



City Council Meeting

September 18, 2017

6:00 p.m.

Cadillac Municipal Complex

Council Chambers

200 N. Lake St.

Cadillac, MI 49601

State of Michigan Flag Pledge

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

Written by Harold G. Coburn

Adopted in 1972



September 18, 2017 City Council Meeting Agenda
6 p.m. at City Hall – 200 N. Lake St. – Cadillac, MI 49601

We communicate openly, honestly, respectfully, and directly

CALL TO ORDER

PLEDGE OF ALLEGIANCE

STATE PLEDGE OF ALLEGIANCE

ROLL CALL

I. APPROVAL OF AGENDA

II. PUBLIC COMMENTS

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

III. CONSENT AGENDA

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

A. Minutes from the regular meeting held on September 5, 2017.
Support Document III-A

B. Minutes from the closed session held on September 5, 2017.

IV. COMMUNICATIONS

A. Display of banner for National Friends of the Library Week.
Support Document IV-A

B. Cadillac High School Homecoming Parade.
Support Document IV-B

C. Street Closure for Fall Color Train.
Support Document IV-C

Cadillac City Council Agenda

September 18, 2017

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V. CITY MANAGER’S REPORT

- A. Lake Mitchell Sewer Authority – Service Contract.
Support Document V-A

VI. ADOPTION OF ORDINANCES AND RESOLUTIONS

- A. Adopt resolution regarding Cadillac Fire Department Explorer Program.
Support Document VI-A
- B. Adopt resolution regarding Amended Brownfield Plan and set public hearing for October 2, 2017.
Support Document VI-B

VII. PUBLIC COMMENTS

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

VIII. GOOD OF THE ORDER

IX. ADJOURNMENT

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

Respect

Integrity

Trust

Excellence

Guiding Behaviors

We support each other in serving our community

We communicate openly, honestly, respectfully, and directly

We are fully present

We are all accountable

We trust and assume goodness in intentions

We are continuous learners

CITY COUNCIL MEETING MINUTES

6:00 PM – September 5, 2017
Cadillac City Hall – 200 N. Lake St. - Cadillac, Michigan 49601

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Present:	Spoelman, Meinhardt, Engels, Mayor Filkins
Council Absent:	Schippers
Staff Present:	Peccia, Roberts, Dietlin, Eller, Homier, Wasson

APPROVAL OF AGENDA

2017-181 Approve agenda as presented.

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

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2017-182 Approve consent agenda as presented.

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

Motion unanimously approved.

COMMUNICATIONS

A. Display of banner for United Way.

2017-183 Approve banner for United Way.

Motion was made by Meinhardt and supported by Engels to approve the display of a banner from September 11, 2017 to September 18, 2017 and from October 9, 2017 to October 16, 2017 for the United Way.

Motion unanimously approved.

B. Display of banner for National 4-H Week.

2017-184 Approve banner for National 4-H Week.

Motion was made by Engels and supported by Meinhardt to approve the display of a banner from October 2, 2017 to October 9, 2017 for National 4-H Week.

Motion unanimously approved.

C. Street and parking lot closures for Child Safety Expo.

2017-185 Approve street and parking lot closures for Child Safety Expo.

Motion was made by Spoelman and supported by Engels to approve the closure of Lake St. between Pine St. and the Huntington Bank driveway and the closure of the south and east parking lots in the Municipal Complex from 1:00 pm to 8:00 pm on September 11, 2017 for the Child Safety Expo.

Motion unanimously approved.

D. Display of banner, beverage tents, and various closures for Craft Beer Festival.

2017-186 Approve banner, beverage tents, and various closures for Craft Beer Festival.

Motion was made by Meinhardt and supported by Engels to approve the display of a banner from September 18, 2017 to September 25, 2017, beverage tents on September 23, 2017 from 2:00 pm to 10:00 pm, and parking lot closures as requested on September 22 & 23, 2017 for the Craft Beer Festival.

Motion unanimously approved.

CITY MANAGER'S REPORT

A. Bids and recommendation regarding Sanitary Sewer Rehabilitation.

Peccia stated the project involves 1,280 lineal feet of sanitary sewer lining. He noted four (4) bids were received and it is being recommended the contract be awarded to Insituform Technologies in the amount of \$126,654.30 along with a 10% contingency bringing the total amount requested to \$139,319.73. He noted funds were available in the Water and Sewer Fund accordingly.

Jeff Dietlin, Director of Utilities, stated this project involves the sewer that connects the Lake Mitchell Sewer Authority to the City of Cadillac.

2017-187 Award contract for Sanitary Sewer Rehabilitation.

Motion was made by Spoelman and supported by Meinhardt to award the contract for the Sanitary Sewer Rehabilitation (Lining) Project for M-115 to Insituform Technologies USA, LLC in the amount of \$126,654.30 and to authorize a 10% contingency for city engineer-approved field changes in unit quantity or scope for a total award amount of \$139,319.73.

Motion unanimously approved.

B. Bids and recommendation regarding Water Well Cleaning.

Peccia noted the Water and Sewer Fund includes a \$25,000 appropriation for well cleaning and repair. He stated three (3) bids were received and it is being recommended the contract be awarded to Peerless Midwest in the amount of \$18,230 and to authorize spending up to \$25,000 for additional repairs that may be necessary.

Mayor Filkins asked if this project involves one of the wells off of Crosby Road.

Dietlin confirmed it is for one of the wells off of Crosby Road. He stated this is for annual maintenance which involves taking a well offline every year for inspection, cleaning and repair.

2017-188 Award contract for Water Well Cleaning.

Motion was made by Meinhardt and supported by Engels to award the contract for the FY2018 Water Well Cleaning Project to Peerless Midwest in the amount of \$18,230 and to authorize spending up to \$25,000 for any necessary repairs.

Motion unanimously approved.

ADOPTION OF ORDINANCES AND RESOLUTIONS

A. Adopt Resolution Amending General Appropriations Act for Fiscal Year 2018.

Peccia noted this item is with respect to General Obligation Capital Improvement Bonds for 2004.

Owen Roberts, Director of Finance, noted there are two (2) bond payments remaining in the amount of \$165,000. He added that paying the bond issues off early will save approximately \$11,000 in interest and paying agent fees. He noted funds are available in both the Major and Local Street Funds. He summarized the budget amendment and noted it may be need to be brought back to Council to issue a redemption resolution.

2017-189 Adopt Resolution Amending General Appropriations Act for Fiscal Year 2018.

Motion was made by Spoelman and supported by Meinhardt to adopt the Resolution Amending General Appropriations Act for Fiscal Year 2018 as presented.

Motion unanimously approved.

PUBLIC COMMENTS

There were no public comments.

GOOD OF THE ORDER

Peccia stated the ribbon-cutting ceremony for the Sound Garden will be held at 4:30 pm on September 8, 2017. He noted groundbreaking for the Market will be held at 4:30 pm on September 18, 2017 followed by the unveiling of the dedication plaque at the Rotary Pavilion at 5:00 pm.

Mayor Filkins noted she will be sitting in a dunk tank at the Cadillac Viking Booster Club event on September 8, 2017.

CLOSED SESSION

Adjourn to closed session to consult with the City Attorney regarding trial or settlement strategy in connection with *Clam Lake Township and Haring Charter Township v State Boundary Commission, TeriDee LLC, and the City of Cadillac*, Supreme Court Docket No. 151800, for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement, and to discuss a written confidential legal opinion.

2017-190 Adjourn to closed session.

Motion was made by Spoelman and supported by Meinhardt to adjourn to closed session to consult with the City Attorney regarding trial or settlement strategy in connection with *Clam Lake Township and Haring Charter Township v State Boundary Commission, TeriDee LLC, and the City of Cadillac*, Supreme Court Docket No. 151800, for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement, and to discuss a written confidential legal opinion; invite Jeff Dietlin, Director of Utilities, accordingly.

Motion unanimously approved.

2017-191 Return to open session.

Motion was made by Meinhardt and supported by Engels to return to open session.

Motion unanimously approved.

2017-192 Follow recommendations as discussed in closed session.

Motion was made by Engels and supported by Meinhardt to follow the recommendations of the City Attorney as discussed in closed session.

Ayes: Meinhardt, Engels, Mayor Filkins

Nays: Spoelman

Motion carried.

ADJOURNMENT

Respectfully submitted,

Carla J. Filkins, Mayor

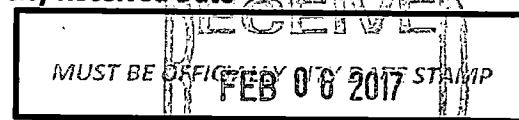
Sandra L. Wasson, City Clerk



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

Today's Date 2-6-2017

City Received Date



BY: _____

Banner Request Form

Monday Banner Start Date 10/16/2017

Monday Banner End Date 10/23/2017

(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 National Friends of the Library Week

Organization Friends of the Cadillac Library

Contact Person Vickie Essenmacher

Contact Phone _____ Contact Email _____

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 Vickie Essenmacher Signature Vickie Essenmacher Date 2/5/2017

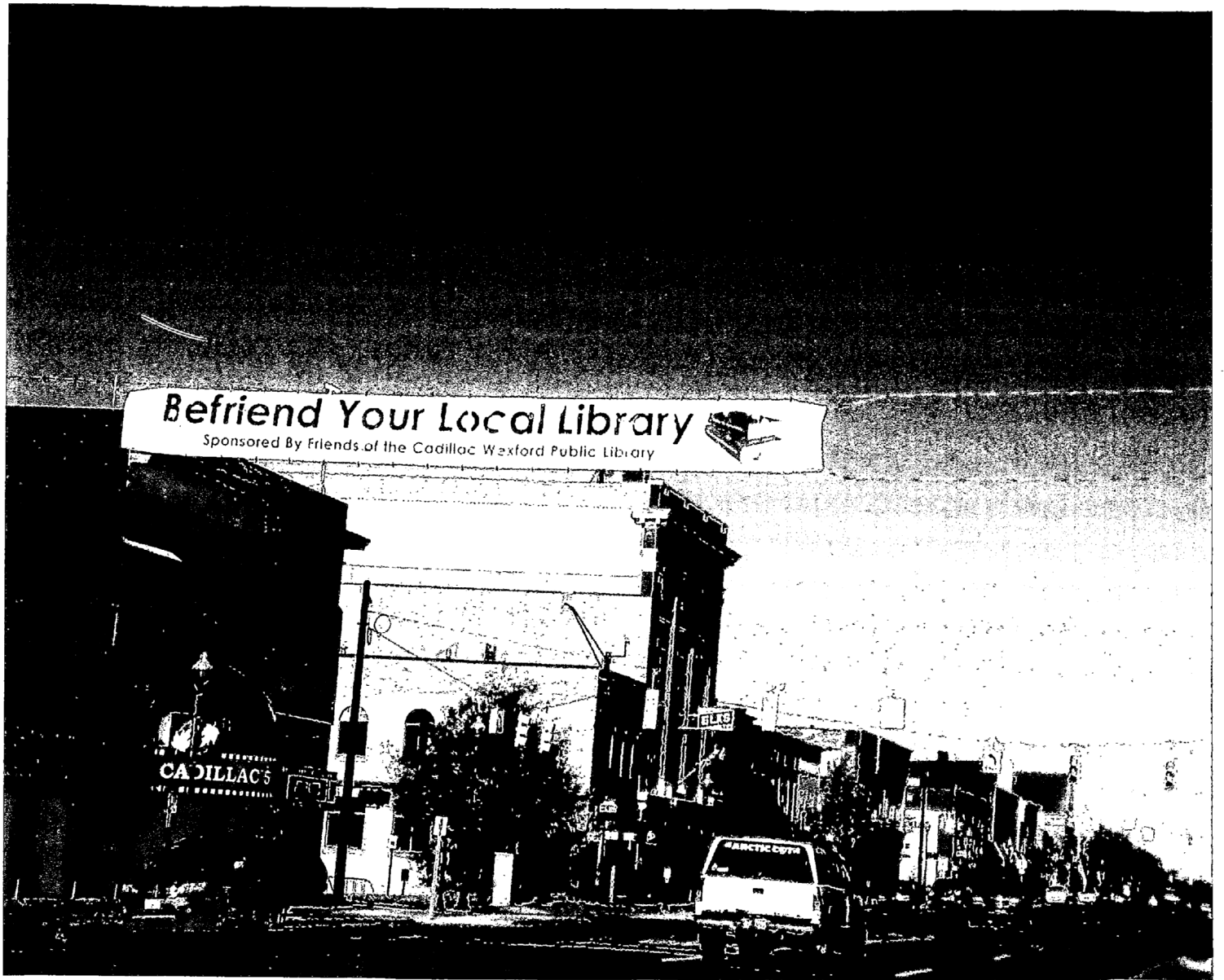
Request will be reviewed & you will be notified if additional information is needed and/or if request is approved or denied.

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 _____

Befriend Your Local Library

Sponsored By Friends of the Cadillac Wexford Public Library





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

Today's Date JUN 21 2017

City Received Date

Parade Request Form

Name of Parade Cadillac High School - Homecoming
Purpose of Parade _____
Requesting Organization Cadillac High School
Contact Person(s) Todd Bruggene
Contact Phone 876-5807 Contact Email _____
Date of Parade 10/6/17 Approx. number of participating groups _____
Requested Route ☐ Lake Street ☒ Mitchell Street Staging Time 4:00 AM/PM
Starting Time 5:00 AM/PM Ending Time 5:30 AM/PM

City of Cadillac & State of Michigan Rules

- Parade requests must be turned in a minimum of 6 weeks before parade
- Only one (1) parade is allowed per month
- Parades are only allowed on Holiday mornings, Saturday mornings, or Weekday evenings.
- Parades must use one of the designated routes (See back side for the two (2) route options)
- Lake Street Parade Route is preferred so closure of US-131 can be avoided
- Mitchell Street Parade Route is only granted under special circumstances. The parade must be a well-established, annual parade with 40+ participating groups.

