and structures.

Interdisciplinary Perspective: Diverse experience in working with the underserved population and in both medicine and rentals has provided well rounded solutions that can address the diverse challenges our community faces.

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?

As a dedicated advocate for equitable housing and a season property owner with experience of managing rentals, I would be able to contribute to a board that has Section 8/HUD housing. My unique skills & perspectives positions me well to have a meaningful impact. I can help ensure housing initiatives are effectively implemented, fostering better living conditions for residents and forging stronger community connections.

Personal

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

If yes, please indicate potential conflicts.

I currently have one Section 8/HUD Tenant that was intended by purchasing a multifamily property.

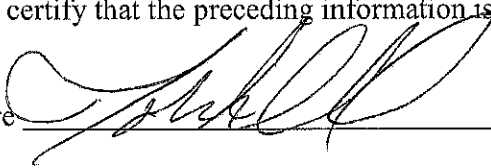
Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment, and will you have such time? ☒ Yes ☐ No

I do work a full time medical job so I will not be able to attend every meeting. my patients do take priority.
Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

Previously mentioned

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

Signature



Date

by 29, 2023

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.

City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

RESOLUTION NO. 2023-____

**RESOLUTION AMENDING GENERAL APPROPRIATIONS ACT
FOR FISCAL YEAR 2024**

At a regular meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held in the Council Chambers, Cadillac Municipal Complex, 200 North Lake Street, Cadillac, Michigan, on the 5th day of September, 2023, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the City adopted Ordinance No. 2023-05, Ordinance Adopting General Appropriations Act for Fiscal Year 2024 ("General Appropriations Ordinance") on May 15, 2023, which approved a general appropriations act for the 2024 fiscal year; and

WHEREAS, Section 10.5 of the City Charter provides that the City Council may make additional appropriations during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, Section 9 of the General Appropriations Ordinance authorizes the City Council to make such additional appropriations by resolution; and

WHEREAS, the City Council has determined that additional appropriations are required due to unanticipated expenditures;

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

1. The general appropriations act for the 2024 fiscal year is hereby amended in
the manner set forth in the attached Exhibit A, which is incorporated by reference.

2. 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 5th day of September, 2023.

Sandra Wasson
Cadillac City Clerk

City of Cadillac

Financial Services Department

FY2024 Budget Amendment #2

September 5, 2023

EXHIBIT A

Current Budget	Amended Budget	Increase (Decrease)
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Industrial Park Fund

Department: Expenditures	\$0	\$275,000	\$275,000
Amended Line Items Detail			
Capital Outlay	0	275,000	275,000

Purpose: *Appropriate funds to purchase industrial park lot and pay for surveys and other expenses that may be required. Fund currently has just over \$580,000 on hand.*

City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Tiyi Schippers

Councilmembers
Stephen King
Robert J. Engels
Bryan Elenbaas

RESOLUTION NO. 2023-_____

**RESOLUTION TO APPROVE
PURCHASE OF REAL PROPERTY
(PORTION OF THE FORMER WESTERN CONCRETE PROPERTY)**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, on the 5th day of September, 2023, at 6:00 p.m. at the Cadillac Municipal Complex, 200 N. Lake Street, Cadillac, Michigan 49601.

PRESENT: _____

ABSENT: _____

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

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

WHEREAS, the City wishes to purchase from the Cadillac Industrial Fund ("CIF") real
property located in the City of Cadillac, Wexford County, Michigan, formerly known as the
Western Concrete property located on Fifth Street, pursuant to the attached purchase
agreement between the City and the CIF (the "Real Property"); and

WHEREAS, the purchase of the Real Property as described in the purchase
agreement is in the public interest.

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

1. The purchase of the Real Property for \$250,000 is hereby approved, and the attached purchase agreement is approved.

2. The Mayor and the City Clerk are authorized to make modifications to the purchase agreement as may be necessary or appropriate (except a modification of the purchase price), and to execute the attached purchase agreement, execute any and all documents, and take any and all actions, as may be necessary or appropriate to close upon the purchase of the Real Property.

3. 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. 2023-____, duly adopted at a regular meeting of the City Council held on the 5th day of September, 2023.

Sandra Wasson
City Clerk

AGREEMENT TO BUY AND SELL REAL PROPERTY

THIS AGREEMENT TO BUY AND SELL REAL PROPERTY is executed between the Cadillac Industrial Fund, Inc., a Michigan nonprofit corporation, of 222 Lake Street, Cadillac, Michigan 49601 (“Seller”), and the City of Cadillac, a Michigan municipal corporation, of 200 North Lake Street, Cadillac, Michigan 49601 (“Buyer”). The “Effective Date” of this Agreement is the date it is signed by Buyer.