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 Todd Bruggene Signature [Signature] Date 6/21/17

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

Streets _____	Date Approved _____	Comments _____
Parks _____	Date Approved _____	Comments _____
Fire _____	Date Approved _____	Comments _____
Police _____	Date Approved _____	Comments _____
Risk Management _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
MDOT _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____



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

Today's Date RECEIVED
City Received Date JUL 17 2017
MUST BE OFFICIALLY CITY DATE STAMP

Street & Parking Lot Closure Request Form

Please fill out a separate form for each date

Reason for Request Safety of train passengers for fall color excursion train
Contact Person Bob Mathews
Contact Phone [REDACTED] Contact Email [REDACTED]

Date: <u>10/14/2017</u>		Street Closures	
Street Name <u>Lake</u>	Beginning Location <u>Cass</u>	Ending Location <u>Pine</u>	
	Beginning Time <u>10:00 AM</u>	Ending Time <u>5:00 PM</u>	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Street Name _____	Beginning Location _____	Ending Location _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

Date ____/____/____		Parking Lot Closures	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	
Lot Location _____	Street _____	Nearest Cross Street _____	
	Beginning Time ____:____ AM/PM	Ending Time ____:____ AM/PM	

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 Bob Mathews Signature Bob Mathews Date 07/17/2017

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

Streets _____	Date Approved _____	Comments _____
Parks _____	Date Approved _____	Comments _____
Fire _____	Date Approved _____	Comments _____
Police _____	Date Approved _____	Comments _____
City Manager _____	Date Approved _____	Comments _____
City Council _____	Date Approved _____	Comments _____



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

Today's Date 7/17/2017
City Received Date JUL 17 2017
MUST BE OFFICIALLY CITY DATE STAMP
BV

Request Planning Guide

This form must be completed and return to the City 30 days before an event. Any requests that are longer than a single day will require more planning therefore forms and documents must be received 45 days before the event. Additionally a representative for the event must meet with City Event Team to verify all details for the event before going to City Council for approval. Failure to comply will result in a denial of your event. Please call (231) 775-0181 x 120 if you have questions.

Applicant Name (Print) Bob Mathews Contact Person(s) _____
Contact Phone(s) _____ Contact Email _____
Sponsoring Organization Steam Railroading Institute ☐ Private ☒ Non-Profit Exemption _____
Purpose(s) & Benefit(s) to Community Mt. Pleasant to Cadillac fall color excursion

Beginning Date: 10/14/2017 Ending Date: 10/14/2017 Reoccurring: YES ☐ NO ☒
1st Day _____ Set-up 10:00 AM/PM Start _____ AM/PM End 5:00 AM/PM Tear-down N/A AM/PM
2nd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Tear-down _____ AM/PM
3rd Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Tear-down _____ AM/PM
4th Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Tear-down _____ AM/PM
5th Day _____ Set-up _____ AM/PM Start _____ AM/PM End _____ AM/PM Tear-down _____ AM/PM

YES ☒ NO ☐ Will you be requesting permission to close any streets or parking lots? (Form 1)
YES ☐ NO ☒ Will you be requesting permission to display any off site signage? (Form 2)
YES ☐ NO ☒ Will you be requesting permission to display a banner over Mitchell Street? (Form 3)
YES ☐ NO ☒ Will you be requesting permission to hold Farmer's Markets? (Form 4)
YES ☐ NO ☒ Will you be requesting permission to reserve the Rotary Pavilion? (Form 5)
YES ☐ NO ☒ Will you be requesting permission to use any City Parks? (Form 6)
YES ☐ NO ☒ Will you be requesting permission to have a parade? (Form 7)
YES ☐ NO ☒ Will you be requesting permission to hold any races? (Form 8)
YES ☐ NO ☒ Will you be requesting permission to serve alcoholic beverages? (Form 9)
YES ☐ NO ☒ Will your event include a craft show, trade show, fair, carnival, fireworks display, tent/membrane structure, or other large assembly functions? (Form 10)

If you answered YES to any of the above questions, additional form(s) must be completed for each one. All forms must be completely filled out and all information provided before requests will be brought to City Council for approval. No additional requests other than those requested on these forms will be approved.

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 Bob Mathews Signature Bob Mathews Date 07/17/2017

SANITARY SEWER SERVICE CONTRACT

This **Contract** is made on _____, 2017 and shall be effective beginning May 14, 2017, (the "Effective Date") between the Lake Mitchell Sewer Authority, a municipal authority and public body corporate (the "**Authority**"), and the City of Cadillac, a Michigan home rule city (the "**City**") (collectively referred to as the "**Parties**").

RECITALS

The Parties rely upon the following facts:

A. Under the Urban Cooperation Act, 1967 PA 7, Ex. Sess., as amended, MCL 124.501 et seq. ("**Act 7**"), public agencies may create interlocal agreements to jointly exercise any power, privilege, or authority that the agencies share in common and that each might exercise separately.

B. Authority and the City are public agencies under Act 7. Each is authorized to provide sanitary sewer service by establishing, operating, and maintaining a sanitary sewer system.

C. Pursuant to the provisions of 1957 PA 185, as amended, the Townships of Selma, Clam Lake and Cherry Grove, Michigan municipal corporations (the "**Townships**"), through the Wexford County Department of Public Works, previously entered into a Wastewater Treatment Agreement with the City dated May 13, 1977 to, among other things, provide for the transmission, treatment and discharge by the City of wastewater originating in the Townships.

D. In 2015, pursuant to the Municipal Sewage and Water Systems Act (PA 233 of 1955), the Townships created Authority for the purposes of acquiring, owning, improving, enlarging, extending, and operating a sewage disposal system in the Townships.

E. The Authority desires to negotiate a new service contract that is expressly intended to entirely and completely replace and supersede the contract dated May 13, 1977 and to provide for the continued transportation, treatment and discharge of wastewater by the City.

F. The Townships have adopted Resolutions agreeing to not withdraw from or dissolve the Authority for the duration of this Contract or any extension hereof and the Parties are relying on such resolutions.

In exchange for the consideration of mutual covenants, benefits and other consideration set forth above and below, the receipt and sufficiency of which is hereby acknowledged by the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 The following words and expressions, or pronouns used in their stead, shall mean as follows:

"City System" shall mean the City-owned Wastewater treatment facility and any sewer that conveys Wastewater to the treatment facility, pipes, sewers or other conveyances or facilities providing Wastewater collection, transportation or treatment. City System shall not include any Local Sewer System.

"Contract" shall mean this Contract to provide Services only and includes each of the various provisions and parts of this document, including the Recitals, all attached Exhibits and any amendments, as may be executed by the duly authorized representatives of the Parties. This Contract shall not be construed as conveying any right, title or interest in any part of the City System.

"Authority" shall mean the Lake Mitchell Sewer Authority, a municipal authority and public body corporate.

"Authority Connection" or "Connection" shall mean any connection of the Local Sewer System with the City System.

"CCUD" shall mean the City of Cadillac Utilities Department.

"Exhibit A" is a description and depiction of the Service Areas from which Wastewater shall be delivered to the City System by Authority and Townships attached hereto and incorporated herein by reference.

"Exhibit B" is a diagram depicting the location of the Local Sewer System, Authority Connections and other relevant information of the Local Sewer System attached hereto and incorporated herein by reference.

"Exhibit C" are certified copies of Resolutions from the Townships agreeing to not withdraw from or dissolve the Authority for the duration of this Contract or any extension hereof as stated in Recital F above, and as attached hereto and incorporated herein by reference.

"Flow" shall mean wastewater delivered by Authority from the Service Areas to the City System. It shall include Wastewater from residents, businesses, institutions, Significant Industrial Users and all Infiltration and Inflow.

"GPD" shall mean the amount of Flow equal to gallons per day.

"Good Utility Practices" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the publicly owned treatment works industry during the

relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, applicable local, state and federal laws and regulations, and at reasonable cost; the term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods or acts generally accepted in the region.

“Infiltration” shall mean groundwater that enters the sanitary System through, by way of example, damaged pipe sections, cracks or erosion in pipes, leaky joints, and/or poor manhole connections.

“Inflow” shall mean the stormwater that enters the Local Sewer System through, by way of example, direct connection of downspouts, sump pumps, foundation drains and/or storm sewers.

“Institutions” shall mean facilities that generate Wastewater that are not otherwise accounted for in the determination of sanitary Wastewater from residents, businesses, and Significant Industrial Users. Examples of institutions may include, but are not limited to, major shopping areas, hospitals, large state or federal parks, colleges, and large hotels.

“Local Sewer System” shall mean all sewer and related infrastructure that collects Wastewater within the Service Areas for delivery at the point of connection to the City System.

“Maximum Allowable Flow Capacity” shall mean the maximum allowable Flow of Wastewater that Authority may deliver to the City System. This limit shall be expressed as peak GPD.

"MDEQ" shall mean the Michigan Department of Environmental Quality or any successor agency having jurisdiction over the regulation of Wastewater.

"Meter" shall mean a Wastewater Flow meter.

"Notices" shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

“OMR&R” shall mean operation, maintenance, repair and replacement, operated, maintained, repaired or replaced or any variation or combination of the same as the context of this Contract may dictate.

"Service Area" or “Service Areas” shall mean the geographic area from which Wastewater may be delivered to the City System by Authority as designated in Exhibit A to this Contract.

"Services" shall mean the transportation of Wastewater by City from the Authority Connection through the City System, including treatment, discharge and disposal of such

Wastewater. Services shall not include any OMR&R of the Local Sewer System, unless otherwise agreed by separate contract.

“Significant Industrial Users” shall mean any industrial user who (i) discharges to the Local Sewer System 25,000 GPD or more of Wastewater that is generated by industrial processes and/or those facilities whose Wastewater discharges are subject to the national categorical pretreatment standards, (ii) contributes Wastewater that makes up five (5) percent or more of the dry weather hydraulic or organic capacity of the Local Sewer System, or (iii) has a reasonable potential, in the opinion of the CCUD, to adversely affect the City System. Significant Industrial Users must obtain a permit issued by the CCUD Industrial Pretreatment Program for Wastewater discharges to the Local Sewer System.

“Term” shall have the meaning set forth in Section 7.01.

“User” shall mean the premises, property or facility, including any person or any entity within the Service Area, discharging Wastewater to the Local Sewer System or the City System.

“Wastewater” shall be synonymous with sanitary sewage and shall mean the liquid and water-carried industrial or domestic liquid and solid wastes from dwellings, commercial buildings, industrial facilities, and institutions, together with any Infiltration and Inflow into the Local Sewer System or City System, whether treated or untreated.

“Water Meter” shall mean a meter to accurately measure a User’s water usage, whether such water is delivered to the premises, property or facility by a publicly owned water system or public or private water well.

ARTICLE 2 CITY AND AUTHORITY OBLIGATIONS

2.1 Authority Transport Obligations and Local Sewer System. It shall be the obligation of the Authority to construct, OMR&R the Local Sewer System to transport Wastewater originating within the Service Areas to the Authority Connection. The City shall not have any liability whatsoever for the Local Sewer System located in the Service Areas including, but not limited to, claims, suits or any other actions alleging damages to persons or property and, by executing this Contract, Authority agrees to hold the City harmless and indemnify it against any such claims, suits or actions. Notwithstanding, Authority shall not be required to hold the City harmless or indemnify it against claims, suits or actions arising solely from the OMR&R of the City System.

2.2 Authority and User Connections and OMR&R. Existing connections are shown on Exhibit B. All new Connections to the City System must first be approved by the City in writing, in its sole discretion, and made at Authority’s or User’s sole cost and expense. Each Authority connection to the City System shall be equipped, at Authority’s sole cost and expense, with a Meter capable of measuring the Flow, except as otherwise permitted in writing by the City in its sole discretion. Users connected directly to the City System shall install a Water Meter at Authority’s or User’s sole cost and expense, except as otherwise permitted in writing by the City

in its sole discretion. Authority and User shall be responsible for all OMR&R costs and expenses of all Connections.

2.3 Authority Responsibility for Local Sewer System. Authority is responsible for the OMR&R of its Local Sewer System. During the Term of this Contract, the Local Sewer System shall be properly OMR&R according to Good Utility Practice. Proper OMR&R shall include, but not be limited to, removing excess Infiltration and Inflow and annual operation and maintenance reports. Authority shall be responsible for all damages to the City System as a result of Wastewater delivered to the City System by Authority or User and Authority shall indemnify the City for any damage, claims, suits or actions for any such damages to the City System or any other persons or property. Notwithstanding, Authority shall not be required to hold the City harmless or indemnify it against claims, suits or actions arising solely from the improper OMR&R of the City System.

2.4 Insurance. City shall secure and maintain adequate insurance, in its sole discretion, for the OMR&R of the City System and Authority shall secure and maintain adequate insurance, in its sole discretion, for the OMR&R of the Local Sewer System.

2.5 Prohibited Discharge: If there is a prohibited discharge as defined in the Authority's Regulations which is detected in the City System, the Authority shall investigate and take all steps reasonable and necessary, including litigation, to prevent further prohibited discharge and hold the responsible User liable for all Authority damages and costs, including any damages or costs payable by Authority to City under Section 2.3.

2.56 City Responsibility for City System. The City is responsible for proper OMR&R of the City System during the term of this Contract according to Good Utility Practice.

ARTICLE 3

3.1 Maximum Allowable Flow Capacity. City shall provide Services for a Maximum Allowable Flow Capacity of 140,000 GPD.

3.2 Additional Connections. Notwithstanding the Maximum Allowable Flow Capacity, City shall be entitled to prior notice and review and approval of any additional User connections to the Local Sewer System that, individually or in the aggregate on a quarterly basis, have the potential, based on anticipated land use and/or buildout of any property or facility, to increase the Flow to the City System by more than 5000 GPD. In that event, Authority shall request in writing that the City review plans and specifications prior to any such User connection to the Local Sewer System. Within thirty (30) days of receiving any such request from Authority, and provided Authority has submitted all necessary plans and specifications to City and any such request will not cause the Authority to exceed the Maximum Allowable Flow Capacity, City shall approve any such request.

3.3 Delivery of Flow. Authority agrees to deliver all Wastewater generated within the Service Areas to the City System. Provided Authority is in compliance with the terms and

conditions of this Contract and Authority does not exceed the Maximum Allowable Flow Capacity, City agrees to accept all Flow generated within the Service Area and delivered to the City System.