RECITALS

Seller is the owner of real property located at 509 5th Street, Cadillac, MI 49601 (PPN 83-10-068-00-003-00), in the City of Cadillac, County of Wexford, State of Michigan and legally described on Exhibit A (to be attached after survey and title work are obtained), together with all easements, improvements and appurtenances thereto (the “Real Property”). The Real Property adjoins other real property owned by Buyer.

AGREEMENT

The parties agree as follows:

1. Sale and Purchase. Seller agrees to sell the Real Property to Buyer, and Buyer agrees to purchase the Real Property from Seller, for the Purchase Price and according to the terms and conditions set forth in this Agreement. Buyer will pay to Seller the Purchase Price in immediately available funds at the Closing.

2. Definitions. As used in this Agreement, the following terms are defined as:

(a) Agreement: This Agreement to Buy and Sell Real Property.

(b) Closing: Consummation of the transaction described in this Agreement. The Closing will take place on a day mutually determined by the parties, but not later than 30 days after the expiration of the Feasibility Period (the “Closing Date”), at the office of the Title Insurance Company, or such other place as the parties may agree. “Pre-Closing” means that period from the date of this Agreement to the Closing Date, during which time the parties will work in good faith to satisfy all requirements of this Agreement necessary to transfer the Real Property.

(c) Purchase Price: The Purchase Price shall be Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00), payable by certified funds or wire transfer at Closing.

(d) Title Insurance Company: Lighthouse Title Inc. (Cadillac Title).

(e) Permitted Encumbrances. All encumbrances noted on the public record and not objected to by Buyer are Permitted Encumbrances.

3. Title and Survey.

(a) Warranty Deed. At the Closing, Seller will transfer the Real Property to Buyer by warranty deed, subject to the Permitted Encumbrances.

(b) Title Insurance. Within fourteen (14) days of the Effective Date, Buyer will obtain a title commitment for an ALTA Owner's title insurance policy from the Title Insurance Company, which will include copies of all recorded documents identified in the title commitment, in the amount of the Purchase Price, covering title to the Real Property on or after the Effective Date, showing Seller as the owner of the Real Property. Buyer will provide a copy to Seller. The title commitment will be subject to standard exceptions unless Buyer provides the survey described below, and will not provide coverage over the Permitted Encumbrances. Buyer shall be responsible for the delivery of any survey required by the Title Insurance Company for the removal of standard exceptions. Any failure to deliver such a survey shall mean that the title insurance policy will be issued with standard exceptions. If the title commitment contains any exception that is not a standard exception and Buyer provides written notice to Seller within ten (10) days after receipt of the title commitment, then Seller shall have the option, but not the obligation, to promptly remove such exception. If Seller elects to not remove such exception (in which event Seller shall notify Buyer in writing within seven (7) days of receipt of Buyer's notice), then Buyer or Seller may terminate this Agreement by written notice to the other within seven (7) days of Seller's written notice of its election not to remove the exception objected to by Buyer. If neither Buyer nor Seller terminate this Agreement, then the parties shall proceed to Closing and such exception shall be treated as a Permitted Encumbrance. If Buyer or Seller terminate this Agreement, the parties will have no further rights or obligations hereunder except as otherwise specifically provided. Seller will pay the cost of a title insurance policy to be subsequently issued pursuant to the title commitment.

(c) Survey. Seller has provided to buyer a copy of any survey of the Real Property in Seller's possession. Buyer may, at its option, obtain a new or updated survey ("Survey") of the Real Property. Any defects set forth on the Survey which are not objected to in writing from Buyer to Seller within the Feasibility Period shall be deemed accepted by Buyer and shall be "Permitted Encumbrances". If Seller is unable or unwilling to cure such defects by the Closing Date, then Buyer shall have the rights ascribed to Buyer the same as if Seller fails to cure a title defect.