3.4 Calculation of Rates and Charges. Authority shall pay City for Flow delivered to the City System by Authority or User at such rates as City may establish from time to time pursuant to Article 15 of this Contract.

3.5 Enforcement of Maximum Allowable Flow Capacity. The Parties acknowledge that Authority deviations over the Allowable Flow Capacity may occur from time to time. In such event, City will accept Flow in excess of the Maximum Allowable Flow Capacity if it can practically do so without causing damage to the City System, or to Users of the City System within or outside of the Service Area, including those Users within the City. Authority shall, in addition to the rates established under Article 15, be subject to a surcharge in the amount of \$1.00 per 100 cubic feet of metered Wastewater for any excess Flow if Authority continues to exceed the Maximum Allowable Flow Capacity for a period of three (3) consecutive months, which evidences a pattern of excess. City shall give written notice of such excesses to Authority and thereafter, City and Authority shall meet and attempt to develop a plan for reducing or eliminating the excesses or adjusting the Maximum Allowable Flow Capacity to accommodate the excesses. If Authority exceeds the Maximum Allowable Flow Capacity for more than six (6) months in any twelve (12) month period it shall be deemed a material breach of this Contract and the City shall be entitled to injunctive relief to abate the excesses and shall have the right to pursue any other available remedies, including, but not limited to requiring additional surcharge payments described in this paragraph and an action for breach of contract and all damages, arising or related to the breach.

3.6 Notification of Emergency and Excess Flows. City shall use reasonable efforts to notify a representative of Authority of any emergency if notification is required to the MDEQ. Authority's designated representative shall timely inform any affected User of any emergency. Authority shall use reasonable efforts to notify City of any emergency or possible excess Flow.

3.7 Audit and Notification of New Connections. City shall have the right to audit the number of Users connected to the Local Sewer System or the City System annually. Every three (3) months, Authority shall notify City of any connections to the Local Sewer System or the City System and shall certify the number of Users pursuant to Section 15.1.1 of this Contract.

ARTICLE 4

DATA COLLECTION; METER MAINTENANCE AND ACCURACY; NOTIFICATION OF EMERGENCY AND EXCESS FLOWS

4.1 Water Meter Requirement. All Users in the Service Area whose Wastewater Flow does not pass through a Meter prior to entering the City System shall be equipped with a Water Meter and MXU, which shall be owned by Authority and meet the following specifications, or any equivalent devices compatible with City equipment that allows City to collect data on water usage:

Water Meter: Sensus I-Pearl, 3/4"

MXU: Sensus FlexNet, Model 510M

The data collected on water usage shall be used for billing purposes and in accordance with the rates and charges for Services charged by City to Authority.

4.2 Data Collection. City may estimate Flow delivered to the City System using methods which include, but are not limited to, Flow metering, and the Parties agree to share any Flow data or estimates that it has with the Party requesting any Flow data or estimates. Authority shall be required to account for Flow delivered to the City System at each Authority Connection using data collected from the Meters and Water Meters.

4.3 Meter Maintenance. Authority shall ensure the maintenance of its Meters and Water Meters and associated data acquisition equipment. Authority shall collect data in accordance with generally accepted engineering practices. Notwithstanding, City may also collect data of Flow from either the Meters or Water Meters at any time and in its sole discretion.

4.4 Meter Accuracy. Authority shall ensure the accuracy of its Meters and Water Meters. With reasonable notice, City shall have the right to inspect Authority's Meters and Water Meters and check for proper operation, including inspection of records. The accuracy of the Meters and Water Meters shall be reviewed on a regular basis and findings compared to the then best available technology. In the event that the accuracy of a Meter or Water Meter is found to be unsatisfactory, Authority, as soon as practicable, will repair, rehabilitate or replace its Meters or Water Meters.

4.5 Estimate of Usage. In the event Meters or Water Meters fail to correctly measure the quantity of Flow transmitted by Authority or water usage by any User for any period of time, City shall provide an estimate of the quantity of Flow generated by Authority or User for such period utilizing an average of the last five (5) years of historical data (or any number of years less than five (5) if five (5) year historical data is not available).

ARTICLE 5 FLOW ALLOCATION

5.1 Flow Allocation. Authority may allocate the Maximum Allowable Flow Capacity between the Service Areas in any manner it deems sufficient, provided the City System is capable of receiving the Flow at the Authority Connection points with the City System. Authority shall notify City in writing of such allocation within thirty (30) days of the date this Contract is fully executed by the Parties. The allocation designated to the Service Areas shall not be changed or altered during the term of this Contract without City's written consent, which shall not be unreasonably withheld.

5.2 Limitation on Assignment. Authority shall not assign or otherwise transfer any or all of the Maximum Allowable Flow Capacity to any person or entity nor shall Authority permit any person or entity outside of the Service Areas to connect to the Local Sewer System without

City's written consent. City may approve or deny such assignment or transfer in its sole discretion.

ARTICLE 6 SERVICE AREAS

6.1 Service Areas. The Service Areas from which City agrees to provide Services to Authority shall be as shown in **Exhibit A**. City shall have no obligation or responsibility to provide Services outside of the Service Areas under any circumstances, unless City expressly agrees to do so in writing. City may approve or deny providing Services outside of the Service Areas in its sole discretion. However, the Parties agree to change a Service Area and Exhibit A if it is discovered that there are Users who are or have been connected to the Local Sewer System but have not been included in Exhibit A.

ARTICLE 7 TERM

7.1 Term. City shall provide Services to Authority in accordance with the terms and conditions of this Contract for a period of twenty-one (21) years from the Effective Date of this Contract (the "Term"). During the Term, Authority shall deliver all Wastewater Flow originating from within the Service Areas to the Local Sewer System and to the City System. Authority shall not contract with any other entity or municipality to provide Services within the Service Areas during the Term. City shall be entitled to specific performance of the terms and conditions of this Contract in the event of breach by Authority. At the conclusion of the Term, City shall not be obligated to continue to provide any Services to Authority or the Townships. This Contract is effective following approval by the Cadillac City Council and Authority. Not more than two (2) years and no less than one (1) year prior to the end of the Term, Authority may provide written notice to City that it would like to meet and discuss a new contract to continue Services. In the event Authority provides such written notice, City shall meet in good faith with Authority to discuss terms and conditions of a new contract to continue Services, but nothing herein shall obligate either Party to agree to another contract or any particular terms or conditions of such new contract.

ARTICLE 8 CONSTRUCTION STANDARDS

8.1 Design Specifications and Construction. Authority shall abide by the design specifications and construction standards as adopted, from time to time, by City. Moreover, other than User connections that, individually or in the aggregate on a quarterly basis, have the potential, based on anticipated land use and/or buildout of any property or facility, to increase the Flow to the City System by less than 5000 GPD, Authority shall submit plans and specifications for any extensions or additions to the Local Sewer System to CCUD for review and obtain written approval from CCUD prior to the installation of any such extensions or additions. CCUD will review the plans and specifications to determine if they comply with Good Utility

Practice within ten (10) days of submission of complete plans and specifications to CCUD and provide Authority with a specific written determination as to its approval, which shall not be unreasonably withheld, conditioned or delayed. However, City may disapprove any plans and specifications for any extensions or additions to the Local Sewer System that are not in compliance with the design specifications and construction standards of City, propose to serve any property outside of the Service Areas or which may exceed the Maximum Allowable Flow Capacity.

ARTICLE 9 PAYMENT FOR SERVICES

9.1 Bills for Services. Bills for Services shall be rendered to Authority on a monthly basis. All such bills shall be due and payable by the fifth (5th) day of each month. Any portion of the bill that is not paid by the due date shall be subject to a finance charge at a rate of ten percent (10%) per annum for each subsequent month that such bill remains unpaid. Any portion of the total bill, plus any finance charge applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears. If the bill is not timely paid, Authority shall be in breach of this Contract and City shall be entitled to commence collection proceedings for any or all amounts in arrears and City shall be entitled to all of its costs and attorney fees incurred as a result of the breach. Disputed bills are subject to the Dispute Resolution process described herein, but Authority shall not be permitted to withhold or offset any disputed amounts, except finance charges, billed by City before or during the Dispute Resolution process.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure. No failure or delay in performance of this Contract, by any Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated in this Article 10 or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Authority of its obligation to make payment for Services provided by City.

10.2 Exception for Matters Within Party's Control. Failure or delay in performance of this Contract caused by a Party's failure to satisfy its obligations under this Contract shall not constitute a force majeure event for purposes of Section 10.1, provided that Party had any control over such failure or delay.

ARTICLE 11 ASSIGNMENT

11.1 Assignment. In the event Authority dissolves, no longer exists, is defunct or is otherwise incapable of performing the obligations under this Contract, City shall be entitled, by operation of this Article, to an immediate assignment of all accounts of Authority necessary to satisfy any obligation to City for Services rendered including, without limitation, any accounts

11.2 Assignment Prohibited. Except as provided in Article 5 and this Article, Authority shall not assign any part of this Contract or the Maximum Allowable Flow Capacity and the Parties expressly acknowledge and agree this Contract is for Services only and Authority does not have any interest, right or title to any component of or capacity of the City System other than the City's obligation to render the Services to Authority provided by this Contract.

12.1 Amendments. No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is approved by Authority and City and is signed and acknowledged by duly authorized representatives of the respective Parties.

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Cadillac, Michigan 49601

13.2 Mail. All Notices shall be deemed given on the day of post marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.

13.3 Certified Mail. Notwithstanding the requirement above as to the use of first class mail, change of address Notices and termination Notices shall be sent by certified mail, postage prepaid, return receipt requested.

ARTICLE 14 MISCELLANEOUS

14.1 Enforceability. If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

14.2 Integration. This Contract contains the entire agreement between the Parties and is intended to completely replace and supersede all prior agreements, including but not limited to the Wastewater Treatment Agreement dated May 13, 1977, which, on the effective date of this Contract shall be void and of no further force or effect. Authority warrants and represents to City that it has been assigned all rights, title and interest in the Local Sewer System and Wastewater Treatment Agreement dated May 13, 1977 by the Townships and that it has the right and authority to warrant and represent to City that the Wastewater Treatment Agreement dated May 13, 1977 is void and of no further force or effect. No Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by any Party by implication or otherwise unless expressly set forth in this Contract.

14.3 Headings. The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

14.4 Jurisdiction. The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Parties agree, consent and submit to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Michigan for any action arising out of this Contract.

14.5 Execution of Contract. This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, City shall provide a copy to the Authority.

14.6 Pending Litigation. It is hereby agreed that this Contract is not intended in any way to affect the duties, rights and/or obligations of any Party in any pending litigation or appeal, nor shall this Contract be construed against any Party in any pending litigation or appeal.

14.7 Contract Beneficiaries. The rights and benefits under this Contract shall inure to the benefit of and be binding upon the Parties.

14.8 Third Party Beneficiaries. There are no third party beneficiaries to this Contract and this Contract shall not be construed to benefit any other persons or entities. Notwithstanding, Authority acknowledges and agrees that it represents the interests of the Townships and has the requisite authority to act on their behalf.

14.9 Dispute Resolution: If there is any dispute between the Parties regarding the meaning, operation, or enforcement of any provision of this Contract, the Parties agree to meet and confer to negotiate a resolution of the dispute. The Parties further agree as follows:

- (a) Mediation. If they are unable to resolve the dispute themselves, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.411, to bring them together in at least one mediation session, but nothing in this section shall require mediation prior to filing a lawsuit to resolve the dispute.
- (b) Venue. All meetings, hearings and actions to resolve the dispute shall be in Wexford County.
- (c) Notice. Written notice of a dispute shall be given to the other parties not later than ninety (90) days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediations shall occur within sixty (60) days after such notice.
- (d) Litigation. Notwithstanding any of the foregoing subsections, nothing contained in this section shall prohibit either Party from filing suit in a court of competent jurisdiction to preserve any claim either Party may have against the other while negotiations and mediations are on-going.

14.10 No Joint Venture or Partnership. This Agreement does not and is not intended to create a joint venture or partnership between the Parties. The rights and obligations of the Parties are entirely contained within this Contract.

ARTICLE 15 RATES AND CHARGES

15.1 Rates and Charges. Authority agrees to pay for all Services supplied by City pursuant to this Contract at charges, rates and fees as defined and established by Chapter 42, Article IV, Division 6 of the Cadillac City Code, as may be amended, and as set forth below. City shall give at least sixty (60) days' written notice to Authority of any changes in the charges, rates and fees.

15.1.1 Metered and Unmetered Base Rate for Residential Users: For metered and unmetered residential Users served by not more than one (1) water well equal to or less

than 4" in diameter, the Base Rate service charge Authority shall pay City per User, shall be calculated as follows:

(a) For the first six (6) months of the Term, no monthly Base Rate shall be due to City from Authority. After the first six (6) months and through the end of the fifth (5th) year under this Contract, the Base Rate due to City from Authority shall be equal to 29% of the Base Rate for the 5/8 inch meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(b) Commencing the sixth (6th) year and through the end of the eleventh (11th) year under this Contract, the Base Rate due to City from Authority shall be equal to 57% of the Base Rate for the 5/8 inch meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(c) Commencing the twelfth (12th) year and through the end of the Term under this Contract, the Base Rate due to City from Authority shall be equal to 87% of the Base Rate for the 5/8 inch meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

15.1.2 Base Rate for Non-Residential Users: For all other Users that do not qualify as metered or non-metered residential Users in Section 15.1.1, the Base Rate service charge per month per User shall be established by City (i) prior to connection to the Local Sewer System for new connections, or (ii) for Users already connected to the Local Sewer System, immediately upon execution of this Contract. The Base Rate assigned by City shall correlate to the Base Rate service charges as set forth in Sec. 42-374(1)(a), as may be amended from time to time. The Base Rate assigned by City per User shall, to the greatest extent possible, approximate the meter size applicable to the User based on the size and number of wells serving the premises. The Base Rate service charge Authority shall pay City per User, shall then be calculated as follows:

(a) For the first six (6) months of the Term, no monthly Base Rate shall be due to City from Authority. After the first six (6) months and through the end of the fifth (5th) year under this Contract, the Base Rate due to City from Authority shall be equal to 29% of the Base Rate for the applicable meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(b) Commencing the sixth (6th) year and through the end of the eleventh (11th) year under this Contract, the Base Rate due to City from Authority shall be equal to 57% of the Base Rate for the applicable meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(c) Commencing the twelfth (12th) year and through the end of the Term under this Contract, the Base Rate due to City from Authority shall be equal to 87% of the Base Rate for the applicable meter size established by City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

Beginning with the Effective Date of this Contract and then every three (3) months thereafter during the Term, Authority shall certify to City in writing the number of Users and other information necessary for City to establish the corresponding meter size and Base Rate and, except for the first six (6) months of the Term for which no Base Rate is due to City, the total Base Rate Authority shall pay to City will be the Base Rate multiplied by the number of Users certified by Authority.