4. Contingencies. The obligation of Buyer and Seller to close under this Agreement is contingent upon approval of Buyer's City Council and Seller's Board which approval shall be obtained no later than 60 days from the Effective Date. Buyer's obligations under this Agreement are subject to the satisfaction or waiver of each and all of the following conditions:

(a) Feasibility; Inspections and Investigations. Buyer shall complete any inspections and investigations of the Real Property (including without limitation environmental inspections, and of any easements, leases, and/or other encumbrances) and determining at Buyer's reasonable discretion that it is feasible and desirable for Buyer to own and operate the Real Property in a manner and upon terms and conditions reasonably satisfactory to Buyer, and

that Buyer, in its reasonable discretion, is satisfied with the results of its inspections and investigations of the Real Property. Except as provided in Section 3(b) with respect to title matters, Buyer shall have ninety (90) days after the Effective Date (the "Feasibility Period") to give Seller written notice of any objections to any material matter involving the Real Property. Seller shall then have five (5) days after receipt of such a written objection to cure the objectionable matter. Seller may, at any time after receipt of a timely objection from Buyer, terminate this Agreement rather than cure the objectionable matter, in which event the Deposit shall be returned to Buyer and the parties shall have no further rights or obligations hereunder except as otherwise specifically stated. If Seller attempts but does not or cannot cure an objectionable matter within such five (5) day period, then Buyer may, at any time before the completion of such cure, provide written notice to Seller terminating this Agreement, and the parties shall have no further rights or obligations hereunder except as otherwise specifically stated. The Closing will be extended to accommodate any objections. Buyer may by written notice (email is sufficient) to Seller extend the Feasibility Period for up to an additional sixty (60) days.

(b) Effect of No Notice. If Buyer fails to give Seller timely written notice of an objection to any material matter within the Feasibility Period, then any and all objections of Buyer shall be deemed waived, and the parties shall proceed to Closing.

(c) Governmental Action. Except as specifically set forth herein, Buyer has no obligation to take any action, or not take any action, in its role as a governmental entity.

5. Feasibility Period.

(a) Feasibility Period. During the Feasibility Period, Buyer will have full access to the Real Property during normal business hours for purposes of fully inspecting the same.

(i) During the Feasibility Period, Buyer and its employees, agents or contractors may go upon the Real Property for the purpose of making any investigations or inspections which Buyer deems necessary. Buyer shall use reasonable efforts to minimize any disturbance to the Real Property.

(ii) To the extent permitted by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all liens, claims, losses, damages and liabilities arising out of Buyer's (and/or its employees, agents or contractors) entry onto the Real Property prior to Closing. Any damage caused by such entry, inspections, testing or studies shall be promptly repaired by Buyer. The provisions of this Section shall survive the Closing or any termination of this Agreement.

(b) Closing.

(i) Closing Documents. The Closing will take place within thirty (30) days after the expiration of the Feasibility Period. At the Closing, the following documents will be executed and delivered by and between the parties:

(A) Seller and Buyer will execute and deliver to each other a Closing Statement reflecting the manner in which the Purchase Price is allocated and paid.

(B) Buyer will obtain, at Seller's cost, an owner's policy of title insurance in the form contemplated by Section 3(b).

(C) Seller will execute and deliver the warranty deed for the Real Property.

(D) The parties will execute such further documentation as is reasonably necessary to evidence and close the transaction.

(ii) Purchase Price. At the Closing, Buyer shall pay the Purchase Price in immediately available funds, subject to adjustment as provided below.

(iii) Closing Costs. At the Closing, the following expenses will be paid and the Purchase Price will be adjusted in accordance with the following provisions:

(A) Seller will pay all real property taxes and assessments due or payable before Closing. Buyer will pay all real property taxes and assessments due or payable after Closing.

(B) Seller will pay any Michigan real property transfer tax applicable to this transaction. Buyer will be responsible for all recording fees pertaining to the deed.

(C) Seller and Buyer shall share equally any closing fees charged by the Title Insurance Company.

6. Possession. Seller will tender possession of the Real Property to Buyer at Closing.

7. Warranties and Representations; Covenants; AS-IS Condition.

(a) Warranties and Representations. Buyer represents and warrants to Seller as follows:

(i) Authority. Subject to the approval of Buyer's City Council, Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Buyer are and will be authorized to sign on Buyer's behalf and to bind Buyer. This Agreement and all documents to be executed by Buyer are and will be binding upon and enforceable against Buyer.

(b) Seller's Warranties and Representations. Seller represents and warrants to Buyer as follows:

(i) Authority. Subject to the approval of Seller's Board, Seller has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller, and all required actions and approvals have been taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed on behalf of Seller are and will be authorized to sign on Seller's behalf and to bind Seller. This Agreement and all documents to be executed by Seller are and will be binding upon and enforceable against Seller.

(c) Survival of Representations and Warranties. Any and all representations, warranties and agreements made by Buyer or Seller in this Agreement or in any instrument to be furnished pursuant to this Agreement will be true through and will survive the Closing. Each party agrees to notify the other promptly if it becomes aware of any transaction or occurrence prior to the Closing Date which would make any of their agreements, representations or warranties in this Agreement untrue in any material respect.

(d) "AS-IS" "WHERE-IS" Condition of Real Property

(i) BUYER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE REAL PROPERTY "AS-IS" "WHERE-IS" AND "WITH ALL FAULTS" WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM, OR ON BEHALF OF, SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES CONCERNING THE REAL PROPERTY AND ANY PORTIONS THEREOF INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(ii) Buyer is relying strictly upon Buyer's due diligence, investigations and inquiries to make the decision to purchase the Real Property and to close. Upon Closing, Buyer will be deemed to have been fully satisfied with the results of its inspections and investigations regarding the Real Property. Seller specifically disclaims any and all warranties or knowledge regarding the environmental condition regarding the Real Property. Seller advises Buyer to obtain environmental reports and studies regarding the Real Property. Buyer acknowledges that upon Closing, it will be deemed to have full knowledge regarding the Real Property.

8. Default.

(a) By Seller. Upon occurrence of any event of default by Seller, Buyer's sole remedy shall be to terminate this Agreement.

(b) By Buyer. If, after the satisfaction of all contingencies, Buyer refuses to close this transaction, Seller's sole remedy shall be to terminate this Agreement.

9. Miscellaneous.

(a) Assignment. This Agreement may be assigned by Buyer with the written consent of Seller, which consent will not be unreasonably withheld. Buyer's assignee will enjoy the full rights and benefits of this Agreement as if it were Buyer, but Buyer shall remain fully liable hereunder.

(b) Eminent Domain. If, after the execution of this Agreement, but prior to Closing, all or any material portion (in Buyer's reasonable judgment) of the Real Property is taken by exercise of the power of eminent domain or any proceedings are threatened or instituted to effect such a taking, Seller will immediately give Buyer notice of such occurrence, and Buyer may, within fourteen (14) days after receipt of such notice, elect either (i) to terminate this Agreement, in which event the Deposit will be returned to Buyer and all obligations of the parties will cease and this Agreement will have no further force and effect, or (ii) to close the transaction contemplated hereby as scheduled (except that if the Closing Date is sooner than fourteen (14) days following Buyer's receipt of such notice, Closing will be delayed until Buyer makes such election), in which event Seller will assign and/or pay to Buyer at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

(c) Notices. All notices, requests and demands to or upon any party to this Agreement must be in writing and delivered personally or mailed first class, postage prepaid. Notice will be deemed effective on the date postmarked, if by mail, or on the date of delivery, if personally delivered.

(d) Waiver. No provision in this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct or course of dealing will be deemed a waiver. No waiver by any party of any violation or breach of this Agreement will be deemed or construed to constitute a waiver of any other violation or breach, or as a continuing waiver of any violation or breach.

(e) Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns.

(f) Merger and Modification. This constitutes the entire Agreement between the parties and any prior discussions, negotiations and agreements between the parties are merged herein. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.

(g) Governing Law. This Agreement is governed by the laws of the State of Michigan.

(h) Professional Representation. Each of the parties shall pay all of the costs that it incurs incidental to this Agreement and the performance of any related obligations, whether or not the transactions contemplated by this Agreement are consummated. The parties have had a full and fair opportunity to consult with advisors of their choosing regarding this Agreement and the transactions contemplated herein. The parties enter into this Agreement

knowledgeably and voluntarily. This Agreement shall be construed in a reasonable manner consistent with good faith and as if the parties had jointly drafted it.

(i) Severability. Any terms of this Agreement that may be found to be contrary to law or otherwise unenforceable will not affect the remaining terms of this Agreement, which will be construed as if the unenforceable terms were absent from this Agreement.

(j) Time of Performance. Time is of the essence of this Agreement.

(k) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. The delivery of an executed signature page to this Agreement by facsimile, electronic or telecopy transmission shall constitute due execution and delivery of this Agreement for all purposes.

10. Acknowledgment. By signing this Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

(Signatures on Following Page)

SELLER:

CADILLAC INDUSTRIAL FUND, INC.