15.1.3 Commodity Charge: In addition to the Base Rate service charge, Authority shall pay City a Commodity Charge calculated as follows:

(a) Commencing immediately with the Effective Date and through the end of the fifth (5th) year under this Contract, Authority shall pay City a Commodity Charge equal to 1.4 times the Commodity Charge established by the City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(b) Beginning the sixth (6th) year and through the end of the eleventh (11th) year under this Contract, Authority shall pay City a Commodity Charge equal to 1.3 times the Commodity Charge established by the City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

(c) Commencing the twelfth (12th) year and through the end of the Term under this Contract, Authority shall pay City a Commodity Charge equal to 1.2 times the Commodity Charge established by the City under Sec. 42-374 of the Cadillac City Code, as may be amended from time to time.

The Commodity Charge for all Users shall be calculated for each one hundred (100) cubic feet of metered Wastewater or water (as determined by a Water Meter) per month.

15.1.4 Authority reserves the right to establish its own rates and charges to be collected from Users in an amount sufficient to pay for the OMR&R of the Local Sewer System and to pay the rates and charges to City when due.

15.2 Disclosure of Rate, Charge and Account Information by Authority. Each year, Authority shall disclose in writing to Users information related to Authority's rates and other charges, and information regarding what portion of those rates and charges are related to charges, rates and fees from City. Authority shall provide a copy of the written disclosure to City.

In Witness Whereof, City and Authority, by and through their duly authorized officers and representatives, have executed this Contract.

By their authorized representatives' signatures below, the parties agree to the terms of this Agreement.

CITY OF CADILLAC
a Michigan municipal corporation

LAKE MITCHELL SEWER AUTHORITY
a municipal authority and public body
corporate

By: _____

By: _____

Its _____

Its _____

By: _____

By: _____

Its _____

Its _____

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September 18, 2017

Council Communication

RE: Fire Explorers Post

The fire department would like to establish and maintain an Explorer Program within the fire department, comprised of individuals age 14 (passed 8th grade) and until the individuals 19th birthday.

An Explorer Program will help to assure the availability of competent well-trained individuals to consider for future fire department vacancies.

Recommended Action

Adopt the resolution to establish and maintain an Explorer Program within the Cadillac Fire Department.



Explorer Firefighter Program

New Member Booklet



Fire Department

200 North Lake Street
Cadillac, Michigan, 49601
Phone 231-775-3114
Fax 231-779-7375

New Member,

I would like to take this opportunity to welcome you as an Explorer member of the Cadillac Fire Department! For many, this program will be the first step in the career to the fire service, whether volunteer or paid. I honestly believe that you as an active participant in this program are the future of this fire department, and a hero of tomorrow.

When people do not know where to turn for help, quite often their response is to call the local fire department. They expect us to fix their emergency, or to at least make things better for them. Therefore, the firefighter has traditionally performed many tasks other than just fighting actual fires, and is held in high esteem by many people. As a member of the Explorer Program, people will look to you as a representative of this department. Therefore it is important to follow the code of conduct and to be courteous and respectful to all, especially when wearing your uniform.

As a new member of the Explorer Program, you will be required to participate in trainings, meetings, drills, fundraising events and station projects. There are also many other activities and opportunities available to you, that I hope you will take advantage of.

As a member of this department I take a great deal of pride in it and the community that surrounds it. You will be expected to do the same. As a member; strive for excellence; be the best that you can; be proud of what you are doing it for; promote department pride by example; and most of all have fun and be safe. Again from myself and the entire department we welcome you.

Sincerely,

Fred Osborn, Captain

The Cadillac Fire Department Explorers Program

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Mission and Values

The Cadillac Fire Department and its Explorer Firefighter Program work in cooperation to **Educate, Protect and Serve** the youth of Cadillac and surrounding communities.

The following statements are upheld by the Cadillac Fire Department:

MISSION STATEMENT

To maintain a safe environment for youth to gather within the community to learn about many aspects of the fire service and to provide avenues for positive social interaction for youth within the program, and for youth within the community.

VISION

We will be a model for fire departments with Explorer Firefighter youth programs to introduce the young community to the fire service and to provide a safe environment for social activities for youth within our community.

CORE VALUES

Recognizing the dedication and skill and value of all members, we will create and maintain an environment of individual safety, well-being and trust. We are guided by: ***Service to Others, Team Work, Compassion, Integrity, Safety, Honesty, Accountability, Professionalism and Respect.***

COMMITMENT TO THE COMMUNITY

The members of the Cadillac Fire Department Explorer Firefighter Program demonstrate commitment to our community through:

- Providing an opportunity for youth to serve the community.
- Respectful and courteous treatment of all people.
- Accountability for our actions.
- Open honest communications.
- Educating peers about fire safety and prevention.
- Providing a safe environment for youth activity within the community.

Code of Conduct

As a member of the Cadillac Fire Department Explorer Firefighter program, you are expected and required to:

- Abide by all of the Standard Operating Guidelines and all other rules and regulations of the Cadillac Fire Department, as well as those of the Explorer Firefighter Program.
- Conduct yourself in a professional and courteous manner that will reflect well upon you and the entire department, especially when in uniform.
- Demonstrate honesty, fairness and integrity.
- Treat all people with courtesy and respect.
- Recognize the value and worth of each individual.
- Dress respectfully and modestly at department functions that you attend
- Refrain from cussing, cursing or using otherwise foul or offensive language while in uniform, at the station, and while participating in department functions.
- All social media posts/photos, etc. must be approved by Exploring advisors.
- All social media activity is expected to be clean, respectful and appropriate at all times.
- Work as a team with others.
- Participate in training, meetings, and fundraisers.
- Obey the chain of command.
- Wear your uniform when coming to the station and any department functions that you help with.
- Do not wear your uniform or any other department issued gear for general use outside of the station or department functions.
- Always bring required gear to trainings.
- Notify an advisor or parent in charge (if assigned) upon arrival and departure from the station and department functions.
- Immediately report any problems to an Officer or parent in charge (if assigned).

Cadillac Fire Department Explorer Program Policies and Procedures

Article I

The name of this organization shall be called the Cadillac Fire Department Explorer Program.

Article II Purpose

The purpose of this organization is to promote an interest in the Fire Department among the youth; to provide training in the use and care of equipment; the development of safety habits and the prevention of fires; to provide recreation for the youth; and to encourage the youth to take an interest in their community.

Article III Membership

REQUIREMENTS:

Each applicant must meet the following criteria:

1. Be between 14 years of age and have passed 8th grade, up to 18 years of age until 19th birthday.
2. Be in good health and provide sports physical or Boy Scouts of America physical equivalent at time of employment.
3. Must complete the membership application and the Parental Consent Authorization form.
4. Must provide character references from two teachers
5. Must be physically able to perform the duties of a Fire Explorer
6. Must be able to follow strict orders
7. Must provide proof the Fire Explorer maintains a C average or better while attending school.
8. Must provide own transportation.
9. Must be of good character – All police contact events must be reported to the Fire Department
10. Must be a resident of the City of Cadillac, Clam Lake Township, Selma Township, Haring Township, Cherry Grove Township or child or legal ward of an active department member

EXPLORER LEVELS:

All Explorers, regardless of age, will begin as a Level 1 Explorer. Only once a Explorer has completed the training requirements of each level and is of sufficient age will the Explorer be advanced to the next level. Only Level 3 Explorers will be allowed to respond to select emergencies in accordance with Explorer Standard Operation Guidelines (C-SOG's)

1. Level 1: 14-15 years of age, clean shaven, ear piercings only (gauges shall be removed)
2. Level 2: Level 1 completed, 15-16 years of age, hair neatly trimmed and above the shirt collar (females may have longer hair, however, hair shall be pulled back into a pony tail, braid, etc.)
3. Level 3: Levels 1 and 2 completed, 16+ years of age, wears standard issue explorer uniform to all explorer and department functions

Article IV Attendance Policy

Explorers are required to attend all meetings and training sessions.

If Explorers are unable to attend they must notify an advisor so he/she can be excused from the meeting or training session

If an Explorer misses two consecutive meetings without good reason, they will be notified by an advisor. If he/she misses three consecutive meetings, he/she will be asked to resign by the advisors.

Three or more unexcused absences are grounds for dismissal from the Explorer program.

Article V Governing Body

The governing body of the Explorer Program will consist of the Director of Public Safety representative and at least 3 additional adult advisors of the Fire Department Explorer post.

Article VI Meetings and Trainings

The training program for the Explorer Firefighters is structured to introduce Explorer members to the fire service. Explorer members that join the regular department are at an advantage since the Explorer Program introduces them to the tools and skills that are used in firefighting. During training our number one priority will always be safety.

You will also learn about firefighting, the use of tools, and related skills. You will experience how to work as a team and HAVE FUN!

Quite often the training will include some physical or hands on activity and/or lesson. At times, an educational field trip may be substituted for the regularly scheduled training.

Article VII Training

All training sessions are necessary and all Explorer firefighters will be expected to attend, unless a legitimate excuse is given and approved by one of the Advisors. Training will be conducted by a firefighter, an Advisor, or in special cases, by a person from outside the department. New fire Explorers will take extensive introductory training in the operation of the fire department.

Article VIII ALLOWABLE DUTIES OF THE FIRE EXPLORER:

Each Fire Explorer will be allowed to do the following Fire Department functions:

1. All Fire Explorers will be eligible to attend all eligible training meetings, public relations events, in-house training sessions and any Fire Department activity not prohibited elsewhere.
2. All Fire Explorers will be required to attend Explorer training classes and membership meetings.
3. Fire Explorers sixteen (16) years old and older will be allowed to respond to emergency incident scenes, except those listed in the "Non-Allowable Duties" section of these guidelines, under the following conditions:
4. When permitted to respond to the emergency incident scene, the Fire Explorer responsibility will be of a support nature only.
5. The Fire Explorer is prohibited from responding directly to any incident scene. All Fire Explorers shall report non-emergency to the dedicated Explorer staging area. Upon request of the Incident Commander, Chief Officer or Explorer Supervisor and directly under adult supervision, shall the Fire Explorer then respond to any incident scene.
6. The Fire Explorer's response may be in a personal vehicle with a 15 minute from initial call minimum response wait time before arriving on scene.
7. The Fire Explorer will be allowed to assist the firefighters with regular maintenance of station facilities, equipment and apparatus.
8. Fire Explorers may be utilized as support personnel on scene as long as they operate outside a minimum safety zone during incidents.
9. Will complete reading and homework assignments for training activities.

10. Fire Explorers holding a valid driver's license must maintain a clean driving record. Motor vehicle records will be reviewed by the department Officer in Charge on a periodic basis.

11. All Fire Explorers must abide by the Cadillac Fire Department's standard operating procedures and/or guidelines (SOP/SOG)

NON-ALLOWABLE DUTIES:

The following Duties shall be prohibited to all Fire Explorers:

1. No Level 1 or 2 Fire Explorer shall be allowed to respond directly to any incident scene

2. No Fire Explorer shall be allowed to be actively or directly involved in any of the following incidents:

3. Participate on any entry team while at the scene of a working structure fire or while conducting a live fire burn training exercise

4. Participate on any attack team at a vehicle fire or respond to any calls on highways M-55, M-115 or US-131

5. Participate in any offensive fire attack at natural ground cover fires

6. Participate at any hazardous material or pollution spill incident

7. Participate at any emergency rescue or emergency medical incident

8. No Fire Explorer will be allowed to operate any emergency vehicle owned or used by the fire department on any public thoroughfare.

9. No Fire Explorer shall be authorized to have or install any emergency light(s) or siren(s) on their personal vehicle.

10. No Fire Explorer will climb a ladder over 6' off the ground.

11. No Fire Explorer will respond to a medical incident or vehicle accident.

12. No Fire Explorer is allowed use of the Fire Department weight room.

Article IX Turn Out Gear & Equipment

All Explorer firefighters will be required to wear proper clothing at training sessions and on fire grounds. All turnout gear that has been issued will be kept at the station. Any equipment issued must have a signed Equipment Issue Form and all equipment must be returned when the Explorer's membership ceases for any reason. Explorers are

responsible for the replacement of any equipment lost or stolen while in his/her possession.

Article X Amendments

Section 1 Staying overnight

Outside emergency incidents, no Explorer firefighters will be allowed at the fire station between 10pm and 7am.

Section 2 Explorer firefighters are not allowed at the station before 3:30 pm on school days. Explorer firefighters are not allowed at the fire station without direct supervision of an Advisor or Fire Fighter. Youth Protection Guidelines will be followed at all times.

Section 3 Per State Law, no Explorers under the age of 18 will be allowed to use tobacco products while on the Fire Department property.

Section 4 Use of a Fire Department radio frequency is not permitted. Use of personal cell phones is limited to emergencies only.

Section 5 Any Explorer firefighter suspected of misuse or destruction of Fire Department property may be charged and dismissed as an Explorer firefighter.

Article XI Articles, Amendments, and SOPs may be added or changed as the governing body sees fit.

Article XII General Rules and Regulations

Section 1 Off Fire Scene

Explorer firefighters must maintain, at all times, a respectable appearance, as defined by Advisors, since the Explorers represent the Fire Department in the community. They must obey all firefighter's orders when they do not conflict with the Explorer Program Guidelines. They must participate actively in all phases of the Explorer Program activities. They must respect the property and their peers at all times.

Section 2 En-route to the Fire Scene

Responding to a fire scene in any manner not prescribed in this document previously will be considered a violation of these by-laws. Any violation will be taken before the advisors of the Explorer Program and dismissal from the Explorer Program is likely.

Section 3 Fire Scene

Explorer firefighters will retain a responsible attitude and good behavior on fire scenes at all times. They must obey the orders of fire officers and follow all Explorer guidelines at all times. Explorer firefighters MUST NEVER enter a burning building.

Article XIII Violations

The officers and/or Advisors of the Explorer program will act upon violations of Explorer rules and regulations. All driving violations will be taken before the Advisors.

DISCIPLINARY CLAUSE:

All Fire Explorers shall be required to operate under the accepted operating guidelines of this department. Failure to accept or adhere to any guideline as established shall be just cause for disciplinary action in the form of suspension or termination as a member of this Fire Explorer Program.

Standard Operating Guidelines

Responding to a Call

Explorers are not allowed to respond to car fires, traffic accidents, or hazardous materials incidents.

Explorers are not allowed at the station without a supervising firefighter present.

Explorers are not allowed at the station before 3:30 pm or after 10:00 pm on school nights.

Explorers are not allowed to respond to a fire call unless requested by command.

Explorers responding to a fire call MUST obey all state and county laws.

On the Scene

All Calls

All Explorers are required to wear protective equipment on the fire ground.

Explorers will not respond direct to a scene unless he/she is a witness (car accident).

Explorers will not respond to the station unless they are requested by Command.

Explorers will not leave the station to respond to the scene unless requested by command.

Once requested the first Explorer on the fire scene will report to command to receive orders for the group.

Explorers will comply with any given order by a senior firefighter or Explorer unless the order conflicts with the Explorer bylaws or guidelines.

Structure Fires

Explorer in command will report to the IC (Incident Command) for orders for their group

An Explorer will NEVER enter a burning building.

Explorers will stay clear of the structure involved at all times. Explorers are not permitted to enter the Hot Zone UNDER ANY CIRCUMSTANCES.

Wildland Fires

Explorers may use any equipment that have been trained on for these fires (excluding fire department apparatus) under the command of a senior firefighter.

Public Service Calls, Downed Trees and Electrical Lines

An Explorers main purpose on the scene of a public service call, downed tree or downed electrical line is to secure the area and to help the senior firefighters when asked. If electrical lines are involved, Explorers are not allowed to approach the area under any circumstances.

When Assignment is Completed

Explorers may be asked to leave the scene of an incident at any time by a Senior officer or an Explorer advisor and they will comply immediately.

Explorers will return to the station when assignment is completed to help with clean up and putting vehicles back into service.

Explorers will check in with the officer in charge before leaving the scene or before leaving the fire station after a call or event.

Explorer Pagers

Explorers will NOT carry pagers to or during school.

When receiving a page, Explorers will respond as directed by the Incident Commander.

Explorer advisors may at any time confiscate pagers if the Explorer is abusing or not following rules and regulation from this policy.

Explorer Activation

The Incident Commander will request Explorer activation.

Uniforms & Protective Equipment

Uniforms and Protective Equipment may be issued to Explorer members. All issued items remain the property of the Cadillac Fire Department, and must be surrendered upon termination of the membership.

You are responsible for the care and maintenance of your uniforms. They are to be worn when participating in any departmental function or activity where you will have contact with members of the public. The uniform is not provided for your daily wear. **It is not to be worn while off duty except to travel to and from the station.**

Personal Protective Equipment will also be provided for you. The Personal Protective Equipment consists of the following:

- Protective Gloves
and depending on availability:
- Turn-Out Pants/Coat/Boots/Helmet

You are responsible for the care and upkeep of your safety equipment. All equipment **MUST** be brought to training events.



RESOLUTION

Cadillac, Michigan
Cadillac Fire Department

Explorer Program

WHEREAS, the City of Cadillac, recognizes the importance of a properly staffed professional fire department, for the well-being of residents and visitors to our community, and

WHEREAS, it is further recognized, that an Explorer Program will help to assure the availability of competent well-trained individuals to consider for future fire department vacancies, now

THEREFORE, be it resolved, that the City of Cadillac, hereby authorizes the City Manager to establish and maintain an Explorer Program within the fire department, comprised of individuals from 14 through 18 years of age.

Adopted this _____ day of _____, 20__ by the City of Cadillac.

Return adopted resolution to:

Cadillac Fire Department/Fire Fighter Explorer Program Division

City Council

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



Mayor
Carla J. Filkins

Mayor Pro-Tem
Shari Spoelman

Councilmembers
Robert J. Engels
Tiyi Schippers
John P. Meinhardt

RESOLUTION NO. _____

**Resolution Setting Public Hearing for Amended Brownfield Plan
Metal Casters – Avon Protection/Western Concrete**

At a regular meeting of the Cadillac City Council held at Cadillac City Hall, 200 North Lake Street, Cadillac, Michigan on September 18, 2017, at 6:00 p.m., the following resolution was offered by

Councilperson _____ and supported by

Councilperson _____.

Whereas, the Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended (“Act 381”), authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated, blighted, functionally obsolete, or historically designated property through tax increment financing of eligible activities approved in a Brownfield Plan; and

Whereas, the City Council established the Cadillac Brownfield Redevelopment Authority (“CBRA”) under the procedures in Act 381 on December 6, 1996 to facilitate the redevelopment of Brownfields within the City of Cadillac; and,

Whereas, an Amended Brownfield Plan was submitted to the CBRA for the Metal Casters – Avon Protection/Western Concrete that: (1) adds the former Western Concrete property as Eligible Property, (2) adds Environmental and Non-Environmental Eligible Activities and (3) reimburses the Eligible Activity expenses from taxes generated by both the Avon Protection and former Western Concrete properties; and

Whereas, on September 5, 2017, the CBRA reviewed and recommended approval of the Amended Brownfield Plan to the City Council, finding the Amended Brownfield Plan met the requirements of Act 381 and constitutes a public purpose of environmental protection, job creation, increased private investment and economic development, and increased property tax value; and

Whereas, Act 381 requires the governing body to hold a public hearing on the Amended Brownfield Plan and provide notice of the public hearing and notice to taxing jurisdictions in compliance with the requirements of Act 381; and

Whereas, the City Council desires to hold a public hearing to receive comments on the adoption of the Amended Brownfield Plan at their October 2, 2017 regular meeting.

Now, Therefore, the City Council of the City of Cadillac, Wexford County, Michigan resolves as follows:

1. Pursuant to Act 381, a public hearing for the Amended Brownfield Plan shall be held on October 2, 2017 at 6:00 p.m. in the City Council Chambers, 200 North Lake Street, Cadillac, Michigan.

2. The City Clerk is directed to provide notice of the public hearing to taxing jurisdictions that levy taxes subject to capture not less than 10 days prior to the public hearing in accordance with Act 381.

3. Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof, other than the part so declared to be invalid.

4. Any prior resolution, or any part thereof, in conflict with any of the provisions of this Resolution is hereby repealed, but only 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 18th day of September, 2017.

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

BROWNFIELD PLAN AMENDMENT METAL CASTINGS

Avon Protection/Western Concrete
510 Fifth Street
City of Cadillac, Wexford County, Michigan

Cadillac Brownfield Redevelopment Authority

Approved by Cadillac Brownfield
Redevelopment Authority: September 5, 2017

Public Hearing: September 18, 2017

Approved by Cadillac City Council: September 18, 2017

Prepared by:

Mac McClelland, Manager – Brownfield Redevelopment
Otwell Mawby, P.C.
309 E. Front Street
Traverse City, Michigan 49684
mac@otwellmawby.com
231.633.6303
www.otwellmawby.com

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ATTACHMENTS

Attachment A	Resolutions Approving Combined Brownfield Plan
Attachment B	BEA Acknowledgement Letter, former Western Concrete

PROJECT SUMMARY

Avon Protection Service, Inc. (Avon), a manufacturing company located in Cadillac, Michigan, is acquiring a 4.95-acre parcel of property (the "subject property") that is adjacent to its Cadillac factory for the purpose of facilitating the expansion of its existing factory and manufacturing operations. As part of the project, two of the four existing buildings will need to be removed with the abatement of asbestos containing materials and anticipated contaminated soils will be need to be managed and/or removed during development.

Avon plans to consolidate its research and development divisions into a single location in Cadillac, Michigan. A number of its R&D staff members who will relocate to Michigan have earned advanced educational degrees or professional certifications.

The redevelopment is consistent with the City of Cadillac Master Plan and zoning ordinance. Eligible Activities will begin in Fall 2017 with site development is anticipated to begin in the First Quarter of 2018, with tax increment capture beginning in 2019. The estimated investment is \$4.6 million.

Project Name:	Avon Protection/Western Concrete		
Project Location:	The eligible property is located in the City of Cadillac, Wexford County, Michigan		
	Former Metal Castings	403 W. Seventh Street	10-068-00-053-00
	Avon Protection		
	Former Western Concrete	510 Fifth Street	10-068-00-037-00
Type of Eligible Property:	Part 201 Facility		
Eligible Activities:	Environmental, Lead and Asbestos Abatement, Site and Building Demolition		
Eligible Activity Costs: (excluding interest)	\$329,448		
Years to Complete			
Eligible Activities Payback:	6 Years for Local and State Capture		
Estimated Eligible Investment:	\$4,600,000		
Annual Tax Revenue Before Project:	\$0		
Estimated Annual Tax Revenue in First Year After Project:	\$169,938		

**BROWNFIELD PLAN AMENDMENT
METAL CASTERS**

**AVON PROTECTION/WESTERN CONCRETE
UNDER THE AUTHORITY OF THE
BROWNFIELD REDEVELOPMENT FINANCING ACT,
1996 PA 381, AS AMENDED**

1.0 INTRODUCTION

Act 381, P.A. 1996, as amended, was enacted to promote the revitalization, redevelopment and reuse of contaminated, tax reverted, blighted, functionally obsolete, or historically designated property through incentives adopted as part of a Brownfield Plan. The Brownfield Plan outlines the qualifications, costs, impacts, and incentives for the project.

The Brownfield Plan must be approved by the brownfield redevelopment authority established under Act 381 and the governing body of the authority's municipality in order to take effect. The Michigan Department of Environmental Quality must approve Environmental Eligible Activities and the Michigan Strategic Fund must approve Non-Environmental Eligible Activities. The City of Cadillac established the City of Cadillac Brownfield Redevelopment Authority under the procedures required under Act 381 on December 6, 1996, the first such Authority in the State of Michigan.

A Brownfield Plan was approved on August 4, 1997 for the former Metal Castings project, now the site of Avon Protection Systems. The initial taxable value for the Metal Castings property was \$0, as a tax reverted property. The Brownfield Plan anticipated that most if not all Brownfield Eligible Activity costs were financed by a Michigan Department of Environmental Quality (MDEQ) Brownfield Grant, and stated that the Tax Increment Financing revenues generated by the increase in property taxes from private investment would be deposited in the Local Brownfield Revolving Fund. The obligations of the original Brownfield Plan have been met.

The purpose of this Brownfield Plan Amendment is to add the former Western Concrete property as Eligible Property, add the Environmental and Non-Environmental Eligible Activities and reimburse the Eligible Activity expenses from taxes generated by both the Avon and former Western Concrete property.

The Brownfield Plan Amendment describes the public purpose and qualifying factors for determining the site as an eligible property, the eligible activities and estimated costs, the impacts of tax increment financing, and other project factors.

1.1 PROPOSED REDEVELOPMENT AND FUTURE USE - MCL 125.2663(1)(A)

The proposed project includes the acquisition of the former Western Concrete property, demolition of two of the four on-site buildings, site demolition, environmental response activities, with renovation of the remaining buildings and construction of new buildings to consolidate research and development and administration operations. A number of R&D staff members who will relocate to Michigan have earned advanced educational degrees or professional certifications.

The estimated investment is \$4,6800,000.

Avon Protection Systems is a US-based company headquartered in Cadillac, Michigan. It is the worldwide leader in the research, development, manufacture and sale of high tech air respiratory protection systems used by the United States Government and its allies, first responders, and industrial companies. Avon's products are standard issue to U.S. military personnel, and have been deployed in every major battle since September 11, 2001 in the War on Terror. They safeguard against Nuclear, Biological, Radiological, and Chemical contingencies, including battlefield deployment and terrorism activities. Their products are used by military, police, and fire personnel across the globe; and are embraced by industry as standard issue for employee protections in dangerous and threatening environments.

The company's products are handcrafted in Cadillac, Michigan by highly trained specialists to precise tolerances capable of meeting health, safety and military specifications. The company's high-tech processes and products are patent protected. Avon exports its products around the globe. The company has operations in Michigan, Georgia, Mississippi and the UK.

1.2 ELIGIBLE PROPERTY INFORMATION - MCL 125.2663(1)(h)

1.2.1 Property Eligibility and Location

Property Eligibility – The former Metal Casters property, now Avon Protection system, qualified as a Part 201 Facility under the original Brownfield Plan. The former Western Concrete property qualifies as a Part 201 Facility. A Phase II Environmental Site Assessment conducted in January 2017 that identified the presence of metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) in soil and metals and chlorides in excess of MDEQ Generic Cleanup Criteria. A Baseline Environmental Assessment was prepared and submitted with an MDEQ acknowledgement letter dated April 26, 2017.

Location - The former Metal Casters, now Avon Protection property is located at 403 West Seventh Street and the former Western Concrete property is located at 503 Eighth Street, directly south of the Avon Protection Property, in the City of Cadillac.

The Eligible Property consists of one parcel with a total area of approximately 10.49 acres, depicted on the Eligible Property Map attached as Figure 2, with one building, the former Long Lake Elementary School with the address of 7738 North Long Lake Road, Traverse City, Michigan 49685.

1.2.2 Current Ownership

The Eligible Property is owned by the Avon Protection Systems, Inc.. Contact: Michael Hamner, Vice-President, 231.884.3067, mike.hamner@avon-protection.com

1.2.3 Proposed Future Ownership

Same as above.