By: _____
Print Name: _____
Its: _____

BUYER:

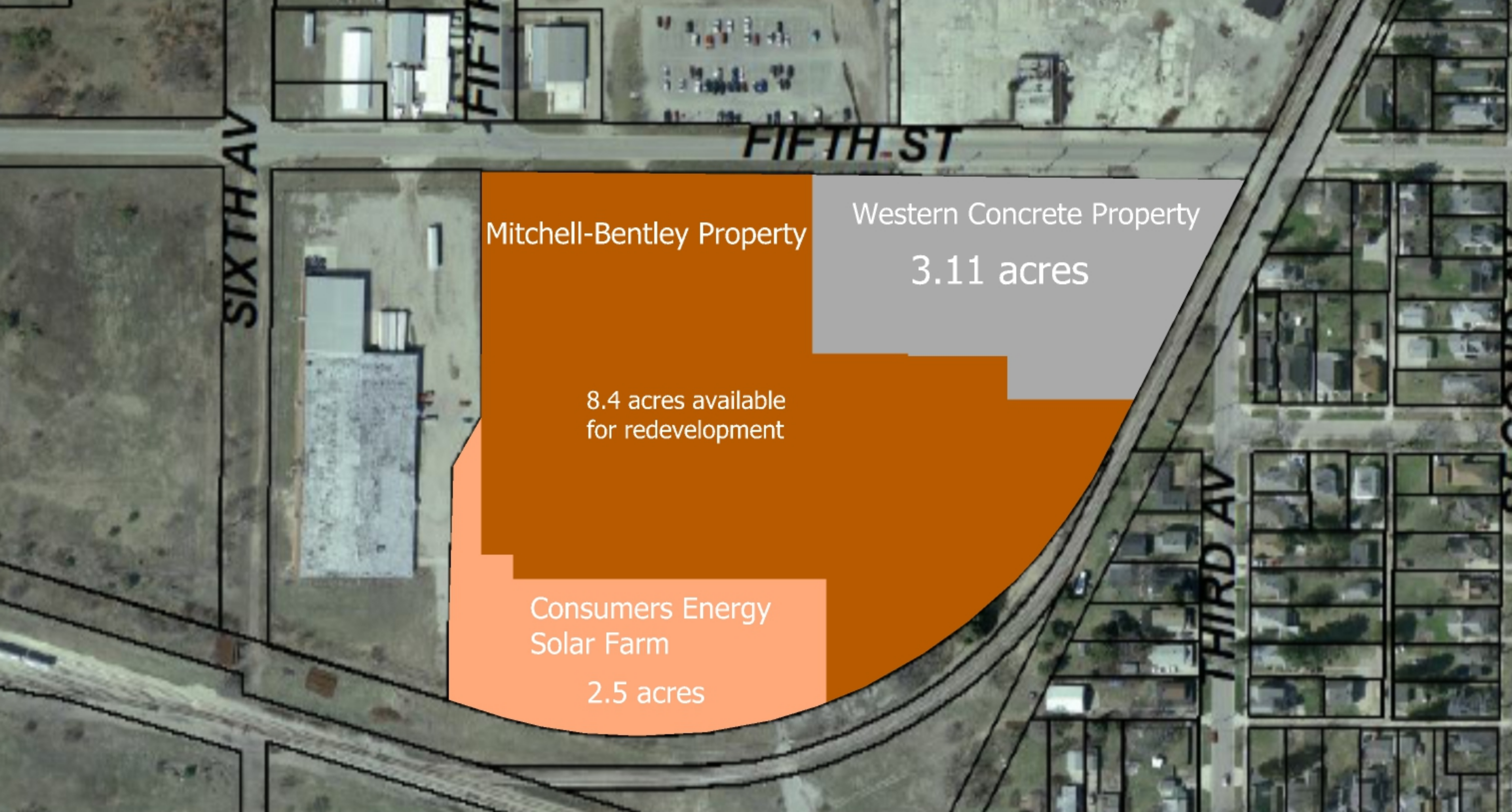
CITY OF CADILLAC

By: _____
Print Name: Carla J. Filkins
Its: Mayor

And By: _____
Print Name: Sandra Wasson
Its: Clerk

EXHIBIT A
(Legal Description)

Block 155 & N 195 Feet of Vacated 4th Ave Between Blocks 155 & 156 Except the South 105 Ft of the West 150 Feet of Block 155 Improvement Board Addition & Lot 1 & Lot 12 Except the South 55 Feet, Block 156, Improvement Board Addition including the vacated alley, Improvement Board Addition City of Cadillac Wexford County, Michigan.
Tax ID Number:10-068-00-003-00



SIXTH AV

FIFTH ST

THIRD AV

Mitchell-Bentley Property

Western Concrete Property

3.11 acres

8.4 acres available
for redevelopment

Consumers Energy
Solar Farm

2.5 acres