1.2.4 Delinquent Taxes, Interest & Penalties

There are currently no delinquent taxes, interest or penalties due on the subject property.

1.2.5 Existing & Proposed Future Zoning for Eligible Property

The former Metal Caster/Avon Protection property is zoned I-1 Light Industrial and the former Western Concrete Property is zoned I-2 General Industrial, and governed by the provisions of the City of Cadillac Zoning Ordinance.

1.3 PUBLIC PURPOSE - MCL 125.2664

The redevelopment of the Western Concrete property from a vacant, blighted and contaminated property into the expanded manufacturing operations of Avon Protection Services will provide jobs, increase tax base and serve as a catalyst for new investment.

The Project is anticipated to invest almost \$4.6 million, adding to the local and state tax base, with property taxes estimated to total over \$174,000 per year (following the retirement of Brownfield obligations), as compared to the present use of the site which generates less than a \$24,799 a year as a blighted and vacant site.

2.0 INFORMATION REQUIRED BY SECTION 13(2) OF THE STATUTE

2.1 DESCRIPTION OF BROWNFIELD PLAN COSTS

The purpose of the proposed eligible activities proposed under this Combined Brownfield Plan is to conduct MDEQ Environmental Eligible Activities, including Phase I and Phase II Environmental Site Assessments, and MSF Eligible Activities, including Lead and Asbestos Abatement and Site and Selective Building Demolition. The following is a summary of Eligible Activities and Costs that intended to be paid for with the tax increment revenues:

MDEQ Environmental Eligible Activity Cost

Eligible Activities	Estimated Cost
Baseline Environmental Assessment	<i>\$26,000</i>
Due Care Activities	<i>\$92,000</i>
Contingency (15%)	<i>\$17,700</i>
MDEQ Eligible Activities Subtotal	<i>\$135,700</i>
Interest	<i>\$21,015</i>
Work Plan Development and Review Cost	<i>\$10,000</i>
MDEQ Environmental Eligible Activities Total	<i>\$166,715</i>
CBRA Administrative and Operation Costs	<i>\$10,000</i>
ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	<i>\$176,715</i>

Non-Environmental Eligible Activity Cost

Eligible Activities	Estimated Cost
Lead and Asbestos Abatement	\$15,000
Demolition	\$100,000
Contingency	\$17,250
MSF Eligible Activities Subtotal	\$132,250
Interest	\$20,480
Work Plan Development and Review Cost	\$10,000
Non-Environmental Eligible Activities Total	\$162,730
KBRA Administrative and Operation Costs	<u>\$10,000</u>
NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES TOTAL	\$172,730

All Eligible Activities identified above will be allocated between the State and Local taxes in a proportional share, after the capture of the 3 mils for the State Brownfield Fund.

Eligible Activity Cost Tables and Tax Capture Tables are presented in the Exhibits.

2.2 SUMMARY OF ELIGIBLE ACTIVITIES - MCL 125.2663(1)(b)

The purpose of the proposed eligible activities proposed under this Brownfield Plan is to conduct MDEQ Environmental Eligible Activities, including Phase I and Phase II Environmental Site Assessments, and MSF Non-Environmental Eligible Activities, including Lead and Asbestos Abatement and Site and Building Demolition.

2.2.1 MDEQ Environmental Eligible Activities

Section 13(16), Act 381, PA 1996 as amended provides for State tax capture for site investigation activities and associated reports for a baseline environmental assessment and due care plan without Department approval. These MDEQ Eligible Activities are listed for qualification under the Brownfield Plan and are not part of the Act 381 Work Plan request to the Department.

2.2.1.1 BASELINE ENVIRONMENTAL ASSESSMENT

The work scope is to conduct a Phase I Environmental Site Assessments (ESAs) and Phase II ESA to meet environmental due diligence and All Appropriate Inquiry for Avon Protections Systems, Inc for the former Western Concrete property.

- A. Phase I ESA: A Phase I ESA has been conducted for the parcels proposed for acquisition by Tamarack Holdings, LLC, consistent with ASTM Standard E1527-13. The Phase I ESA included a review of historical and current information, including regulatory agency files, historical maps, and past uses to evaluate the potential for contamination, a site inspection of the property, and interviews with individuals knowledgeable about the past use of the property to identify any Recognized Environmental Conditions (RECs). A Phase I report was prepared with full documentation of the research and identified the following Recognized Environmental Condition (REC):

-) Historical Presence of Onsite Railroad Sidings;
-) Long Term Historical Industrial Uses on the Subject Property, including:

- Former Leaking Underground Storage Tank Listing;
 - Drain System in Truck Garage Area, and;
 - Repair and Maintenance Activities.
-) Adjoining Property Groundwater Plume, and;
-) Surrounding Land Use as Foundries
- B. Phase II ESA: A Phase II ESA was conducted which included thirty-one borings to investigate the RECs to determine whether a release had occurred. The Phase II identified the presence of constituents in the nine soil samples in excess of the MDEQ GCC protective of Drinking Water Protection Groundwater Surface Water Interface Protection and Direct Contact Criteria, and in four groundwater samples in excess of Groundwater Surface Water Interface Criteria. As a result, the subject property is classified as a Facility as defined by Part 201 of Michigan Act 451, as amended.
- C. Baseline Environmental Assessment: In order to provide an exemption from environmental liability for pre-existing contamination, a Baseline Environmental Assessment was prepared on behalf of Avon Protection Systems, Inc. and filed with the MDEQ. The BEA receipt was acknowledged by the MDEQ in a letter dated April 26, 2017.

2.2.1.2 DUE CARE INVESTIGATION AND ACTIVITIES

While the BEA provides an exemption from environmental liability for pre-existing contamination, owners still have due care obligations to prevent exposure to or exacerbation of that pre-existing contamination. Due care activities include supplemental environmental investigation to determine the extent of contamination that must be addressed during redevelopment; the development of a Due Care Plan to outline due care measures, due care activities including soil removal and engineering controls, and Documentation of Due Care Plan Compliance.

- A. Due Care Investigation: As part of the redevelopment planning and design activities, the degree and extent of impact will need to be further delineated (laterally and vertically) in order to determine appropriate due care considerations. The supplemental assessment activities will also identify the limits of potential excavation of source area impacted soils and delineating between areas of potentially hazardous soil impacts versus non-hazardous. In addition, identified impacts may need to be further characterized in order to determine appropriate disposal requirements and meet waste profiling requirements.
- B. Due Care Plan: In order to meet Due Care obligations, a Due Care Plan must be prepared that includes an explanation of how and demonstration of why the proposed use will not exacerbate existing environmental impacts; an explanation and demonstration why unacceptable exposures will not exist, or will be prevented or mitigated; an explanation and demonstration of how and why the proposed use will not increase response costs; and an explanation of what precautions will be taken against the reasonably foreseeable acts or omissions of a third party.
- C. Due Care Measures: There are three primary components for due care measures to be conducted on the site to ensure compliance with due care requirements to prevent exposure to or exacerbation of pre-existing contamination
1. Soil Disposal, Transport and Removal
Dependent upon the further assessment and characterization results for the soils, it may be appropriate for due care considerations to abate source area impacted soils. Portions of the soils may be characteristically hazardous and require disposal in a hazardous waste disposal/treatment facility. Other impacted soils are likely non-hazardous and could be disposed in a Type II landfill.

2. Engineering Controls

As part of the redevelopment activities, additional provisions may be necessary for management of storm-water drainage/discharge in relation to the area(s) of impact/remaining contaminated areas. Additional redevelopment costs needed for directing storm-water via sealed/lined catch basins and re-directing to appropriate infiltration basins (e.g., outside impacted areas) may be needed.

- D. Due Care Compliance: Documentation of Due Care Compliance will be conducted to ensure and document compliance with due care requirements.

2.2.1.3 ADDITIONAL RESPONSE ACTIVITIES

Not applicable.

2.2.1.4 ENVIRONMENTAL INSURANCE

Not applicable.

2.2.1.5 INTEREST

Interest is included as an Eligible Activity. The Brownfield Eligible Activities of environmental due diligence have been privately financed by the Developer. Interest is calculated at 5.0% for 5 years for the purposes of this Brownfield Plan Amendment.

2.2.1.6 BROWNFIELD PLAN PREPARATION

The preparation and approval of the Brownfield Plan Amendment are included as an Eligible Activity.

2.2.1.7 ADMINISTRATIVE AND OPERATING COSTS

CBRA Administrative and Operating Costs are included as an Eligible Activities for local capture only.

2.2.2 MSF Non-Environmental Eligible Activities

MSF Eligible Activities are requested under this plan under the auspices of Act 381. The MSF Non-Environmental Eligible Activities include lead and asbestos abatement and demolition.

2.2.2.1 DEMOLITION

Demolition will include site demolition and building demolition for two of the four buildings on the former Western Concrete property.

The following is a cost estimate for Site and Selective Demolition:

Site and Selective Demolition	Total
Site Demolition	\$30,000
Selective Demolition	\$70,000
Contingency (15%)	\$15,000
TOTAL	\$115,000

2.2.2.2 LEAD AND ASBESTOS ABATEMENT

Demolition or remodeling buildings that contain lead, cadmium and/or asbestos is subject to regulations to protect the health of the persons that may be affected. In addition, demolition can impact the

concentration of lead, cadmium and/or asbestos in the soils that are in close proximity to the building. A lead/cadmium paint and asbestos survey has been conducted for all buildings on the site and identified the presence of lead/cadmium paint and asbestos. The presence of lead and cadmium based paint in areas of disturbance and demolition which requires specific precautions, including personal protective equipment, worker training, and air monitoring to ensure levels of lead and cadmium are less than required levels. Asbestos in areas of disturbance or demolition must be abated by a certified asbestos contractor, with air monitoring to ensure a safe working environment. The scope of work includes the required surveys prior to demolition under State and Federal law, and lead and asbestos abatement.

The following is a cost estimate for lead and asbestos survey, monitoring, and abatement:

Lead and Asbestos Abatement	Total
Survey	\$3,000
Monitoring	\$4,000
Abatement	\$8,000
Contingency (15%)	\$2,250
TOTAL	\$17,250

2.2.2.3 INFRASTRUCTURE IMPROVEMENTS

Not applicable.

2.2.2.4 SITE PREPARATION

Not applicable

2.2.2.5 INTEREST

Interest is included as an Eligible Activity. The Brownfield Eligible Activities of lead and asbestos abatement and demolition will be privately financed by the Developer. Interest is calculated at 5.0% for 5 years for the purposes of this Brownfield Plan Amendment.

2.2.2.6 ASSISTANCE TO LAND BANK FAST TRACK AUTHORITY

Not Applicable.

2.2.2.7 RELOCATION OF PUBLIC FACILITIES OR SERVICE FOR ECONOMIC DEVELOPMENT PURPOSES

Not Applicable.

2.2.2.8 DEVELOP/PREPARE BROWNFIELD PLAN

The preparation and approval of the Brownfield Plan Amendment are included as an Eligible Activity.

2.2.2.9 ADMINISTRATIVE AND OPERATING COSTS

CBRA Administrative and Operating Costs are included as an Eligible Activities for local capture only.

2.3 ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES - MCL
125.2663(1)(c)

The original Brownfield Plan was approved on August 4, 1997 for the former Metal Castings project, now the site of Avon Protection Systems. The initial taxable value for the Metal Castings property was \$0, as a tax reverted property.

The initial taxable value for the former Western Concrete Eligible Property will be set at the taxable value as of the approval date of this Brownfield Plan amendment, anticipated on September 18, 2017. The initial taxable value established by this Brownfield Plan Amendment is based on the taxable value as of December 31, 2016, and is \$58,500 for real property, as publicly owned property.

The MDEQ Environmental and MSF Non-Environmental Eligible Activity cost is \$267,950 plus an estimated \$41,495 in interest, for a total of \$309,445. The Brownfield Plan Amendment also includes \$20,000 in Work Plan Development and Approval and \$20,000 in CBRA Administrative and Operating Costs, bringing the Maximum Eligible Activity Cost to \$349,255. The Brownfield Plan Amendment also provided for additional State tax capture in an amount equal to State tax capture for MDEQ Environmental Eligible Activities, estimated at \$69,880 and additional Local tax capture for a period of *five years* for the Local Brownfield Revolving Fund, estimated at \$251,022 for a total of \$320,903. The overall investment for the Project is estimated at over \$4,600,000.

Table 2 identifies taxable values for real and personal property, including tax increment revenues for the Eligible Property.

The cash flow analysis for the project indicates payoff of the obligation in *six (6) years* from 2018 for Local and State Capture, with an additional *five (5) years* for the Local Brownfield Revolving Fund.

Redevelopment of the property is anticipated to be initiated in Fall 2017, with site and building demolition. The actual tax increment captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions. The estimated tax increment captured by the Authority is summarized in the table below and detailed in Table 2.

Estimated Tax Increment Capture by the Authority

Year	Total Tax Revenues	Captured Taxes	Year	Total Tax Revenues	Captured Taxes
1998	\$0	\$0	2013	\$0	\$0
1999	\$0	\$0	2014	\$0	\$0
2000	\$0	\$0	2015	\$0	\$0
2001	\$0	\$0	2016	\$0	\$0
2002	\$0	\$0	2017	\$0	\$0
2003	\$0	\$0	2018	\$24,779	\$ 20,235
2004	\$0	\$0	2019	\$43,358	\$ 37,918
2005	\$0	\$0	2020	\$44,354	\$ 38,866
2006	\$0	\$0	2021	\$45,374	\$ 39,837
2007	\$0	\$0	2022	\$106,578	\$ 98,091
2008	\$0	\$0	2023	\$165,793	\$ 117,668 (1)
2009	\$0	\$0	2024	\$169,938	\$ 150,130
2010	\$0	\$0	2025	\$174,186	\$ 82,598
2011	\$0	\$0	2026	\$178,541	\$ 85,006
2012	\$0	\$0	2027	\$183,004	\$ 87,473 (2)

(1) State Local Tax Capture Ends

(2) LBRF Capture Ends

Total	\$1,135,904	\$757,822
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2.4 METHOD OF FINANCING PLAN COSTS - MCL 125.2663(1)(d):

The Brownfield Eligible Activities of environmental due diligence, lead and asbestos abatement and demolition will be privately financed by the Developer, with capture of Local and State taxes to reimburse Eligible Activities. There will not be an advance made by the Authority.

2.5 MAXIMUM AMOUNTY OF INDEBTEDNESS - MCL 125.2663(1)(e)

The maximum amount of indebtedness will be \$307,950 plus an estimated \$41,495 in interest costs.

2.6 DURATION OF BROWNFIELD PLAN - MCL 125.2663(1)(f)

The duration of the Plan will be the time to capture taxes in an amount equal to the Eligible Activity obligation. As shown on Table 2, total costs of all Eligible Activities on the property redevelopment is expected to be repaid through tax increment financing within 6 years for Local and State Capture, with an additional State tax capture in an amount equal to State tax capture for MDEQ Environmental Eligible Activities, estimated at \$69,880 and additional Local tax capture for a period of five years for the Local Brownfield Revolving Fund.

2.7 ESTIMATE OF IMPACT OF TIF ON TAXING JURISDICTIONS - MCL 125.2663(1)(g):

Tables 2.1 and 2.2 identify annual and total tax revenues projected for capture from the increase in property tax valuations. Individual tax levies within each taxing jurisdiction are also presented on Table 2. Table 3 presents the allocation of tax capture and the total tax increment for the maximum duration of the plan, 30 years. Taxing jurisdictions will continue to receive their attendant tax allocation for the project beyond the duration of the plan.

The total tax capture is estimated at \$307,950 for Eligible Activities, plus an estimated \$41,495 in interest and an estimated \$302,903 for the Local Brownfield Fund for a total capture of \$757,822. After the Brownfield obligation is met, tax revenues will accrue to the taxing jurisdictions in an amount estimated at over \$169,930 per year on into the future.

2.8 LEGAL DESCRIPTION, PROPERTY MAP, QUALIFICATION, PERSONAL PROPERTY - MCL 125.2663(1)(h)

2.8.1 Legal Description

The legal description of the parcel is provided below. .

<u>Site Name</u>	<u>Parcel</u>	<u>Legal Description</u>
Metal Caster, now Avon Protection	10-068-00-053-00	Block 166: Also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, and 16 of Block 167; Also the Vacated Alleys that are in the above listed description of Block 167; And Also the Vacated Third Avenue lying between both Blocks 166 and 167. Improvement Board Addition to the City of Cadillac, a part of the NE ¼ of Section 32, T22W, R9W, Wexford County, Michigan.
Former Western Concrete	10-068-00-037-00	LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 EX: R/W RR SPUR TRACK, BLK 164 AND ENT BLK 165 AND VACATED PART 6 TH ST AND 3 RD AVE S OF BLKS 166-167 AND THE N ½ OF VAC. 6 TH STREET CONTIGUOUS WITH LOT 11, BLOCK 167 AND EXC A PAR OF LAND IN VA 3 RD AVE ADJ TO BLK 166 COM. AT THE SW COR OF BLK 166, TH WLY 33 FT TO THE CENTERLINE OF VAC 3 RD AVE, TH NLY 10 FT, TH ELY 33 FT TO A PT 10 FT N OF THE POB, TH 2 10 FT TO THE POB, BEING A PORTION OF VAC 3 RD AVE ADJ TO THE SLY 10 FT OF BLK 166. IMPROVEMENT BOAD ADDITION CORRESPONDING I.F.T. CITY OF CADILLAC

2.8.2 Property Map

A Project Location Map and Eligible Property Map are included in the Appendix as Figures 1 and 2, respectively

2.8.3 Qualification Status

The former Metal Casters property, now Avon Protection system, qualified as a Part 201 Facility under the original Brownfield Plan. The former Western Concrete property qualifies as a Part 201 Facility. A

Phase II Environmental Site Assessment conducted in January 2017 that identified the presence of metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs) in soil and metals and chlorides in excess of MDEQ Generic Cleanup Criteria. A Baseline Environmental Assessment was prepared and submitted with an MDEQ acknowledgement letter dated April 26, 2017.

2.8.4 Personal Property

Personal Property is included in the Brownfield Plan Amendment and will be included in the tax capture, to the extent available.

2.9 ESTIMATE OF NUMBER OF PERSONS RESIDING ON ELIGIBLE PROPERTY- MCL 125.2663(1)(i)

There are currently no residential dwellings or residences that occupy the Eligible Property.

2.10 PLAN FOR RESIDENTIAL RELOCATION - MCL 125.2663(1)(j)

The Eligible Property does not currently contain any residential dwellings; therefore, a plan for residential relocation is not applicable.

2.11 PROVISION OF COST FOR RELOCATION - MCL 125.2663(1)(k):

The Eligible Property does not currently contain any residential dwellings; therefore, a provision for residential relocation has not been allocated.

2.12 STRATEGY TO COMPLY WITH RELOCATION ASSISTANCE ACT, 1972 PA 227 - MCL 213.321 to 213.332 - MCL 125.2663(1)(l)

The Eligible Property does not currently contain any residential dwellings; therefore, relocation is not necessary.

2.13 OTHER MATERIAL REQUIRED BY THE AUTHORITY OR GOVERNING BODY - MCL 125.2663(1)(m):

None

EXHIBITS

FIGURES

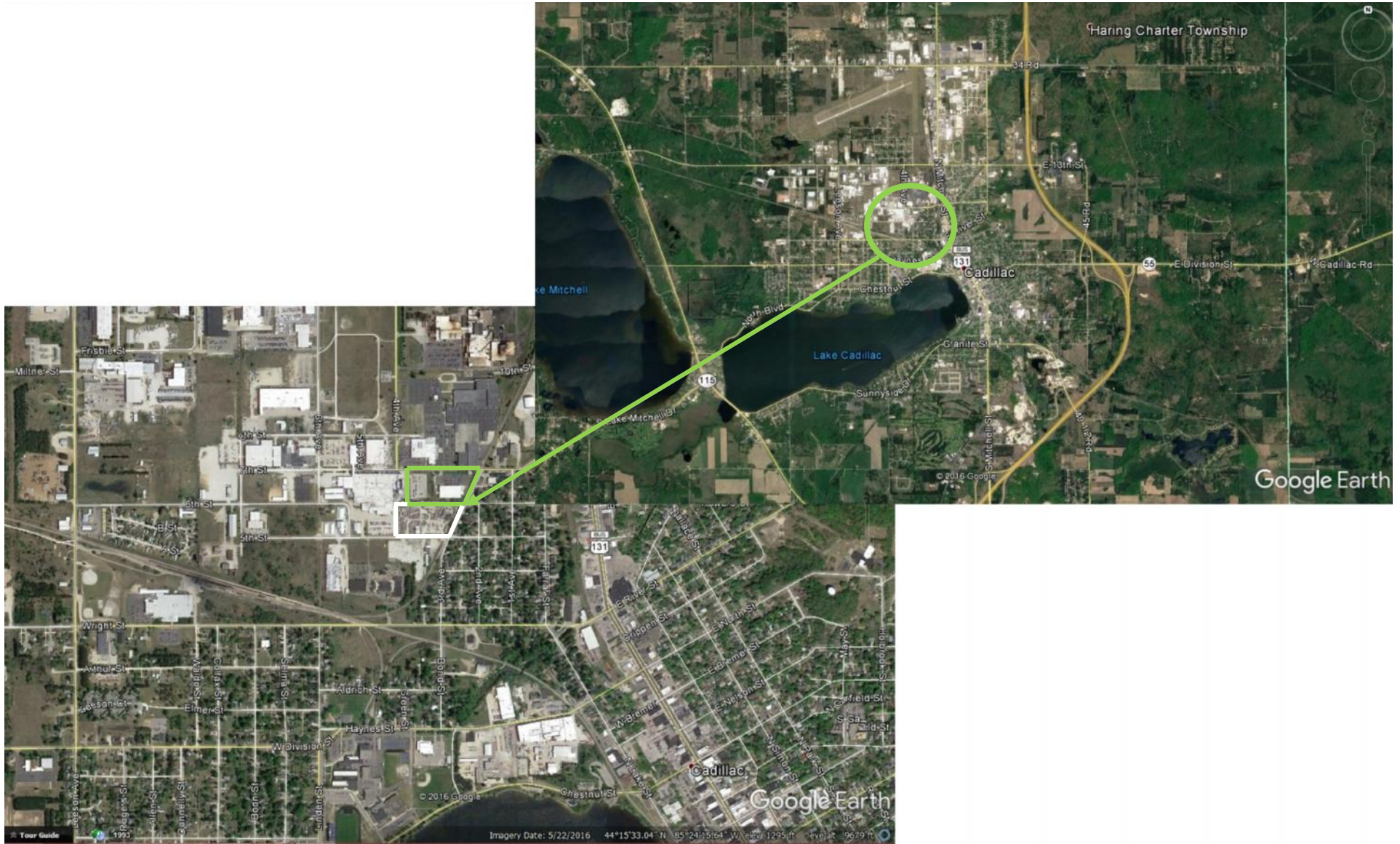
- Figure 1 Property Location Map
Figure 2 Eligible Property Boundaries

TABLES

- Table 1.1 Environmental Eligible Activities
Table 1.2 Non-Environmental Eligible Activities
Table 2.1 Annual Revenue and Brownfield Capture Estimates
Table 2.2 Tax Increment Revenue Reimbursement Allocation Table
Table 3 Impact on Tax Jurisdictions

ATTACHMENTS

- Attachment A Resolutions Approving Combined Brownfield Plan
Attachment B BEA Acknowledgement Letter

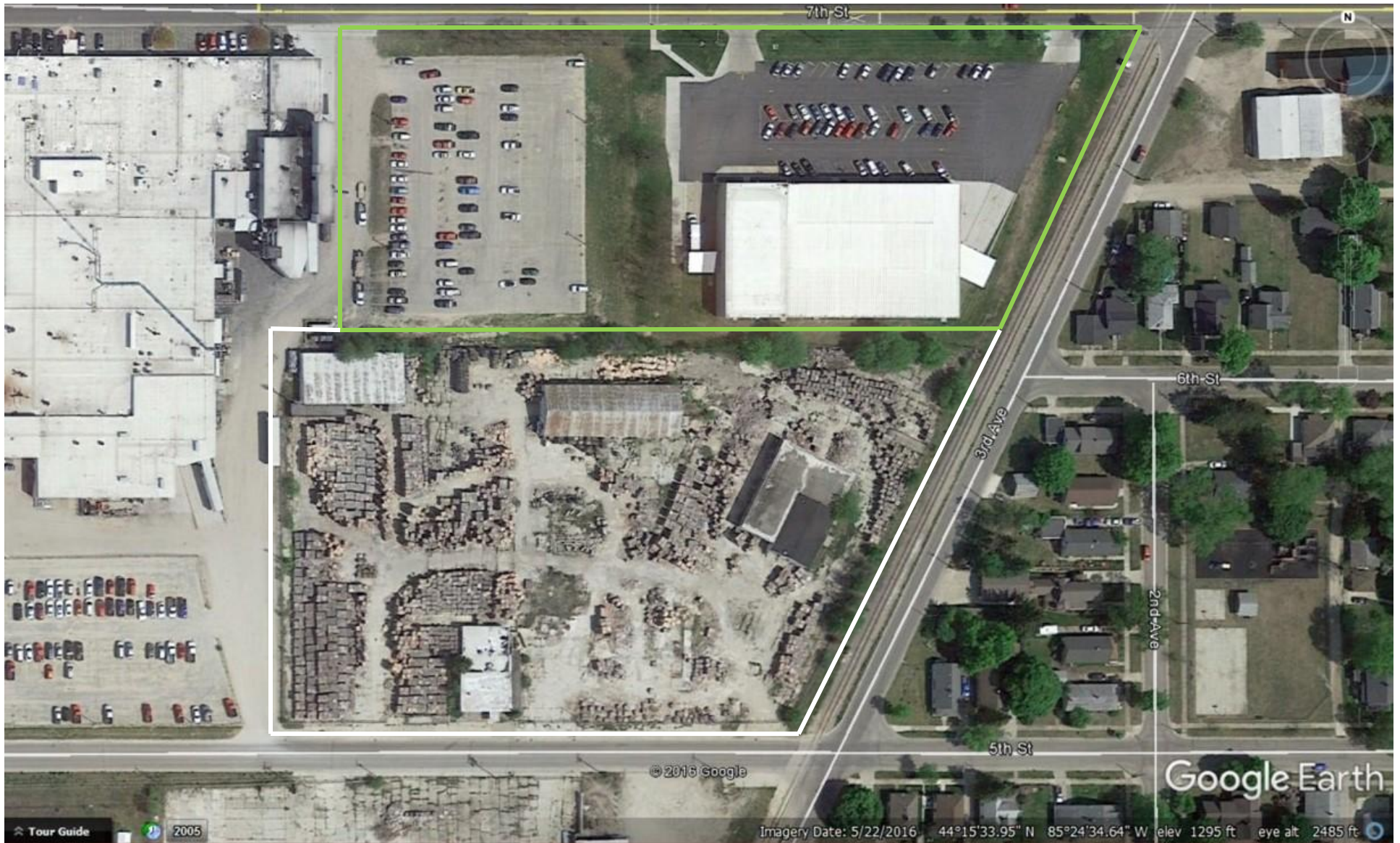


**Former Metal Castings
Brownfield Plan Amendment**

Figure 1: Eligible Property Site Location Map

Cadillac Brownfield Redevelopment Authority

**Date:
August 2017**



**Former Metal Castings
Brownfield Plan Amendment**

Figure 2: Eligible Property

Cadillac Brownfield Redevelopment Authority

**Date:
August 2017**

TABLE 1.1
MDEQ ELIGIBLE ACTIVITIES COSTS
AVON PROTECTION/WESTERN CONCRETE
CADILLAC BROWNFIELD REDEVELOPMENT AUTHORITY
CADILLAC, MICHIGAN

Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES
<i>Baseline Environmental Assessment Activities</i>	
Phase I ESA	\$2,000
Phase II ESA	\$22,000
Baseline Environmental Assessment	\$2,000
<i>Subtotal</i>	\$26,000
<i>Due Care (7a) Obligation Compliance Activities</i>	
Phase II Investigation to Support Due Care	\$10,000
Section 7A Compliance Analyses (Due Care Plans)	\$2,000
Due Care Response Activities/Exposure Pathway Mitigation	\$30,000
Disposal of Soil/Groundwater During Construction	\$50,000
<i>Subtotal</i>	\$92,000
<i>Subtotal Totals</i>	\$118,000
<i>Contingencies (15%)</i>	\$17,700
ELIGIBLE ACTIVITIES SUBTOTAL	\$135,700
INTEREST	\$21,015
<i>Work Plan Development and Approval Costs</i>	
Brownfield Plan and Work Plan Development and Approval	\$10,000
Administrative and Operation Costs*	\$10,000
<i>Subtotal</i>	\$20,000
ELIGIBLE ACTIVITIES SUBTOTAL	\$176,715

*Local Tax Capture Only

TABLE 1.2
MSF ELIGIBLE ACTIVITIES COSTS
AVON PROTECTION/WESTERN CONCRETE
CADILLAC BROWNFIELD REDEVELOPMENT AUTHORITY
CADILLAC, MICHIGAN

Eligible Activity Description	TOTAL ELIGIBLE ACTIVITIES
<i>Lead and Asbestos Abatement</i>	
Survey	\$3,000
Monitoring	\$4,000
Abatement	<u>\$8,000</u>
<i>Subtotal</i>	<u>\$15,000</u>
<i>Demolition</i>	
Site Demolition	\$30,000
Selective Building Demolition	<u>\$70,000</u>
<i>Subtotal</i>	<u>\$100,000</u>
<i>Subtotal Totals</i>	\$115,000
<i>Contingencies (15%)</i>	<u>\$17,250</u>
MSF ELIGIBLE ACTIVITIES SUBTOTAL	<u>\$132,250</u>
INTEREST	\$20,480
<i>Work Plan Development and Approval Costs</i>	
Brownfield Plan and Work Plan Development and Approval	<u>\$10,000</u>
Administrative and Operation Costs*	<u>\$10,000</u>
<i>Subtotal</i>	<u>\$20,000</u>
MSF ELIGIBLE ACTIVITIES SUBTOTAL	\$172,730

*Local Tax Capture Only

Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Eighth and Boardman Redevelopment
Grand Traverse County Brownfield Redevelopment Authority

Estimated Taxable Value (TV) Increase Rate: 2.50%																	
Plan Year				1	20	21	22	23	24	25	26	27	28	29	30		
Revenue Year			1997	1998	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027		
*Base Taxable Value			\$ -	\$ -	\$ -	\$ 58,500	\$ 58,500	\$ 58,500	\$ 58,500	\$ 58,500	\$ 411,900	\$ 411,900	\$ 411,900	\$ 411,900	\$ 411,900		
Annual Value Additions				\$ -		\$ 706,800	\$ 600,000			\$ 2,000,000	\$ 2,000,000						
Cumulative Value Additions				\$ -	\$ -	\$ 706,800	\$ 1,324,470	\$ 1,357,582	\$ 1,391,521	\$ 3,426,309	\$ 5,511,967	\$ 5,649,766	\$ 5,791,010	\$ 5,935,786	\$ 6,084,180		
Estimated New TV			\$ -	\$ -	\$ -	\$ 411,900	\$ 720,735	\$ 737,291	\$ 754,261	\$ 1,771,655	\$ 2,755,984	\$ 2,824,883	\$ 2,895,505	\$ 2,967,893	\$ 3,042,090		
Incremental Difference (New TV - Base TV)					\$ -	\$ 353,400	\$ 662,235	\$ 678,791	\$ 695,761	\$ 1,713,155	\$ 2,344,084	\$ 2,412,983	\$ 2,483,605	\$ 2,555,993	\$ 2,630,190		
Total School Revenue			Millage Rate														
			39.90%	24.0000	\$ -	\$ -	\$ -	\$ 9,886	\$ 17,298	\$ 17,695	\$ 18,102	\$ 42,520	\$ 66,144	\$ 67,797	\$ 69,492	\$ 71,229	\$ 73,010
Total Local Revenue			Millage Rate														
			60.10%	36.1574	\$ -	\$ -	\$ -	\$ 14,893	\$ 26,060	\$ 26,659	\$ 27,272	\$ 64,058	\$ 99,649	\$ 102,140	\$ 104,694	\$ 107,311	\$ 109,994
Total Revenue			Millage Rate														
			60.1574	\$ -	\$ -	\$ -	\$ 24,779	\$ 43,358	\$ 44,354	\$ 45,374	\$ 106,578	\$ 165,793	\$ 169,938	\$ 174,186	\$ 178,541	\$ 183,004	
School Revenue			Millage Rate 41.92%														
State Education Tax (SET)			6.0000	\$ -	\$ -	\$ -	\$ 2,120	\$ 3,973	\$ 4,073	\$ 4,175	\$ 10,279	\$ 14,065	\$ 14,478	\$ 14,902	\$ 15,336	\$ 15,781	
School Operating Tax			18.0000	\$ -	\$ -	\$ -	\$ 6,361	\$ 11,920	\$ 12,218	\$ 12,524	\$ 30,837	\$ 42,194	\$ 43,434	\$ 44,705	\$ 46,008	\$ 47,343	
School Total			24.0000	\$ -	\$ -	\$ -	\$ 8,482	\$ 15,894	\$ 16,291	\$ 16,698	\$ 41,116	\$ 56,258	\$ 57,912	\$ 59,607	\$ 61,344	\$ 63,125	
Local Revenue			Millage Rate 58.08%														
City Operating			13.9473	\$ -	\$ -	\$ -	\$ 4,929	\$ 9,236	\$ 9,467	\$ 9,704	\$ 23,894	\$ 32,694	\$ 33,655	\$ 34,640	\$ 35,649	\$ 36,684	
Police and Fire Retirement			2.6000	\$ -	\$ -	\$ -	\$ 919	\$ 1,722	\$ 1,765	\$ 1,809	\$ 4,454	\$ 6,095	\$ 6,274	\$ 6,457	\$ 6,646	\$ 6,838	
County			6.7797	\$ -	\$ -	\$ -	\$ 2,396	\$ 4,490	\$ 4,602	\$ 4,717	\$ 11,615	\$ 15,892	\$ 16,359	\$ 16,838	\$ 17,329	\$ 17,832	
County Extra			1.4200	\$ -	\$ -	\$ -	\$ 502	\$ 940	\$ 964	\$ 988	\$ 2,433	\$ 3,329	\$ 3,426	\$ 3,527	\$ 3,630	\$ 3,735	
CWTA			0.6000	\$ -	\$ -	\$ -	\$ 212	\$ 397	\$ 407	\$ 417	\$ 1,028	\$ 1,406	\$ 1,448	\$ 1,490	\$ 1,534	\$ 1,578	
Community on Aging			1.0000	\$ -	\$ -	\$ -	\$ 353	\$ 662	\$ 679	\$ 696	\$ 1,713	\$ 2,344	\$ 2,413	\$ 2,484	\$ 2,556	\$ 2,630	
Library			0.7500	\$ -	\$ -	\$ -	\$ 265	\$ 497	\$ 509	\$ 522	\$ 1,285	\$ 1,758	\$ 1,810	\$ 1,863	\$ 1,917	\$ 1,973	
ISD			6.1604	\$ -	\$ -	\$ -	\$ 2,177	\$ 4,080	\$ 4,182	\$ 4,286	\$ 10,554	\$ 14,440	\$ 14,865	\$ 15,300	\$ 15,746	\$ 16,203	
Milfoil			0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Total			33.2574	\$ -	\$ -	\$ -	\$ 11,753	\$ 22,024	\$ 22,575	\$ 23,139	\$ 56,975	\$ 77,958	\$ 80,250	\$ 82,598	\$ 85,006	\$ 87,473	
Local Capture			Millage Rate														
TOTAL			57.2574	\$ -	\$ -	\$ -	\$ 20,235	\$ 37,918	\$ 38,866	\$ 39,837	\$ 98,091	\$ 134,216	\$ 138,161	\$ 142,205	\$ 146,350	\$ 150,598	
Non-Capturable Millages			Millage Rate														
xxx			0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CAPS Debt			2.9000	\$ -	\$ -	\$ -	\$ 1,025	\$ 1,920	\$ 1,968	\$ 2,018	\$ 4,968	\$ 6,798	\$ 6,998	\$ 7,202	\$ 7,412	\$ 7,628	

Eighth and Boardman Redevelopment
Traverse City, Michigan 49686
June 2017

Maximum Reimbursement	Proportionality	School & Local Taxes
State	41.9%	\$ 138,090
Total	58.1%	\$ 191,355
	100.0%	\$ 329,445
MDEQ		\$ 166,715
MSF		\$ 162,730
Total		\$ 329,445

Estimated Taxable Value (TV) Increase Rate: 2.50%

Plan Year		1	20	21	22	23	24	25	26	27	28	29	30	TOTALS
Revenue Year	1997	1998	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
*Base Taxable Value	\$ -	\$ -	\$ -	\$ 58,500	\$ 58,500	\$ 58,500	\$ 58,500	\$ 58,500	\$ 58,500	\$ 411,900	\$ 411,900	\$ 411,900	\$ 411,900	\$ 411,900
Annual Value Additions		\$ -		\$ 706,800	\$ 600,000	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Value Additions		\$ -	\$ -	\$ 706,800	\$ 1,324,470	\$ 1,357,582	\$ 1,391,521	\$ 3,426,309	\$ 5,511,967	\$ 5,649,766	\$ 5,791,010	\$ 5,935,786	\$ 6,084,180	
Estimated New TV	\$ -	\$ -	\$ -	\$ 411,900	\$ 720,735	\$ 737,291	\$ 754,261	\$ 1,771,655	\$ 2,755,984	\$ 2,824,883	\$ 2,895,505	\$ 2,967,893	\$ 3,042,090	
Incremental Difference (New TV - Base TV)			\$ -	\$ 353,400	\$ 662,235	\$ 678,791	\$ 695,761	\$ 1,713,155	\$ 2,344,084	\$ 2,412,983	\$ 2,483,605	\$ 2,555,993	\$ 2,630,190	

Total School Revenue	Millage Rate	Capture Rate																													
	39.90%	24.0000	41.92%	\$	-	\$	-	\$	-	\$	9,886	\$	17,298	\$	17,695	\$	18,102	\$	42,520	\$	66,144	\$	67,797	\$	69,492	\$	71,229	\$	73,010	\$	453,173
Total Local Revenue	Millage Rate																														
	60.10%	36.1574	58.08%	\$	-	\$	-	\$	-	\$	14,893	\$	26,060	\$	26,659	\$	27,272	\$	64,058	\$	99,649	\$	102,140	\$	104,694	\$	107,311	\$	109,994	\$	682,731
Total Revenue	Millage Rate																														
		60.1574	\$	-	\$	-	\$	-	\$	24,779	\$	43,358	\$	44,354	\$	45,374	\$	106,578	\$	165,793	\$	169,938	\$	174,186	\$	178,541	\$	183,004	\$	1,135,904	

Plan Year		0	1	20	21	22	23	24	25	26	27	28	29	30	
Calendar Year	notes	1997	1998	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	TOTAL
Total State Incremental Revenue		\$ -	\$ -	\$ -	\$ 8,482	\$ 15,894	\$ 16,291	\$ 16,698	\$ 41,116	\$ 56,258	\$ 57,912	\$ 59,607	\$ 61,344	\$ 63,125	\$ 333,600
State Brownfield Revolving Fund (50% of SET)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement		\$ -	\$ -	\$ -	\$ 8,482	\$ 15,894	\$ 16,291	\$ 16,698	\$ 41,116	\$ 56,258	\$ 57,912	\$ 59,607	\$ 61,344	\$ 63,125	\$ 333,600
Total Local Incremental Revenue		\$ -	\$ -	\$ -	\$ 11,753	\$ 22,024	\$ 22,575	\$ 23,139	\$ 56,975	\$ 77,958	\$ 80,250	\$ 82,598	\$ 85,006	\$ 87,473	\$ 462,278
BRA Administrative Fee	8%	\$ -	\$ -	\$ -	\$ 940	\$ 1,762	\$ 1,806	\$ 1,851	\$ 4,558	\$ 6,237	\$ -	\$ -	\$ -	\$ -	\$ 17,154
Local TIR Available for Reimbursement		\$ -	\$ -	\$ -	\$ 10,813	\$ 20,262	\$ 20,769	\$ 21,288	\$ 52,417	\$ 71,721	\$ 80,250	\$ 82,598	\$ 85,006	\$ 87,473	\$ 445,124

Total State & Local TIR Available for Reimbursement	\$	-	\$	-	\$	-	\$	-	\$	19,295	\$	36,156	\$	37,060	\$	37,986	\$	93,533	\$	127,979	\$	138,161	\$	142,205	\$	146,350	\$	150,598	\$	778,724
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[illegible][illegible][illegible][illegible]

Local Only Costs	8%		\$ 20,000	\$ -	\$ -	\$ -	\$ 940	\$ 1,762	\$ 1,806	\$ 1,851	\$ 4,558	\$ 9,083	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Local Tax Reimbursement																	
Total Local Only Reimbursement Balance			\$ 20,000	\$ 20,000	\$ 20,000	\$ 19,060	\$ 17,298	\$ 15,492	\$ 13,641	\$ 9,083	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	

Total Annual Reimbursement		\$ -	\$ -	\$ -	\$ 19,295	\$ 36,156	\$ 37,060	\$ 37,986	\$ 93,533	\$ 105,416	\$ -	\$ -	\$ -	\$ -	\$ 329,446
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LOCAL BROWNFIELD REVOLVING FUND																							
LBRF Deposits *		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$				
State Tax Capture		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		\$	69,880	\$	-	\$	-	\$	69,880	
Local Tax Capture		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		\$	80,250	\$	82,598	\$	85,006	\$	87,473	
Total LBRF Capture		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	3,169	\$	150,130	\$	82,598	\$	85,006	\$	87,473

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from DEQ & Local TIR only.

[illegible]

Footnotes: